

*St. Louis City Ordinance 64929*

FLOOR SUBSTITUTE

BOARD BILL NO. [99] 327

INTRODUCED BY ALDERMAN PHYLLIS YOUNG, FRANCIS G. SLAY

AN ORDINANCE RECOMMENDED BY THE BOARD OF ESTIMATE AND APPORTIONMENT, AUTHORIZING THE EXECUTION OF A REDEVELOPMENT AGREEMENT AND OTHER RELATED ACTIONS IN CONNECTION WITH THE REDEVELOPMENT OF THE CONVENTION HEADQUARTERS HOTEL REDEVELOPMENT PROJECT AREA.

WHEREAS, the Tax Increment Financing Commission of the City of St. Louis, Missouri (the **Commission**) is duly constituted according to the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 to 99.865 of the Revised Statutes of Missouri (1994), as amended (the **Act**); and

WHEREAS, the Act authorizes the Commission to hold hearings with respect to proposed redevelopment areas, plans and projects and to make recommendations thereon to the Board of Aldermen; and

WHEREAS, staff and consultants at the direction of the Board of Alderman have prepared a proposal for redevelopment titled **Redevelopment Plan for the Convention Headquarters Hotel Redevelopment Area**, dated December 15, 1999, as amended (the **Redevelopment Plan**), which presents a plan for the commercial development of an area in Downtown St. Louis including the Gateway Hotel and Lennox Hotel structures for convention hotel uses with appropriate ballroom and meeting room space along with an 850-space parking structure (the entire proposal for redevelopment as described in the Redevelopment Plan being hereinafter referred to as the **Redevelopment Project**); and

WHEREAS, after proper notice, the Commission held a public hearing in conformance with the Act on February 2, 2000, and received comments from all interested persons and taxing districts affected by the Redevelopment Plan and Redevelopment Project described therein; and

WHEREAS, upon recommendation of the Commission, the Board of Alderman adopted Board Bills Nos. 305 and 306 (1) approving the Redevelopment Plan

pursuant to the Act, (2) designating the Redevelopment Area (as that term is defined in the Redevelopment Plan), (3) authorizing certain Redevelopment Projects as set forth in the Redevelopment Plan, and (4) establishing a Special Allocation Fund pursuant to the Act for the payment of redevelopment project costs and obligations incurred in the payment thereof; and

WHEREAS, Historic Restoration, Incorporated (HRI), a principal of Washington Avenue Historic Developer, L.L.C. (the Developer) has previously submitted its proposal for the development of the Redevelopment Area (the Proposal); and

WHEREAS, pursuant to the Act, the City is authorized to enter into a redevelopment agreement with the Developer setting forth the respective rights and obligations of the City and the Developer with regard to the redevelopment of the Redevelopment Area (the Redevelopment Agreement); and

WHEREAS, pursuant to the Act, the City is authorized to issue TIF Obligations (as that term is defined in the Redevelopment Agreement) as evidence of the City's obligation to pay certain Redevelopment Project Costs (as that term is defined in the Redevelopment Agreement) incurred in furtherance of the Redevelopment Plan and the redevelopment project contemplated in the Redevelopment Plan, and to pledge certain tax increment financing revenues authorized by the Act and other City revenues to be used for the payment of the TIF Obligations; and

WHEREAS, the Board of Aldermen hereby determines that (1) acceptance of the Proposal as amended by the Redevelopment Agreement, (2) the redevelopment of the Redevelopment Area pursuant to the Redevelopment Plan and this Redevelopment Agreement, and (3) the execution of the Redevelopment Agreement are in the best interest of the City and health, safety, morals and welfare of its residents, and in accord with the public purposes specified in the Redevelopment Plan.

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

SECTION 1: The Board of Aldermen hereby ratifies and confirms its approval of the Redevelopment Plan. The Board of Aldermen further finds and determines that it is necessary and desirable to enter into an agreement with the Developer in order to implement the Redevelopment Plan and Redevelopment Project and to enable the Developer to carry out its Proposal for the redevelopment of the Redevelopment Area.

SECTION 2: The Mayor and Comptroller are hereby authorized and directed to execute, on behalf of the City, the Redevelopment Agreement between the City and the Developer, and the City Register is hereby authorized and directed to attest to the Redevelopment Agreement and to affix the seal of the City thereto. The Redevelopment Agreement shall be in substantially the form attached hereto as Exhibit A, which Redevelopment Agreement is hereby approved by the Board of Aldermen with such changes therein as shall be approved by the officers of the City executing the same.

SECTION 3: The officers, agents and employees of the City are hereby authorized and directed to execute all documents and take such necessary steps as they deem necessary and advisable in order to carry out and perform the purpose of this Ordinance.

SECTION 4: The sections, paragraphs, phrases, clauses, and words of this Ordinance shall be severable. In the event that any portion of this Ordinance is found by a court of competent jurisdiction to be invalid, the remaining portions of this Ordinance are valid, unless the court finds the valid portions of this Ordinance are so essential and inseparably connected with and dependent upon the void portion that it cannot be presumed that the Board of Aldermen would have enacted the valid portions without the invalid ones, or unless the court finds that the valid portions standing alone are incomplete and are incapable of being executed in accordance with the legislative intent.

SECTION 5: Be it further ordained that all ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

THIS REDEVELOPMENT AGREEMENT (this **Agreement**) is made and entered into as of the \_\_\_\_\_ day of March, 2000 by and between the CITY OF ST. LOUIS, MISSOURI, a city and political subdivision duly organized and existing under its Charter and the Constitution and laws of the State of Missouri (the **City**), and HISTORIC RESTORATION INCORPORATED, a Louisiana corporation (**HRI**), WASHINGTON AVENUE HISTORIC DEVELOPER, L.L.C., a Missouri limited liability company, (**WAHD**) and GATEWAY HOTEL PARTNERS, LLC, a Missouri limited liability company (**Hotel Owner**) (**HRI**, **WAHD** and **Hotel Owner** are collectively referred to herein as the **Developer**), the Developer having a principal office at 911 Washington Avenue, Suite 203, St. Louis, MO 63101. (All capitalized terms used herein shall have the meanings detailed in Section 1 of this Agreement).

WITNESSETH:

WHEREAS, the Developer proposes to develop, in cooperation with the City, within the Redevelopment Project Area as described in the Redevelopment Plan and Project for the St. Louis Convention Headquarters Hotel Redevelopment Project Area, dated December 15, 1999, as amended (the **◆Redevelopment Plan◆**), certain improvement projects described in the Redevelopment Plan (the **◆Project◆**) which will serve a public purpose, contingent upon obtaining agreements and municipal financial assistance from the City; and

WHEREAS, on June 22, 1999, the Mayor, the Comptroller, the President of the Board of Aldermen (all of the City), the Director of the Department of Economic Development of the State of Missouri, the Executive Director of the Missouri Development Finance Board and the Deputy Mayor for Development (on behalf of LCRA) executed an Intergovernmental Cooperation and Development Assistance Agreement (the **◆Cooperation Agreement◆**) subject to their respective board approvals, which Agreement sets out the general extent and nature of the public and private participation required to complete the Project, and which is incorporated herein by this reference; and

WHEREAS, the City proposes to finance a portion of the costs to be incurred in connection with the Project by utilizing tax increment financing in accordance with the TIF Act (as hereinafter defined), and has established the Convention Headquarters Hotel Redevelopment Project Area Tax Increment Financing District; and

WHEREAS, on \_\_\_\_\_, 2000, the Board of Aldermen of the City held a meeting at which it passed and adopted Ordinance No. \_\_\_\_\_, approving the Redevelopment Plan for the Redevelopment Project Area as described on Exhibit A hereto; Ordinance No. \_\_\_\_\_ designating the Redevelopment Project Area as a redevelopment project area pursuant to the TIF Act, adopting Tax Increment Allocation Financing; and Ordinance No. \_\_\_\_\_, authorizing the execution of this Agreement and other related actions (collectively, the **◆Ordinances◆**); and

WHEREAS, the Land Clearance for Redevelopment Authority of the City of St. Louis, a public body corporate and politic, organized and existing under authority of state law (**◆LCRA◆**) and the City, by Ordinance No. 59128, found and designated a certain area of land in the Washington Avenue Development Area, including without limitation the property described in Exhibit A hereto, to be a blighted area under Chapter 99 of the Missouri

Revised Statutes (the **Chapter 99 Plan**), and LCRA designated the Developer as the redeveloper under the Chapter 99 Plan; and

WHEREAS, on October \_\_\_\_, 1999, LCRA and the Developer executed a Redevelopment Agreement (the **LCRA Redevelopment Agreement**), which sets out the general nature of the work to be completed by Redeveloper to prepare the Property for development of the Project, and which is incorporated herein by this reference; and

WHEREAS, it is the intent of the City and the Developer that this Agreement shall set forth the rights and obligations of the City and the Developer with respect to the implementation of the Project.

NOW, THEREFORE, the City and the Developer, in consideration of the premises and the mutual agreements herein contained, subject to the conditions herein set forth, do agree as follows:

#### AGREEMENT

In consideration of the above premises and the mutual obligations of the parties hereto, each party hereby agrees as follows:

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

**Agreement**: This Redevelopment Agreement, as the same may be from time to time modified, amended, or supplemented in writing by the parties hereto.

**Certificate of Final Completion**: A document substantially in the form of Exhibit B issued by Developer to the City in accordance with this Agreement and evidencing Developer's satisfaction of all obligations and covenants to construct the Redevelopment Project.

**City**: The City of St. Louis, Missouri, and any successors or assigns.

**City Board**: The Board of Alderman of the City of St. Louis, Missouri.

**Closing**: The date on which all financing necessary for the Redevelopment Project shall be made available to the Developer and all Property shall be acquired.

◆Condominium Act◆: The Uniform Condominium Act of the State of Missouri, Sections 448.1-101 to 448.4 -120 Missouri Revised Statutes 1994, as amended.

◆Construction Plans◆: Plans, drawings, specifications, and related documents, and construction schedules for the construction of the Work, together with all supplements, amendments or corrections, submitted by Developer and approved by the City and LCRA in accordance with this Agreement and the LCRA Redevelopment Agreement.

◆Cooperation Agreement◆: The Intergovernmental Cooperation and Development Assistance Agreement dated June 22, 1999.

◆Developer◆: HRI, WAHD and Hotel Owner.

◆Hotel Owner◆: Gateway Hotel Partners, LLC, a Missouri limited liability company with Housing Horizons, L.L.C. and Washington Avenue Historic Developer, L.L.C. as members.

◆HRI◆: Historic Restoration Incorporated, a Louisiana corporation.

◆HUD◆: The Housing and Urban Development department of the United States of America.

◆LCRA◆: The Land Clearance for Redevelopment Authority of the City of St. Louis, a public body corporate and politic of the State of Missouri.

◆LCRA Redevelopment Agreement◆: The Redevelopment Agreement dated October \_\_\_, 1999, between LCRA and the Developer and any amendments thereto.

◆Property◆: The Redevelopment Area.

◆Proposal◆: The document, on file with the City Clerk and incorporated herein by reference, titled ◆\_\_\_\_\_◆ submitted by the Developer to the City, which proposes the Redevelopment Project and depicts the improvements to be constructed in furtherance of the redevelopment of the Redevelopment Area, by and subject to the provisions of the Redevelopment Plan and this Agreement.

◆Redevelopment Area◆: The area designated to be redeveloped as part of the Redevelopment Project as further described in Exhibit A hereto.

◆Redevelopment Plan◆: A plan titled ◆Redevelopment Plan for the Convention Headquarters Hotel Redevelopment Area◆ dated December 15, 1999, as amended, and as approved by the City Board on \_\_\_\_\_, 2000 pursuant to Ordinance No. \_\_\_\_\_, and as may be further amended from time to time in accordance with the TIF Act.

◆Redevelopment Project◆: The project described in the Proposal, the Redevelopment Plan and this Agreement, including but not limited to the construction of a convention headquarters hotel.

◆Redevelopment Project Costs◆: Those redevelopment project costs, as defined in the Act, that may be paid through tax increment financing and which the City has provided for under the Redevelopment Plan. Such costs shall include, but not be limited to, the sum total of all reasonable or necessary costs actually incurred in performing the Work and any such costs incidental to the Redevelopment Plan or the Project.

◆Relocation Costs◆: All costs incurred to relocate the occupants of and businesses on the Property in accordance with the Relocation Policy and Relocation Plan, including but not limited to relocation payments to displaced persons or businesses, and costs associated with creating or administering a program for referrals as required by the Relocation Policy and Relocation Plan.

◆Relocation Plan◆: The Relocation Plan for relocation assistance for businesses and residents, developed as required by Section 99.810 of the TIF Act, adopted by the City by Ordinance No. 62481.

◆Relocation Policy◆: The Relocation Policy of the City adopted by Ordinance No. 62481 adopted December 20, 1991, and including all other applicable requirements of Sections 523.200 and 523.205 of Missouri Revised Statutes, as amended.

◆Special Allocation Fund◆: the Convention Headquarters Hotel Special Allocation Fund of St. Louis created by Ordinance No. \_\_\_\_\_, adopted by the City Board on \_\_\_\_\_, 2000.

◆Tax Abatement◆: Ten (10) year tax abatement for the Developer to be issued by LCRA in accordance with Sections 99.700 to 99.715 Missouri Revised Statutes 1994, as amended.

◆TIF Act◆: The Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 to 99.865 Missouri Revised Statutes 1994, as amended.

◆TIF Commission: The Tax Increment Financing Commission of the City of St. Louis, Missouri.

◆TIF Obligations◆: notes or other obligations, singly or in series, issued by the City pursuant to the TIF Act or under such other authority provided pursuant to Missouri law and in accordance with this Agreement and such authorizing ordinances as the City may adopt to evidence the City's participation in accordance with this Agreement and the TIF Act.

◆TIF Revenues◆: (a) payments in lieu of taxes attributable to the increase in the current equalized assessed valuation of each taxable lot, block, tract, or parcel of real property in the Redevelopment Area over and above the initial equalized assessed value (as that term is used and described in Section 99.845.1 of the TIF Act) of each such unit of property, as paid to the City's Treasurer by the St. Louis Collector of Revenue during the term of the Redevelopment Plan and the Redevelopment Project; (b) 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 TIF Act) and which are generated by economic activities within the Redevelopment Area over the amount of such taxes generated by economic activities within the Redevelopment Area in the calendar year ending December 31, 1999 (subject to annual appropriation by the City as provided in the TIF Act), but excluding therefrom any taxes imposed on sales or charges for sleeping rooms paid by transient guests of hotels and motels, licenses, fees or special assessments and person property taxes, other than payments in lieu of taxes; (c) up to fifty percent of the new state revenues, as defined in Section 99.845.8 of the TIF Act (subject to annual appropriation by the General Assembly to the Missouri Supplemental Tax Increment Financing Fund and subject to the conditions of Section 99.845.10 of the TIF Act); and (d) the Additional Payments required to be made by Developer pursuant to Section 6.1 of this Agreement.

◆WAHD◆: Washington Avenue Historic Developer, L.L.C., a Missouri limited liability company, having the following Members: HRI as manager, Bachelor Investment Group, LLC and Clifton W. Gates.

◆Work◆: All work necessary to implement and construct the Redevelopment Project within the Redevelopment Area according to the Proposal, this Agreement and the Redevelopment Plan and as further defined in the LCRA Redevelopment Agreement.



2. Acceptance of Proposal; Developer Designation. The City hereby selects the Developer to perform the Work in accordance with the Redevelopment Plan, the Proposal and this Agreement. To the extent of any inconsistency among the foregoing, the parties agree that the more restrictive document shall govern so long as such more restrictive document does not constitute a change to the Redevelopment Plan or Redevelopment Project as would require further hearing pursuant to the TIF Act.

3. Developer to Advance Costs. Developer agrees to advance all Redevelopment Project Costs (exclusive of monies advanced by the LCRA, the Comptroller or the City to fund the costs of the remediation work) as necessary prior to Closing to acquire the Property, to relocate the occupants of the Property in accordance with the Relocation Policy and Relocation Plan, to perform feasibility studies, revenue verification and appraisals required for the various private and public financing sources, and to perform all other predevelopment work, both before and after Closing, in accordance with the Cooperation Agreement and the LCRA Redevelopment Agreement.

4. Acquisition of the Property. Developer shall acquire the Property, including all reversionary rights in accordance with the terms of the Cooperation Agreement and the LCRA Redevelopment Agreement. Developer agrees to obtain all necessary title commitments, inspections, tests, surveys and reports and to select (subject to the City's reasonable approval) hire and retain all necessary experts, professionals, including attorneys, architects, engineers, and staff.

5. Developer's Performance of the Work. Within sixty (60) days of the conveyance of title to the Property, Developer shall initiate performance of the Work. Developer agrees to perform the Work, or cause the Work to be performed, in a good and workmanlike manner with quality materials, free of defect, in accordance with the Construction Plans and in compliance with all applicable federal, state and local laws. Developer shall complete or cause the completion of the Work based upon a schedule to be provided by Developer and approved by LCRA and the City, such approval not to be unreasonably withheld or delayed. The Developer shall further ensure that all architects, contractors and other third parties retained in connection with the construction shall obtain all licenses and permits required in connection therewith. The Developer shall pay or cause to be paid all suppliers of any labor, material or other lienable items, services or material provided in construction of the Redevelopment Project when and as due and payable and shall not permit any mechanic's, materialmen's architect's/engineers or supplier's liens to

attach to any property improved by the Redevelopment Project; provided that the Developer shall not be deemed in breach of this provision while it acts in good faith to contest such lien or the underlying claim. All construction of the Redevelopment Project shall be in compliance with all applicable laws, regulations or ordinances regarding competitive bidding, performance, payment or construction bonds and prevailing wages.

5.1 Relocation. As expeditiously as is commercially feasible and as required by law, Developer shall relocate in accordance with the Relocation Policy and Relocation Plan all occupants of and businesses on the Property not otherwise provided for in the acquisition of the Property.

5.2 Construction Contracts. At or prior to closing and in constructing or causing the construction of the Work, Developer shall enter into a Cost Plus Fee subject to a Guaranteed Maximum Price Contract (the Construction Contract), the form of which shall be acceptable to LCRA and the City, such acceptance not to be unreasonably withheld, conditioned or delayed. Prior to execution of the Construction Contract, Developer shall provide satisfactory documentation to the City and LCRA evidencing that any recourse against the City of any contractor performing the Work is limited to: (i) funds on deposit in the Special Allocation Fund in such amount as may be lawfully due such contractor for labor or materials used in the construction of Redevelopment Project, provided that in no event shall such amount exceed the amount of Redevelopment Project Costs reimbursable to Developer pursuant to the terms of this Agreement; or (ii) any mechanic's lien rights such contractor may have against the Property. The Construction Contract shall otherwise reflect the terms provided in the Cooperation Agreement and the Term Sheet referenced to therein.

5.3 Construction Plans. The Developer has submitted, and LCRA and the City have approved, preliminary construction drawings for the Redevelopment Project (excluding working drawings). Final Construction Plans shall be prepared by a professional engineer or architect licensed to practice in the State of Missouri. The City shall approve or reject, in writing, Developer's final Construction Plans (working drawings) within forty-five (45) days after submittal by Developer to the City. Developer shall use best efforts to submit such Plans in sufficient completeness and detail to show that construction will be in accordance with the provisions of the Redevelopment Plan or this Agreement and all applicable codes, ordinances and regulations. If the City rejects the Construction Plans, said rejection shall specify (consistent with the level of detail provided in the Construction Plans) any and all deficiencies in the Construction Plans relating to lack of conformity with the Redevelopment

Plan or this Agreement and with applicable City codes, ordinances and regulations; provided that the City's failure to specify deficiencies in the Construction Plans relating to City codes, ordinances, and regulations shall not relieve Developer of Developer's obligations to perform the Work in accordance therewith. Following receipt of the rejection, Developer shall submit new or corrected Construction Plans, within thirty (30) days after the date Developer receives written notice of the City's rejection of the Construction Plan referred to in the latest such notice. The provisions of this subparagraph relating to approval rejection and resubmittal of the Construction Plans shall continue to apply to resubmittal of corrected Construction Plans until the Construction Plans have been approved by the City. Said approval shall not be unreasonably withheld or delayed by the City. Developer agrees that all construction work by Developer or its agents or independent contractors shall be in substantial conformity with the Construction Plans as finally approved by the City. Developer understands that it will have to satisfy any and all requirements of state and local law, including any escrow, bond and/or guarantee requirements applicable to public works or improvements.

5.4 Changes. During the progress of the Work Developer may make such changes, including, without limitation, modification of the construction schedule, modification of the areas in which the Work is to be performed, expansion or deletion of items, and any and all such other changes as site conditions or orderly development may dictate, as may be in furtherance of the general objectives of the Redevelopment Plan; and as may be approved by the City, such approval not to be unreasonably withheld, provided that the City's approval for any change in excess of the Construction Contract may be granted or withheld in the City's sole discretion.

5.5 Certificate of Final Completion. Promptly after final completion of the Work in accordance with the provisions of this Agreement, the LCRA Redevelopment Agreement and the Cooperation Agreement, Developer will furnish to the City a Certificate of Completion in substantially the form of Exhibit B hereto executed by Developer's architect/engineer or general contractor so certifying. Acceptance of the Certificate of Completion by the City shall be a conclusive determination of the satisfaction of Developer's agreements and covenants to perform the Work. The Certificate of Completion provided for by this subparagraph shall be in a form which will enable recordation in the office of the City Recorder. If the City shall refuse to accept such certification the City shall, within thirty (30) days after written request by Developer, provide to Developer a written statement stating in adequate detail in what respects Developer has failed to complete the Work in reasonable

accordance with the provisions of this Agreement or the Redevelopment Plan or is otherwise in default and what measures or acts Developer must take or perform, in the commercially reasonable opinion of the City, to obtain such certification.

6. TIF Obligations. Subject to receiving the maximum state TIF allocation pursuant to Section 99.845.4 of the TIF Act, prior to or at Closing, the City shall utilize its powers under the TIF Act and under such other authority provided pursuant to Missouri law to issue, subject to the terms, conditions and limitations herein and in the Cooperation Agreement, TIF Obligations, in a net maximum aggregate principal amount not to exceed the sum of Eighty Million Six Hundred Ninety Five Thousand Dollars (\$80,695,000) to be used by the Developer for Redevelopment Project Costs. It is anticipated that the TIF Obligations will consist of 1) a HUD Section 108 Loan (◆ HUD 108 Loan ◆) in the approximate amount of \$50,000,000 to be paid primarily from TIF Revenues and other sales, utility, income and local tax revenues generated by the Redevelopment Project; and 2) leasehold revenue bonds issued in connection with the convention center (the ◆ Convention Center Bonds ◆) which will generate net proceeds which when added to the net proceeds received by the City from the HUD 108 Loan will not exceed \$80,695,000. The City acknowledges that the net amount of the City's participation will be \$80,695,000 if no additional Empowerment Zone tax-exempt bonding authority in excess of \$95,000,000 is awarded to the Developer. The City may fund any shortfall in net proceeds from the HUD 108 Loan or the Convention Center Bonds from other sources. For all purposes under the Cooperation Agreement and this Agreement, any City participation in excess of \$74,695,000 (◆ City Debt ◆) shall: (i) be repaid without interest out of Project Cash Flow to the extent same is available after payment of (a) all Project Cash Flow items (Items 1 through 10 under Application of Project Cash Flow on pages 5 and 6 of the Cooperation Agreement, together with (b) a return, not to exceed 15% per annum, on the Preferred Hotel Owner Equity (as referenced in Appendix 9 of the Redevelopment Plan)) and prior to the payment of the sharing percentages set forth in Item 11 under Application of Project Cash Flow on page 6 of the Cooperation Agreement, commencing in calendar year 2005 at an annual rate not to exceed \$200,000; provided, however, that if there is any Project Cash Flow under the foregoing scenario available prior to 2005 that would otherwise be distributed under Item 11, then such amount up to \$200,000 annually shall be paid to the City and credited against the payments otherwise due thereafter in inverse order of maturity, and (ii) shall be secured by a mortgage, lien assignment or lien security interest subordinate and inferior to all Project mortgages securing Project debt (except for any mortgage, lien assignment or

lien security interest, if any for those interests under Item 11). Upon a sale or refinancing of the Project, the City Debt shall be afforded the same priority as afforded such participation in Project Cash Flow. The disbursement, administration and use of the proceeds from the TIF Obligations (i) shall be subject to the satisfaction of the requirements and conditions precedent contained herein, and (ii) shall be subject to and in accordance with an inter-creditor agreement (the **Inter-Creditor Agreement**) and escrow and disbursing agreement (the **Escrow and Disbursing Agreement**), both entered into amongst Developer, the City and all lenders, bond trustees or other parties contributing equity or debt financing capital required to fully fund the completion of the Project. The Inter-Creditor Agreement and the Escrow and Disbursing Agreement shall contain such requirements and conditions to disbursement, such provisions for the administration and use of the proceeds and such representations, covenants and agreements by Developer, for the benefit of and protection of the interests of the City and such other terms and conditions as the City may require, in its sole discretion.

6.1 Payments in Lieu of Taxes. Developer shall make payments in lieu of taxes (**Pilots**) (as defined in the TIF Act) in accordance with Section 99.845.1(2) of the TIF Act. In addition to the foregoing, pursuant to the Cooperation Agreement, Developer agrees to make additional payments for deposit into the City's Special Allocation Fund (**Additional Payments**) in each of the following years in such amounts as will cause the sum of the Pilots and the Additional Payments for each such year to equal the following aggregate annual amounts:

Year Sum of Pilots & Additional Payments

2003	\$1,400,000
2004	\$2,750,000
2005	\$2,850,000
2006	\$2,950,000
2007	\$3,050,000
2008	\$3,150,000
2009	\$3,250,000
2010	\$3,350,000
2011	\$3,450,000
2012	\$3,550,000
2013	\$3,650,000
2014	\$3,750,000

2015 \$3,759,375  
2016 \$3,768,773  
2017 \$3,778,195  
2018 \$3,787,641  
2019 \$3,797,110  
2020 \$3,806,603  
2021 \$3,816,119  
2022 \$3,825,660

Developer's obligation to make the Pilots and Additional Payments for all of the foregoing years shall be secured by a Deed of Trust encumbering the Property substantially in the form attached hereto as Exhibit C (the Deed of Trust). It shall be a condition precedent to distribution of the proceeds from the TIF Obligations that (a) the City shall receive evidence satisfactory to the City showing that the Deed of Trust has been duly executed, recorded in all appropriate offices necessary to effectively create a valid and perfected first priority lien on the Property subject to only such exceptions as are permitted by the City, and (b) the City shall receive a lender's policy of title insurance in form and substance satisfactory to the City insuring the City's first perfected lien on the Property, pursuant to the Deed of Trust, subject only to such exceptions as are permitted by the City.

6.2. Ch. 99 Tax Abatement. Notwithstanding Section 6.1 of this Agreement, Developer, as a condition precedent to Developer's obligations under this Agreement, shall be entitled to ten years of Tax Abatement pursuant to Sections 99.700 to 99.715 Missouri Revised Statutes 1994 (Ch. 99), as amended, upon application to the LCRA as provided therein. The parties acknowledge and confirm that under the TIF Act, Pilots are mandatory payments; however, they further acknowledge and confirm that by reason of the ten years of Tax Abatement to be granted by the LCRA pursuant to Ch. 99, there will be no Pilots to be made during such ten year period.

6.3. Cooperation in the Issuance of TIF Obligations. The Developer covenants to cooperate and take all reasonable actions necessary to assist the City and its counsel, underwriters and financial advisors in the disclosure and preparation of offering statements, private placement memorandum, loan documents and all other documents necessary to issue the TIF Obligations. So long as any TIF Obligation is outstanding, but in no event more than twenty-three (23) years from the adoption by the City of the ordinance approving the Redevelopment

Project within the Redevelopment Area, the Developer shall cause such obligation to cooperate in the issuance of TIF Obligations to be a covenant running with the land and shall be enforceable as if any subsequent purchaser, lessee or transferee or possessor of any portion of the Property were originally a party to and bound by this Agreement.

7. seq level1 \h \r0 Creation of Special Allocation Fund; Application of TIF Revenues. The City agrees to cause its financial officers to create the Special Allocation Fund and all necessary subaccounts therein. Subject to the requirements of the TIF Act and the City's ordinance(s) authorizing the issuance of the TIF Obligations, the City shall promptly, upon receipt thereof deposit the TIF Revenues into the Special Allocation Fund. The City hereby agrees, for and during the term of this Agreement to apply such TIF Revenues (subject to appropriation, relative to those TIF Revenues described in clauses (b) and (c) of the definition thereof) to the repayment of TIF Obligations issued pursuant to this Agreement.

The City and the Developer agree to cooperate and take all reasonable actions necessary to cause the TIF Revenues to be paid into the Special Allocation Fund, including the City's enforcement and collection of all such payments through all reasonable and ordinary legal means of enforcement. Prior to the application of moneys to the payment of TIF Obligations, reasonable expenses of the City associated therewith and applicable trustees fees and expenses shall be payable from the Special Allocation Fund.

To assist the City in calculating TIF Revenues and establish the City's sales tax base, the Developer shall use all reasonable efforts to supply or cause to be promptly supplied to the City monthly sales tax information including copies of monthly sales tax returns filed with the Missouri Department of Revenue and/or provided to the St. Louis City Collector of Revenue, as applicable, promptly after filing, by businesses within the TIF District who are "sellers" (as that term is defined in Section 144.010(9) of the Revised Statutes of Missouri as amended), located on the Property following completion of the Work; and monthly invoices received for utility services provided to the Property, including but not limited to electric, natural gas and telephone services. So long as any TIF Obligations are outstanding, but in no event for a period of more than twenty-three (23) years from the date of approval by the City of the Redevelopment Ordinance approving inter alia, the Redevelopment Project, the Developer shall cause the foregoing obligation to be a covenant running with the land enforceable against each purchaser, lessee or other transferee or possessor thereof as though originally a party to and bound by this Agreement.

To the fullest extent permitted by law, the Developer shall use all reasonable efforts to cause any purchaser or transferee of the Property and any lessee or other user of the Property to designate sales subject to sales taxes pursuant to Chapter 144 of the Revised Statutes of Missouri as amended, to be reported as originating from the TIF District, and to require any purchaser, transferee, lessee or other user to file a copy with the City of all reports filed with the Missouri Department of Revenue or other governmental authorities (if related to sales taxes). So long as any TIF Obligation is outstanding, but in no event for a period of more than twenty-three (23) years from the date of approval by the City of the Redevelopment Ordinance approving, inter alia, the Redevelopment Project the Developer shall cause the foregoing obligation to be a covenant running with any Property acquired by Developer enforceable against each purchaser, lessee or other transferee or possessor thereof as though originally a party to and bound by this Agreement.

8. Assignment. Before the completion of construction of the Redevelopment Project in accordance with the terms of this Agreement, the Developer, on behalf of itself and its members or officers and directors, agrees that it shall not, without the City's written consent, pledge, mortgage, sell, transfer, lease, assign or dispose of voluntarily or involuntarily, by operation of law or otherwise transfer (Transfer) the Developer's rights and obligations under this Agreement, nor shall there be any transfer of an ownership interest in Developer: (1) to a person or entity not holding such interest on the date of Closing, or (2) that results in transfer of a controlling interest in the Developer. Furthermore, before the completion of construction of the Redevelopment Project, Housing Horizons, L.L.C. shall not transfer any of its ownership interest in Hotel Owner without the City's written consent. Developer represents and warrants that it has the full power and authority to commit its members or officers and directors to the restrictions on Transfers provided for herein. Any such consent when obtained shall not operate to relieve the assignor of its obligations arising from this Agreement, the LCRA Redevelopment Agreement, or the Cooperation Agreement or the Term Sheet referred to therein. After completion of the construction of the Redevelopment Project, the rights and obligations of the Developer shall be freely assignable without consent from the City. All assignees shall be fully bound by the obligations of the Developer hereunder and under the Redevelopment Plan.

9. Remedies.

(a) If at any time prior to the City's acceptance of a Certificate of Final Completion pursuant to subparagraph 5.5 above, Developer fails:



(i) to acquire any part of the Project Real Estate in accordance with the terms of the Cooperation Agreement or the LCRA Redevelopment Agreement; or

(ii) to continuously and diligently pursue the commitments of sale, financing and construction of the Project and the development of the Redevelopment Project in accordance with and subject to the terms hereof, the Cooperation Agreement and the LCRA Redevelopment Agreement, or

(iii) to comply with all of the terms of this Agreement, the LCRA Redevelopment Agreement, and the Cooperation Agreement, and all other Agreements among the City and/or LCRA and the Developer, or

(iv) to fully construct the Redevelopment Project (to be evidenced by the City's acceptance of a Certificate of Final Completion pursuant to subparagraph 5.5), such failure shall constitute a default by the Developer hereunder, and upon failure of Developer to cure such default the City may: 1) institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including but not limited to proceedings to compel specific performance by the Developer, or 2) terminate this Agreement. If the City elects to terminate this Agreement, the City shall have no obligation to refund or reimburse Developer for any amounts advanced under this Agreement and neither the City nor the Developer shall have any further rights or responsibilities to the other hereunder (except to the extent any of the specific provisions hereof by their express terms survive termination of this Agreement). Subject to the terms of the LCRA Redevelopment Agreement, if at the time of any such termination by City Developer shall own any of the parcels of the Property, Developer shall at the option of the City, exercisable within one (1) year of such termination, sell and convey by quitclaim deed such parcels of property as are owned by Developer to the City (or the City's designee) for a purchase price equal to the price originally paid by Developer for such property, plus all actual costs expended for demolition and/or environmental remediation.

(b) Except as otherwise provided in this Agreement and in addition to the City's rights under subparagraph (a) above, in the event of any default in or breach of any term or conditions of this Agreement by any party, or any successor, the defaulting or breaching party (or successor) shall, upon written notice from any other party, proceed immediately to cure or remedy such default or breach and, shall in any event within thirty (30) days after receipt of notice, commence to cure or remedy such default. In case such cure or remedy is not taken or not diligently pursued, or the default or breach shall not be cured

or remedied within a reasonable time, the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including, but not limited to proceedings to compel specific performance by the defaulting or breaching party terminate this Agreement, or the non-breaching party's obligations hereunder.

Notwithstanding the foregoing, Developer hereby acknowledges that its sole and exclusive remedy against the City (and its representatives and officials) relative to any default or breach by the City hereunder shall be the remedy of specific performance and in no event shall the City be liable to the Developer for money damages. In the event either party hereto files suit to enforce this Agreement against the other party hereto, the prevailing party in such proceeding shall be paid its reasonable attorney's fees and costs by the non-prevailing party.

10. Force Majeure. Neither the City nor Developer nor any successor in interest shall be considered in breach or default of their respective obligations under this Agreement, and times for performance of obligations hereunder shall be extended, to the extent allowed under all other Project Documents of Developer necessary for the completion of the Project, in the event of any delay caused by force majeure, including, without limitation, damage or destruction by fire or other casualty, other condemnation; strike; lockout; civil disorder, war, extraordinary delay in issuance of any permits and/or legal authorization by any governmental entity necessary for the Developer to proceed with construction; any referendum petition seeking to set aside the tax increment allocation financing adopted pursuant to the Redevelopment Plan; any shortage or delay in shipment of material or fuel; acts of God; unusually adverse weather or wet sod conditions; or other causes beyond the parties' reasonable control including but not limited to, any court order or judgment resulting from any litigation affecting the validity of the Redevelopment Plan, the Redevelopment Project or the TIF Obligations or affecting the acquisition of the Property; provided that Developer and the City shall give contemporaneous notice to the other of them of the occurrence of any event or condition that shall constitute force majeure hereunder, which notice shall identify the performance obligations which may be affected thereby and estimate the period of time over which the delay may run. No extension of time shall be provided, regardless of the existence of any such event or condition, if notice as aforesaid is not given.

11. Notices. Any notice, demand, or other communication required by this Agreement to be given by either party hereto to the other shall be in writing and

shall be sufficiently given or delivered if dispatched by certified United States First Class Mail, postage prepaid, or delivered personally,

(i) In the case of Developer, to:

WAHD  
c/o Historic Restoration Incorporated  
911 Washington Avenue, Suite 203  
St. Louis, MO 63101  
Attn: A. Thomas Leonhard, Jr.

HRI  
Historic Restoration, Incorporated  
210 Baronne Street, Suite 1717  
New Orleans, LA 70112  
Attn: Preston Kabacoff

Hotel Owner  
c/o Historic Restoration, Incorporated  
210 Baronne Street, Suite 1717  
New Orleans, LA 70112  
Attn: Preston Kabacoff

In each case with a copy to:

Kimberly Clark Corp.  
351 Phelps Drive  
Irving, TX 75038  
Attn: Lynn Fournier  
Vice President  
Housing Horizons, LLC

Elkins, PLC  
201 St. Charles ♦ Suite 3700  
New Orleans, LA 70770

Attn: Gary Elkins, Esq.

The Stolar Partnership  
911 Washington Avenue  
St. Louis, MO 63101

Attn: Richard K. Mersman, III

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

The Office of the Mayor  
City Hall, Room 200  
1200 Market Street  
St. Louis, MO 63103  
Attn: Deputy Mayor for Development

Office of the Comptroller  
City Hall, Room 311  
1200 Market Street  
St. Louis, MO 63103  
Attn: Darlene Green

In each case with a copy to:

Office of the City Counselor  
City Hall, Room 314  
1200 Market Street  
St. Louis, MO 63103  
Attn: Thomas J. Ray

(iii) In the case of LCRA, to:

The Land Clearance for Redevelopment Authority of the City of St. Louis  
1015 Locust Street  
St. Louis, MO 63101  
Attention: Executive Director

In each case with a copy to:

Gregory R. Smith, Esq.  
Husch & Eppenberger, LLC  
100 N. Broadway, Suite 1300  
St. Louis, MO 63102-2789

or to such other address with respect to either party as that party may, from time to time, designate in writing and forward to the other as provided in this paragraph.

## 12. Insurance.

12.1 Developer, at its sole cost and expense, shall provide and keep in force, unless specified otherwise, at all times from the date Developer acquires title to any of the Project Property through the later of either (i) the termination of this Agreement or (ii) the date that all Pilot Payments have been paid in full, the following policy or policies of insurance:

(a) until delivery of the Certificate of Final Completion, builder's all-risk, completed value, non-reporting form insurance to cover all development and/or construction work, buildings, improvements and off-site and on-site materials on the Project and all properties covered by the Deed of Trust, covering the full replacement value of the improvements;

(b) Prior to or simultaneous with the expiration of the aforementioned builder's risk insurance, insurance against loss of or damage to the Project by fire and other hazards covered by so-called extended coverage and such other casualties and hazards as City shall reasonably require from time to time, covering the full replacement value of the improvements;

(c) earthquake insurance;

(d) flood insurance in the maximum available amount if the Project is now or later becomes designated as located in a flood hazard area as described in the Flood Disaster Protection Act of 1973, as amended from time to time, or any similar federal or state law now or hereafter enacted;

(e) business interruption insurance;

(f) boiler and machinery insurance;

(g) comprehensive general public liability insurance against claims for bodily injury, death or property damage in customary and adequate amounts, or, in City's discretion, in such amounts as may be reasonably satisfactory or desirable to City, from time to time, in its reasonable discretion;

(h) City's title insurance in the amount of all Obligations secured hereby, or such lesser amount to which City consents; and

(i) such other insurance on the Property, as City may reasonably require from time to time.

The policies of insurance required by this section shall be in companies, forms and amounts, and for such periods, as City shall require from time to time, and shall insure the respective interests of Developer and City. Such insurance may not be provided in umbrella policies which insure any real or personal property other than Project Property. The insurance proceeds from all such policies of insurance (other than the proceeds from the policy required under clause (g) above) shall be payable to City pursuant to a noncontributing first mortgagee endorsement satisfactory in form and substance to City. Certificates of the original policies and renewals thereof covering the risks required herein to be insured against, bearing satisfactory evidence of payment of all premiums thereon, shall be delivered to and held by City on demand. At least thirty (30) days prior to the expiration of each policy required to be provided by Developer, Developer shall deliver certificates of renewal policies to City with appropriate evidence of payment of premiums therefor. All insurance policies required herein shall provide that no cancellation, reduction in amount or material change in coverage thereof shall be effective until at least thirty (30) days after receipt by City of written notice thereof. All insurance policies required herein shall (1) include effective waivers by the insurer of all rights of subrogation against any named insured and any other loss payee; and (2) provide that any losses shall be payable to City notwithstanding:

any act, failure to act or negligence of or violation of warranties, declarations or conditions contained in such policy by any named insured or other loss payee, the occupation or use of the Building or the Premises for purposes more hazardous than permitted by the terms thereof,

any foreclosure or other action or proceeding taken by City or Trustee pursuant to any provision of this Deed of Trust, or

any change in title to or ownership of the Property.

### 13. Miscellaneous Provisions.

13.1 Inspection. Developer shall upon reasonable advance notice, allow authorized representatives of the City access to the Work site from time to time for reasonable inspection of the Work.

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

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

13.4 Counterparts. This Agreement is executed in multiple counterparts, each of which shall constitute one and the same instrument.

13.5 Prevailing Wage. The Developer agrees that any Work performed by or for Developer under this Agreement shall comply with all applicable provisions of the prevailing wage laws and with all other applicable laws, ordinances, and regulations governing fair labor practices.

13.6 Severability. In the event any term or provision of this Agreement is held to be unenforceable by a court of competent jurisdiction, the remainder shall continue in full force and effect to the extent the remainder can be given effect without the invalid provision, unless the unenforceable or invalid term or provision is such that a court reasonably would find that the parties, or either of them would not have entered the Agreement without such term or provision, or would not have intended the remainder of the Agreement to be enforced without such term or provision.

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

13.8 Mutual Assistance. The parties agree to take such reasonable actions, including the execution and delivery of such documents, instruments, petitions and certifications supplemental hereto, and the obtaining of grants of access to and temporary easements over public property as may be necessary or

appropriate to carry out the terms, provisions and intent of this Agreement and which do not impair the rights of the signing party as they exist under this Agreement, and to aid and assist each other in carrying out said terms, provisions and intent; provided that nothing herein shall be construed to obligate the City to grant municipal permits or other approvals it would not be obligated to grant, acting as a political subdivision absent this Agreement. Developer covenants to take all reasonable actions necessary to assist the City, any bond counsel and the underwriter in the preparation of Offering Statements, Private Placement Memoranda, loan applications and similar documents deemed necessary to provide the public assistance provided for in this Agreement.

### 13.9 Indemnifications and Release.

(a) Developer agrees to indemnify and hold the City, its employees, agents and independent contractors and consultants (the City's Representatives) harmless from and against any and all suits, claims, costs of defense, damages, injuries, liabilities, costs and/or expenses, including court costs and attorneys fees, resulting from, arising out of, or in any way connected with:

(i) The Redevelopment Plan, the Redevelopment Project, this Agreement, the LCRA Redevelopment Agreement, the Cooperation Agreement, or any ordinances or resolutions connected therewith, including but not limited to Board Bills 305, 306, 327, 329, 330 and 332 (but excluding claims arising from the misconduct or negligence of the City or the City's Representatives or any claims relating to the City or the City's Representatives actions of any kind whatsoever regarding the Property prior to the approval of this Agreement) including any legal action brought challenging all or any of the foregoing;

(ii) The construction of the Redevelopment Project;

(iii) The negligence or willful misconduct of Developer, its employees, agents or independent contractors in connection with the management, development, redevelopment and construction of the Redevelopment Project;

(iv) all costs, expenses, damages or other charges created, incurred or imposed under Section 4 hereof;

(v) all costs of litigation and for payment of damages awarded in any eminent domain action filed pursuant to the LCRA Redevelopment Agreement;

(v) the vacation of St. Charles Street pursuant to Board Bill 329; and



(vi) The City's or LCRA's ownership or control, or operation of all or any part of the Property, or the condition of the Property, including, without limitation, any environmental cost or liability. The City and the Developer agree that the Developer shall assume the defense on behalf of the Developer and/or the City, and defend vigorously thereafter any litigation challenging the legality of the Redevelopment Plan, the Redevelopment Project, the designation of the TIF District as a redevelopment area, or any ordinances connected therewith, in a timely manner with the goal of upholding all the aforementioned and this Agreement, and any related ordinances and agreements and in order to fulfill the goals of the Redevelopment Plan. The City shall have the right to intervene in any such litigation but shall take reasonable direction from the attorneys specified by the Developer to defend the respective parties. All costs of any such defense, whether incurred by the City or the Developer, shall be deemed to be eligible Redevelopment Project Costs under the TIF Plan pursuant to the Cooperation Agreement. The indemnifications contained in this Section shall survive termination or expiration of this Agreement.

(b) All covenants, stipulations, promises, agreements and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City and not of any of the City's Representatives in their individual capacities.

13.10 Term. Unless earlier terminated as provided herein, this Agreement shall remain in full force and effect so long as tax increment allocation financing shall apply to any portion of the Project and at the dissolution of the TIF District this Agreement shall terminate and become null and void.

13.11 Representations of the Parties.

(a) Representations of the City. The City hereby represents and warrants that the City has full constitutional and lawful right, power and authority, under current applicable law, to execute and deliver and perform the terms and obligations of this Agreement, and all of the foregoing have been or will be duly and validly authorized and approved by all necessary City proceedings, findings and actions. Accordingly, this Agreement constitutes the legal valid and binding obligation of the City, enforceable in accordance with its terms.

(b) Representations the Developer. Developer makes the following representations and warranties, which representations and warranties are true

and correct on the date hereof and as of the date of issuance of the TIF Obligations:

- (i) HRI is a Louisiana Corporation, in good standing and validly existing.
- (ii) WAHD and the Hotel Owner are Missouri limited liability companies, validly existing, and in good standing under the laws of the State of Missouri.
- (iii) Developer has and will have at Closing, all necessary power and authority to enter into this Agreement, and to execute and deliver the documents required of the Developer herein.
- (iv) Developer and the Redevelopment Project comply with the City's Tax Increment Finance Policy adopted by the Tax Increment Financing Commission.

13.12 Restrictive Covenants. Developer and any related entities (and purchasers, transferees and successors and assigns) shall maintain or cause to be maintained all buildings and improvements among the Property which it owns or leases in a first class state of repair and attractiveness (consistent with reasonable construction and development activities occurring pursuant to this Agreement), and shall maintain reasonable property and liability insurance with respect to the same. Additionally, as consideration for the City's performance under this Agreement, Developer and any affiliated entities hereby agree (on behalf of themselves as of the date any of them takes title to property in the Project, and on behalf of any subsequent transferees of any property in the TIF District) that unless the City agrees otherwise in writing, the primary use of the TIF District shall at all times be and remain a convention headquarters hotel, and a majority of the building square footage located on the TIF District shall be devoted to convention headquarters hotel use, open to the public and shall be managed by Renaissance Hotel Operating Company, a wholly owned subsidiary of Marriott International, or other four star hotel operator with a substantial reservation system and substantial convention headquarters hotel experience. The Developer, its successors and permitted assigns, stockholder, partner, member or related entity, hereby covenant to comply with all the provisions of this Agreement and the Redevelopment Plan with respect to the Project Real Estate. The obligations of this Agreement and the Redevelopment Plan shall run with the land and upon acquiring title to any portion of the Project Real Estate the Developer shall record an instrument, in a form acceptable to the City.

These restrictions are for the benefit of the City and may be enforced by the City by a suit for specific performance or for damages, or both.

13.13 Work Force Issues. Throughout the term of this Agreement and the subsequent operation of the Redevelopment Project, Developer shall cause the Project to comply with all Federal, State and Local laws and executive orders regarding contracting, hiring and employment, including executive orders setting reasonable goals for minority and women owned business participation and minority hiring. The City shall be afforded reasonable access to monitor compliance with such goals. Developer shall cause the operator of the Project to implement a welfare to work program reasonably satisfactory to the City.

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

13.15 Nondiscrimination. The Developer agrees that, as an independent covenant running with the land forever, there shall be no discrimination upon the basis of race, creed, color, national origin, sex, age, marital status, physical handicap or sexual orientation in the sale, lease, rental, occupancy or use of any of the facilities under its control in the Redevelopment Project Area or any portion thereof and said covenant may be enforced by the City or the United States of America or any of their respective agencies. The Developer further agrees that a provision containing the covenants in this paragraph shall be included in all agreements pertaining to the lease or conveyance or transfer (by any means) of all or a portion of the Private Projects and any of the facilities under its control in the Redevelopment Project Area.

13.16 Fair Employment. Without limiting any of the foregoing the Developer voluntarily agrees to adhere to the Equal Opportunity and Nondiscrimination Guidelines set and attached hereto and incorporated herein as Exhibit D. By execution of this Agreement, the Developer certifies and agrees that it is under no contractual or other disability which would prevent it from complying with its policy set forth in Exhibit D.

13.17 Conflict Between Terms. To the extent there is a conflict or ambiguity between the terms and conditions contained in this Agreement and the Cooperation Agreement or LCRA Redevelopment Agreement, the terms and conditions contained in this Agreement shall govern in all respects.

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

(SEAL)

CITY OF ST. LOUIS, MISSOURI

By:  
Name: Clarence Harmon  
Title: Mayor

By:  
Name: Darlene Green  
Title: City Comptroller

Approved as to form:

Thomas J. Ray, City Counselor

City Register

WASHINGTON AVENUE HISTORIC DEVELOPER, L.L.C.

By: Historic Restoration, Incorporated  
Its: Manager

By:  
Name:  
Title:

HISTORIC RESTORATION, INCORPORATED

By:  
Name:

Title:

GATEWAY HOTEL PARTNERS, LLC

By:

Name:

Title:

EXHIBIT A

#### LEGAL DESCRIPTION







All of blocks 171 and 172 and a portion of blocks 170 and 272 in the City of St. Louis together with surrounding portions of Washington Ave., St. Charles St., N. Tenth St., N. Ninth St. and N. Eighth St., more specifically described as follows:

Beginning at the point of intersection of the west line of N. Tenth St. (60 feet wide) and the north line of Washington Av. (80 feet wide); thence eastwardly along said north line of Washington Av. to its point of intersection with west line of N. Ninth St. (56 feet wide); thence northwardly along said west line of N. Ninth St. to its point of intersection with the westward prolongation of the north line of property in City Block 170 now, or formerly owned by the Land Clearance for Redevelopment Authority of the City of St. Louis; thence eastwardly along said westward prolongation and said north property line to its point of intersection with the east line of said property; thence southwardly along said east property line to its point of intersection with the north line of Washington Ave.; thence eastwardly along said north line of Washington Av. To its point of intersection with the northward prolongation of the east line of N. Eighth St. (60 feet wide); thence southwardly along said northward prolongation and said east line of Eighth St. to its point of intersection with the eastward prolongation of the south line of St. Charles St. (50 feet wide); thence westwardly along said eastward prolongation and said south line of St. Charles St. to its point of intersection with the east line of N. Ninth St.; thence southwardly along said east line of N. Ninth St. to its point of intersection with the eastward prolongation of the south line of a 15 foot wide east-west ally in City Block 272; thence westwardly along said eastward prolongation, said south alley line and its westward prolongation to its point of intersection with the west line of N. Tenth St.; thence northwardly along said west line of N. Tenth St. to its point of intersection with the north line of Washington Av., the point of beginning.

In addition to the above, certain air rights will be included for above ground skyway(s).

EXHIBIT B

CERTIFICATE OF FINAL COMPLETION

The undersigned is the \_\_\_\_\_ of \_\_\_\_\_, the Architect/Engineer/General Contractor for the Redevelopment Project carried out by Washington Avenue Historic Developer, L.L.C. (the Developer) in accordance with the terms of that certain Redevelopment Agreement dated \_\_\_\_\_, 2000 (the Agreement) between the Developer and the City of St. Louis, Missouri (the City). The Redevelopment Project has been constructed on the property legally described on the attached Exhibit A and incorporated herein by reference.

The undersigned hereby certifies to the Developer and the City: (a) the construction of the Redevelopment Project has been reviewed and found to be complete, in a good and workmanlike manner, in accordance with the approved Construction Plans (as defined in the Agreement), with the Agreement, and with all applicable federal, state and local laws; (b) the date of final completion of the Redevelopment Project is the date of this Certificate; and (c) the costs incurred in the completion of the Redevelopment Project are \$ \_\_\_\_\_ or more.

IN WITNESS WHEREOF, the undersigned has duly executed this Certificate on the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

[NAME OF PROJECT ARCHITECT/ENGINEER/GENERAL CONTRACTOR)

(SEAL)

By:  
Title:

Attest:

\_\_\_\_\_

STATE OF MISSOURI )

) 

CITY OF ST. LOUIS )

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ before me appeared \_\_\_\_\_, to me personally known, who being, by me duly sworn, did say that \_\_\_\_\_ is the \_\_\_\_\_ of \_\_\_\_\_, a corporation of the State of \_\_\_\_\_, and that said instrument was signed on behalf of said corporation by authority of its board of directors and that said \_\_\_\_\_ acknowledged said instrument to be the free act and deed of said corporation.

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

Notary Public

My commission expires:

\_\_\_\_\_

EXHIBIT C

FORM OF DEED OF TRUST

DEED OF TRUST AND SECURITY AGREEMENT

GATEWAY HOTEL PARTNERS, LLC, as Grantor

to

HUSCH TRUSTEE, INC., as Trustee

for the benefit of

CITY OF ST. LOUIS, MISSOURI, as Beneficiary

DATED: As of \_\_\_\_\_, 2000

Premises located at:

\_\_\_\_\_, St. Louis, Missouri

THIS DEED OF TRUST AND SECURITY AGREEMENT SECURES FUTURE ADVANCES AND FUTURE OBLIGATIONS AND IS TO BE GOVERNED BY

SECTION 443.055, REVISED STATUTES OF MISSOURI. \$ 67,489,476.00 IS THE TOTAL PRINCIPAL AMOUNT OF ALL OBLIGATIONS WHICH ARE SECURED HEREBY.

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## EXHIBITS

A. Legal Description of Premises

B. Title and Warranty Exceptions

## DEED OF TRUST AND SECURITY AGREEMENT

This Deed of Trust and Security Agreement (the **Deed of Trust**) is made as of \_\_\_\_\_, 2000, by and among GATEWAY HOTEL PARTNERS, LLC, (**Grantor**) a Missouri limited liability company with an office located at 911 Washington Avenue, Suite 203, St. Louis, MO 63101, HUSCH TRUSTEE, INC. (**Trustee**), a Missouri corporation with an office located at 235 East High Street, Jefferson City, Missouri 65101, and CITY OF ST. LOUIS, MISSOURI, (**Beneficiary**), a city and political subdivision duly organized and existing under its Charter and the Constitution and laws of the State of Missouri, with an address of City Hall, 1200 Market Street, St. Louis, MO 63103

### WITNESSETH :

WHEREAS, Grantor, Beneficiary, Historic Restoration Incorporated (**HRI**) and Washington Avenue Historic Developer, LLC (**WAHD**); Grantor, HRI and WAHD are hereinafter collectively referred to as the **Developer**) are parties to that certain Redevelopment Agreement dated as of the \_\_\_\_ day of \_\_\_\_\_ 2000 (the **Redevelopment Agreement**; all capitalized terms contained herein and not defined herein shall have the meaning ascribed to them in the Redevelopment Agreement); and

WHEREAS, pursuant to the Redevelopment Agreement, Developer has agreed to make certain Pilot payments; and

NOW, THEREFORE, in order to secure the full and prompt payment of the Pilots in accordance with the terms of the Redevelopment Agreement, as the same may be amended, modified, renewed or extended from time to time, (the **Obligations**), Grantor does hereby GRANT, BARGAIN, and SELL, CONVEY and CONFIRM,

unto Trustee, and unto Trustee's successors and assigns forever, all of Grantor's right, title and interest in and to the following property, whether such property or interest therein is now owned or existing or hereafter acquired or arising (collectively, the Property):

All of the tracts, parcels or other units of land described in Exhibit A attached hereto (the Premises); and

All of the buildings, structures and other improvements, now or at any time hereafter erected, constructed or situated on the Premises, together with any alterations, additions and improvements thereto and all restorations and replacements thereof hereafter made from time to time (collectively, the Building); and

All machinery, apparatus, equipment and fixtures of every kind and nature whatsoever now or at any time hereafter located in, on or about the Building or upon the Premises, or attached to or used or usable in connection with the operation or maintenance of the Premises or the Building or in connection with any construction being conducted on the Premises, including, but not limited to, all building materials and supplies, all heating, lighting and power equipment, engines, plumbing, electrical, mechanical, refrigeration, ventilating and air-conditioning equipment and apparatus, elevators, cranes, fittings, tools, ducts and compressors (collectively, the Building Equipment), which Building Equipment shall, to the fullest extent permitted by law, be deemed to constitute fixtures and part of the real property encumbered by this Deed of Trust; and

All opened or proposed avenues, streets, roads, public places, sidewalks, alleys, strips or gores of land, in front of or adjoining or used in connection with the Premises or the Building, and all estates, easements, interests, licenses, tenements, hereditaments, appurtenances, rights and rights of way, public or private, pertaining, belonging or otherwise relating to the Premises or the Building; and

All insurance proceeds and any judgments, settlements, awards and other payments, including interest thereon, which may be made in respect of the Property, or any estate or easement therein, as a result of damage to or destruction of the Property, the exercise of the right of condemnation or eminent domain over any interest in the Property, the closing of, or the alteration of the grade of, any street on or adjoining the Premises, or any other injury to or decrease in the value of the Property; and

All franchises, permits, licenses and other rights therein respecting the use, occupation or operation of the Property or the activities conducted thereon or thereabout; and

All rents, income and other benefits arising out of or otherwise related to the Property and all leases on or affecting the Property, and any security deposits, contract rights, general intangibles, actions, rights of action, and unearned insurance premiums relating to such leases or the Property; and

All accessions to, substitutes for, and all modifications, replacements, renewals, products and proceeds of any of the foregoing.

TO HAVE AND TO HOLD the Property unto Trustee, and unto the trustee's successors and assigns forever, IN TRUST, for the benefit of Beneficiary, to secure the payment and performance of the Obligations.

Grantor COVENANTS, REPRESENTS AND WARRANTS AS FOLLOWS: Indebtedness Secured TC "1. Indebtedness Secured" \f C \l "2" . This Deed of Trust has been given and is intended to secure the full and prompt payment and performance of the Obligations. This Deed of Trust shall be governed by Section 443.055, Revised Statutes of Missouri and shall secure, among other things, future advances and future obligations within the meaning of Section 443.055, Revised Statutes of Missouri. The priority of the lien hereunder securing such future advances and future obligations shall relate back to the date this Deed of Trust was recorded, all in accordance with Section 443.055, Revised Statutes of Missouri. The total principal amount of Obligations which may be secured hereby at any one time is Sixty Seven Million, Four Hundred Eighty Nine Thousand, Four Hundred Seventy Six and 00/100 Dollars (\$ 67,489,476.00). In addition, the Deed of Trust shall secure unpaid balances of advances made by Beneficiary with respect to the Property, for the payment of Impositions, as hereinafter defined, insurance premiums and costs incurred for the protection of the Property and any charges, expenses and fees, including, without limitation, attorneys' fees, which, by the terms hereof, shall be added to and increase the Obligations. Grantor acknowledges and agrees that all of the duties and obligations imposed on it hereunder, whether absolute or contingent, due or to become due, are for the reasonable protection of the lien of this Deed of Trust. This Deed of Trust shall remain in full force and effect with respect to all of the Property until all Obligations shall have been paid and performed in full. If the Obligations are paid and performed in accordance with the terms of the Redevelopment Agreement, including, without limitation, the observance of all the agreements contained in this Deed of Trust, this Deed of Trust shall become void and shall be released at the

expense of Grantor; but upon the occurrence of an Event of Default, as hereinafter defined, or whenever else Beneficiary may accelerate any of the Obligations, the whole of the indebtedness secured by this Deed of Trust shall, at the option of Beneficiary, become immediately due and payable and Beneficiary shall be entitled to pursue any or all of its remedies hereunder, including, without limitation, the power to foreclose upon the Property according to law as hereinafter provided.

## Title to Property and Other Representations and Warranties TC "2. Title to Property and Other Representations and Warranties" \f C \l "2" .

Except as expressly set forth in Exhibit B hereto, Grantor represents and warrants to Beneficiary that: (i) it has an indefeasible estate in fee simple absolute in the Premises and the Building and good, indefeasible and marketable title to the remainder of the Property; and (ii) the Property is free of all liens, encumbrances, adverse claims and other defects of title whatsoever. Grantor does hereby and shall forever warrant and defend its title to and interest in the Property, subject only to the title and warranty exceptions set forth in Exhibit B, and the validity and priority of the lien of this Deed of Trust, to Beneficiary against all claims and demands whatsoever of any Person, as hereinafter defined. There are no defenses or offsets to this Deed of Trust or to any of the other Obligations.

Grantor represents, warrants and covenants to Beneficiary that: (i) the Building presently on the Premises is in full compliance with all applicable zoning and building codes, ordinances and regulations, and such compliance is based solely upon Grantor's owning the Property and not upon Grantor's title to or interest in any other property; (ii) any Building hereafter constructed on the Premises shall be in compliance with all applicable zoning and building codes, ordinances and regulations and shall lie wholly within the boundaries of the Premises; (iii) there are no actions, suits or proceedings pending or threatened against or affecting Grantor or against or affecting the Property or Grantor's right to acquire, hold or use the Property.

Grantor represents, warrants and covenants to Beneficiary that: (i) Grantor is a Missouri limited liability company duly organized, validly existing and in good standing under the laws of the state of its organization and under the laws of the state in which the Property is located, with good and unrestricted right, full power and lawful authority to subject the Property to this Deed of Trust; and (ii) this Deed of Trust and the Redevelopment Agreement have each been duly executed on behalf of the Grantor and create valid and binding obligations of the Grantor enforceable against the Grantor in accordance with their terms.

Grantor is now able to meet its debts as they mature and no bankruptcy or other insolvency proceedings by or against Grantor or affecting the Property are pending or threatened.

All statements, reports and other data and information provided to Beneficiary in connection with the Redevelopment Agreement by Developer or any agent, representative, or affiliate of Developer are true, correct and complete and do not omit to state any fact or statement necessary to make the statements contained therein not misleading.

Grantor is not in default under the terms of any of the Redevelopment Agreement and no event has occurred that constitutes an event of default under the Redevelopment Agreement or would constitute an event of default thereunder but for the requirement that notice be given or time elapse or both.

Maintenance and Alterations TC "3. Maintenance and Alterations" \f C \l "2" . Following completion of the Project, Grantor shall put, keep and maintain the Property and the sidewalks, curbs and alleys adjoining or abutting the same in good and lawful order, condition and repair, excepting ordinary wear and tear, and Grantor shall make or cause to be made, as and when the same shall become necessary, all structural and non-structural repairs, whether exterior or interior, ordinary or extraordinary, foreseen or unforeseen. Grantor shall not commit or suffer any waste of the Property without the prior written consent of Beneficiary in each instance.

Other than the Project, Grantor shall not construct any new or additional buildings on the Premises without the prior written consent of Beneficiary in each instance. Notwithstanding the foregoing, in the event Grantor is required by applicable law to undertake any such alterations to the Building or the Building Equipment, Grantor may do so without obtaining Beneficiary's consent thereto. In such event, Grantor shall promptly give Beneficiary written notice of any such legal requirement and, prior to undertaking such alterations, shall notify Beneficiary in writing of any such alterations that Grantor proposes to undertake.

Beneficiary and Trustee, and their respective agents, contractors and representatives, may enter upon and inspect the Property at all reasonable times until this Deed of Trust is released. Without limiting the generality of the foregoing, Beneficiary and Trustee, and their respective agents, contractors and representatives, may from time to time enter upon the Property and conduct upon the Property inspections and tests to determine the extent to which any

hazardous substances, wastes or other environmentally unsound material have been placed or discharged upon or otherwise affect the Property.

Restoration TC "4. Restoration" \f C \l "2" . If the Building or the Building Equipment shall be damaged or destroyed, in whole or in part, by fire or other casualty (whether or not covered by insurance), or by any taking in condemnation proceedings or the exercise of any right of eminent domain, Grantor shall promptly restore, replace or rebuild the same to as nearly as possible the value, quality and condition they were in immediately prior to such fire or other casualty or taking, with such alterations or changes as may be approved in writing by Beneficiary, which approval shall not be unreasonably withheld. Grantor shall give prompt notice to Beneficiary of any damages or destruction to the Property by fire or other casualty, irrespective of the amount of such damage or destruction, but in such circumstances Grantor shall make the property safe and in compliance with all applicable laws as provided herein. Grantor shall give prompt notice to Beneficiary of any damages or destruction to the Property by fire or other casualty, irrespective of the amount of such damage or destruction.

Compliance with Laws; Use of Property TC "5. Compliance with Laws; Use of Property" \f C \l "2" .

Grantor shall promptly comply with all present and future laws, statutes, ordinances, rules, regulations and other requirements (including, without limitation, applicable zoning and building requirements) of all governmental and quasi-governmental authorities whatsoever having jurisdiction of or relating to the Property and the sidewalks, curbs and alleys adjoining or abutting the Premises, and the condition, repair, maintenance, use and occupation thereof; and Grantor shall promptly make all changes, alterations and improvements necessary to comply with all such present and future laws, statutes, ordinances, rules, regulations and other requirements.

Grantor shall promptly perform and observe all of the terms, covenants and conditions of all instruments of record affecting the Property, non-compliance with which may affect the security of this Deed of Trust, or which shall impose any duty or obligation upon Grantor or any tenant or other occupant of the Premises, and Grantor shall do or cause to be done all things necessary to preserve intact and unimpaired any and all easements, appurtenances and other interests and rights in favor of or constituting any portion of the Property.

Grantor shall use the Premises and the Building solely for a convention hotel and uses ancillary thereto, and Grantor shall not use or permit the use of the

Property in any manner which would tend to impair the value of the Property or materially increase the risk of fire or other casualty. Grantor agrees that no security interest or other lien shall be made or filed against the Building Equipment without the prior written consent of Beneficiary.

Impositions TC "6. Impositions" \f C \l "2" . Grantor shall pay when the same shall become due and payable, all real estate taxes, assessments, water and sewer rates and charges, license fees, all charges which may be imposed for the use of vaults, chutes, areas and other space beyond the lot line and abutting the public sidewalks in front of or adjoining the Premises and all other governmental levies and charges of every kind and nature whatsoever, general and special, ordinary and extraordinary, foreseen and unforeseen, which shall be assessed, levied, confirmed, imposed or become a lien upon or against the Property or which shall become payable with respect thereto (hereinafter collectively called ♦Impositions♦). Notwithstanding the foregoing, Grantor may contest any Imposition by appropriate and timely proceedings, provided that on or before the due date for payment of such Imposition Grantor shall establish an escrow or other provision for payment of such Imposition satisfactory to Beneficiary in an amount estimated by Beneficiary to be adequate to pay such Imposition and any interest or penalties that may result from its nonpayment on the due date. In all such cases of contest, Grantor shall pay the contested Imposition within ten (10) days after the dismissal of said proceedings or the final and unappealable determination of Grantor♦s or the Property♦s liability therefor, as the case may be. After the occurrence of an Event of Default, however, Grantor shall, upon demand by Beneficiary, pay the whole of any assessment for local improvement which may be payable in installments, notwithstanding that such installments may not be due and payable at the time of such demand by Beneficiary. Grantor shall deliver to Beneficiary, within ten (10) days after the request of Beneficiary therefor, the original or a photocopy of the official receipt evidencing such payment or other proof of payment satisfactory to Beneficiary.

Insurance TC "7. Insurance" \f C \l "2" . Grantor at its sole cost and expense shall provide and keep in force at all times insurance as required under the terms of the Redevelopment Agreement. All insurance policies required by this Deed of Trust or the Redevelopment Agreement shall (1) include effective waivers by the insurer of all rights of subrogation against any named insured and any other loss payee; and (2) provide that any losses shall be payable to Beneficiary notwithstanding:



any act, failure to act or negligence of or violation of warranties, declarations or conditions contained in such policy by any named insured or other loss payee, the occupation or use of the Building or the Premises for purposes more hazardous than permitted by the terms thereof, any foreclosure or other action or proceeding taken by Beneficiary or Trustee pursuant to any provision of this Deed of Trust, or any change in title to or ownership of the Property;

provide that no cancellation, reduction in amount or material change in coverage thereof shall be effective until at least thirty (30) days after receipt by Beneficiary of written notice thereof; and (4) be satisfactory in all other respects to Beneficiary. Grantor shall not permit any activity to occur or condition to exist on or with respect to the Property that would wholly or partially invalidate any of the insurance thereon. Grantor irrevocably makes, constitutes and appoints Beneficiary (and all officers, employees or agents designated by Beneficiary) as Grantor's true and lawful attorney-in-fact and agent, with full power of substitution, for the purpose of making and adjusting claims under such policies of insurance, endorsing the name of Grantor on any check, draft, instrument or other item or payment for the proceeds of such policies of insurance and for making all determinations and decisions with respect to such policies of insurance required above or to pay any premium in whole or in part relating thereto. Beneficiary, without waiving or releasing any obligation or default by Grantor hereunder, may (but shall be under no obligation to do so) at any time maintain such action with respect thereto which Beneficiary deems advisable. All sums disbursed by Beneficiary in connection therewith, including attorneys' fees, court costs, expenses and other charges relating thereto, shall be payable, on demand, by Grantor to Beneficiary and shall be additional Obligations hereunder secured by this Deed of Trust.

All proceeds of the insurance required to be obtained by Grantor hereunder, other than those relating to the insurance required under clause (vi) of subsection (a) hereof, shall be paid to Beneficiary, and Beneficiary may deduct from such proceeds any expenses, including, without limitation, legal fees, incurred by Beneficiary in connection with adjusting and obtaining such proceeds (the balance remaining after such deduction being hereinafter referred to as the Net Insurance Proceeds). Beneficiary may, at its option, either: (1) apply the Net Insurance Proceeds in reduction or satisfaction of all or any part of the Obligations, whether then matured or not, in which event Grantor shall be relieved of its obligation under sections [3] and [4] above to maintain and restore the property relating to such proceeds to the extent that Beneficiary so applies such Net Insurance Proceeds; or (2) Beneficiary may release the Net Insurance Proceeds to Grantor in whole or in part upon conditions satisfactory

to Beneficiary. Prior to the occurrence of an Event of Default, Grantor shall have the right to compromise any such claims, subject to Beneficiary's prior consent thereto, which consent shall not be unreasonably withheld.

The application of any insurance proceeds toward the payment or performance of the Obligations shall not be deemed a waiver by Beneficiary of its right to receive payment or performance of the rest of the Obligations in accordance with the provisions of this Deed of Trust and the Redevelopment Agreement.

In the event of a foreclosure under this Deed of Trust, the purchaser of the Property shall succeed to all of the rights of Grantor, including any right to unearned premiums, in and to all policies of insurance which Grantor is required to maintain under this section and to all proceeds of such insurance.

Pursuant to Mo. Rev. Stat. §427.120, Grantor acknowledges receipt of the following notice: Unless you [Grantor] provide evidence of the insurance coverage required by your agreement with us [Beneficiary], we may purchase insurance at your expense to protect our interests in your collateral. This insurance may, but need not, protect your interests. The coverage that we purchase may not pay any claim that you make or any claim that is made against you in connection with the collateral. You may later cancel any insurance purchased by us, but only after providing evidence that you have obtained insurance as required by our agreement. If we purchase insurance for the collateral, you will be responsible for the costs of that insurance, including the insurance premium, interest and any other charges we may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to your total outstanding balance or obligation. The costs of the insurance may be more than the cost of insurance you may be able to obtain on your own.

If Grantor fails to maintain any insurance required hereunder or under the Redevelopment Agreement or fails to provide evidence of such insurance as required hereunder or under the Redevelopment Agreement, Beneficiary may, but shall not be obligated to, purchase such required insurance at Grantor's expense to protect its interests in the Property. This insurance may, but need not, protect the Grantor's interests in the Property. The coverage that Beneficiary purchases shall not be required to pay any claim that the Grantor makes or any claim that is made against the Grantor in connection with the Property. The Grantor may later cancel any insurance purchased by Beneficiary, but only after providing evidence that the Grantor has obtained the

insurance required hereunder and under the Redevelopment Agreement. If Beneficiary purchases insurance for the Property, Grantor will be responsible for the costs of the insurance, including the insurance premium, interest thereon from the date of each such payment or expenditure at the then applicable rate under the Note and any other charges Beneficiary may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. All sums so paid or expended by Beneficiary, the interest thereon and the other charges in connection therewith shall be added to the Obligations and shall be secured by the lien of this Deed of Trust. The costs of the insurance obtained by the Beneficiary may be more than the cost of insurance Grantor may be able to obtain on its own. Unless Beneficiary otherwise agrees in writing, the Grantor shall pay to Beneficiary the full costs of such insurance, together with the accrued interest thereon and the other charges in connection therewith, within thirty (30) days after **Notice of Placement of Insurance** as required by Mo. Rev. Stat. 427.125.

Condemnation TC "9. Condemnation" \f C \l "2" .

Grantor shall give immediate notice to Beneficiary upon Grantor's learning of (i) any interest on the part of any Person possessing or who has expressed the intention to possess the power of eminent domain to purchase or otherwise acquire the Property or (ii) the commencement of any action or proceeding to take the Property by exercise of the right of condemnation or eminent domain or of any action or proceeding to close or to alter the grade of any street on or adjoining the Premises. Beneficiary may participate in any such actions or proceedings in the name of Beneficiary or, whenever necessary, in the name of Grantor, and Grantor shall deliver to Beneficiary such instruments as Beneficiary shall request to permit such participation. Grantor shall not settle any such action or proceeding, whether by voluntary sale, stipulation or otherwise, or agree to accept any award or payment without the prior written consent of Beneficiary, which consent shall not be unreasonably withheld. The total of all amounts awarded or allowed with respect to all right, title and interest in and to the Property or the portion or portions thereof taken or affected by such condemnation or eminent domain proceeding and any interest thereon (herein collectively called the **Award**) is hereby assigned to and shall be paid upon receipt thereof to Beneficiary and the amount received shall be retained and applied as provided in subsection (b) of this section.

Upon Beneficiary's receipt of any Award, Beneficiary may, at its option, either: (i) retain and apply the Award toward the payment and performance of the Obligations; or (ii) subject to such escrow provisions as Beneficiary may

require, pay the Award over in whole or part to pay or reimburse Grantor for the cost of restoring or reconstructing the Property remaining after such taking (the **Remaining Property**). If Beneficiary elects to pay the Award, or any part thereof, over to Grantor, upon the completion of the restoration or reconstruction of the Remaining Property, any portion of the Award not used for the restoration or reconstruction of the Remaining Property shall, at the option of Beneficiary, be applied in reduction of the Obligations; provided, however, that to the extent that such portion of the Award shall exceed the amount required to satisfy in full the then total amount of the Obligations, Beneficiary shall pay over to Grantor the amount of such excess. In no event shall Beneficiary be required to release this Deed of Trust until the Obligations are fully paid and performed nor shall Beneficiary be required to release from the lien of this Deed of Trust any portion of the Property so taken until Beneficiary receives the Award for the portion so taken.

The application of the Award toward payment or performance of any of the Obligations shall not be deemed a waiver by Beneficiary of its right to receive payment or performance of the balance of the Obligations in accordance with the provisions of the Redevelopment Agreement. Beneficiary shall have the right, but shall be under no obligation, to question the amount of the Award, and Beneficiary may accept same without prejudice to the rights that Beneficiary may have to question such amount. In any such condemnation or eminent domain action or proceeding Beneficiary may be represented by attorneys selected by Beneficiary, and all sums paid by Beneficiary in connection with such action or proceeding, including, without limitation, attorneys' fees, shall, on demand, be immediately due from Grantor to Beneficiary and the same shall be added to the Obligations and shall be secured by this Deed of Trust. Notwithstanding any taking by condemnation or eminent domain, closing of, or alteration of the grade of, any street or other injury to or decrease in value of the Property by any public or quasi-public authority or corporation, the Obligations shall continue to bear interest until the Award shall have been actually received by Beneficiary, and any reduction in the Obligations resulting from the application by Beneficiary of the Award shall be deemed to take effect only on the date of such receipt by Beneficiary.

Assignment of Rents and Leases TC "10. Assignment of Rents and Leases" \f C \l "2" .

Grantor hereby presently assigns to Beneficiary all of Grantor's right, title and interest in and to any Leases, as defined hereinafter, with respect to the Property, and all rents, issues and profits of the Property. **Lease** shall mean

every lease or occupancy agreement for the use or hire of all or any portion of the Property which shall be in effect on the date hereof, or which shall hereafter be entered into, and by which Grantor is a lessor or the like, and any renewals, extensions or other modifications thereof. Grantor grants to Beneficiary, with or without Beneficiary or any other Person (including, without limitation, a receiver) taking possession of the Property, the right to give notice to the tenants of this assignment, to collect rents, issues and profits from the tenants and to enter onto the Property for the purpose of collecting the same and to let the Property and to apply such rents, issues and profits, after payment of all charges and expenses relating to the Property, to the Obligations. This assignment shall be an absolute assignment, subject to the license herein granted to Grantor and Grantor's obligations hereunder, and shall continue in effect until the Obligations are fully paid and performed. Beneficiary hereby grants a revocable license to Grantor to collect and use such rents, issues and profits; provided, however, that the foregoing license shall be automatically revoked, without any action on Beneficiary's part, upon the occurrence of an Event of Default. Notwithstanding any law to the contrary, if there is an Event of Default, and if there is any applicable law requiring Beneficiary to take possession of the Property (or some action equivalent thereto, such as securing the appointment of a receiver) in order for Beneficiary to perfect or otherwise activate its rights and remedies as set forth herein, then Grantor waives all benefits of such laws and agrees that such laws shall be fully satisfied, without any action on Beneficiary's part, solely by the occurrence of such Event of Default. If, notwithstanding such waiver by Grantor, such laws require the undertaking of some affirmative act by Beneficiary, Grantor agrees that such laws shall be fully satisfied solely by Beneficiary giving Grantor notice, written or oral, that such Event of Default has occurred and that Beneficiary intends to enforce its rights in any Leases and/or any rents, issues and profits assigned herein.

Grantor shall, from time to time upon request by Beneficiary, execute, acknowledge and deliver to Beneficiary, in form and substance satisfactory to Beneficiary, separate assignments of any Leases in order to further evidence the foregoing assignment. Beneficiary shall not be obligated to perform any obligation to be performed by Grantor under any Lease or other agreement affecting the Property, and Grantor hereby agrees to indemnify Beneficiary for, and hold Beneficiary harmless from, any and all liability and expenses arising from any such Lease or other agreement or any assignments thereof, and no assignment of any such Lease or other agreement shall place the responsibility for the control, care, management or repair of the Property upon Beneficiary, nor make Beneficiary liable for any negligence or other tortious conduct,

whether by Beneficiary or any other Person, with respect to the management, operation, upkeep, repair or control of the Property resulting in injury, death, property or other damage or loss of any nature whatsoever.

Grantor shall not cancel, amend or otherwise modify the terms and conditions of any Lease without obtaining Beneficiary's prior consent; nor shall Grantor accept payments of rent or the like more than one month in advance without obtaining Beneficiary's prior consent.

Beneficiary may exercise its rights from time to time under this section without first commencing foreclosure proceedings against the Property if it so elects. Any such election by Beneficiary to exercise its rights from time to time under this section shall not prohibit Beneficiary from simultaneously or thereafter foreclosing upon the Property or exercising any other rights available to Beneficiary hereunder or at law.

Beneficiary's Right to Perform Grantor's Covenants TC "11. Beneficiary's Right to Perform Grantor's Covenants" \f C \l "2" . If Grantor shall fail promptly and fully to pay, perform or observe any of the Obligations, then Beneficiary may, at its option, but without any obligation to do so, and without waiving or releasing Grantor from any of the Obligations, pay any Obligation or perform any Obligation or take such other action as Beneficiary deems necessary or desirable in order to cause such Obligation to be paid, performed or observed, as the case may be. Grantor hereby grants to Beneficiary, and agrees that Beneficiary shall have, the absolute and immediate right to enter in and upon the Property to such extent and as often as Beneficiary, in its discretion, deems necessary or desirable for such purpose. Beneficiary may pay and expend such sums of money as Beneficiary, in its discretion, deems necessary for any such purpose, and Grantor hereby agrees to pay to Beneficiary, on demand, all such sums so paid or expended by Beneficiary, together with interest thereon from the date of each such payment or expenditure at the Default Rate (as hereinafter defined). Any interest paid under this section in excess of the maximum interest rate permitted by law shall be deemed payment in reduction of the principal amount of the Obligations and the excess, if any, shall be refunded to Grantor without interest. All sums so paid or expended by Beneficiary, and the interest thereon, shall be added to the Obligations and shall be secured by the lien of this Deed of Trust.

No Claims Against Beneficiary TC "12. No Claims Against Beneficiary" \f C \l "2" . Nothing contained in this Deed of Trust shall constitute any consent or request by Beneficiary, expressed or implied, for the performance of any labor or services or the furnishing of any materials or other property in respect of the

Property, or be construed to permit the making of any claim against Beneficiary in respect of labor or services or the furnishing of any materials or other property or any claim that any lien based on the performance of such labor or services or the furnishing of any such materials or other property is prior to the lien of this Deed of Trust.

Liens TC "13. Liens" \f C \l "2" . This Deed of Trust is and shall be maintained as a valid first mortgage lien on the Property subject only to those exceptions set forth in Exhibit B. Grantor shall not, directly or indirectly, create or suffer or permit to be created, or to stand, against the Property or against the rents, issues and profits therefrom, any lien, charge, mortgage, deed of trust, adverse claim or other encumbrance other than the lien of this Deed of Trust and any lien or other encumbrance set forth in Exhibit B; provided, however, that nothing contained in this section shall require Grantor to pay any real estate taxes or other Impositions prior to the time when same are required to be paid under this Deed of Trust. Grantor shall keep and maintain the Property free from all liens of Persons supplying labor or materials relating to the construction, alteration, modification or repair of the Property. In no event shall Grantor do or permit to be done, or omit to do or permit the omission of, any act or thing where such act or omission may impair the security of this Deed of Trust.

Certificate of Grantor TC "14. Certificate of Grantor" \f C \l "2" . Grantor, upon request of Beneficiary, shall certify to Beneficiary or to any proposed assignee of this Deed of Trust, by an instrument satisfactory in form and substance to Beneficiary, duly acknowledged, the amount then owing on the Obligations and the date to which any interest thereon has been paid and whether any offsets or defenses exist against the payment or performance of any Obligation, within five (5) days if the request is made personally, or within seven (7) days if the request is made by mail. Beneficiary and any proposed assignee of this Deed of Trust shall have the right to rely on such certification.

Security Agreement TC "15. Security Agreement" \f C \l "2" . Grantor hereby grants to Beneficiary a security interest in the Property. It is the intention of the parties that this instrument shall constitute both a Security Agreement and a fixture financing statement within the meaning of the Uniform Commercial Code as enacted in the State of Missouri with respect to all of Grantor's right, title and interest, whether now owned or existing or hereafter acquired or arising, in all Property which constitutes fixtures and personal property; and that a security interest shall attach thereto, and to all products and proceeds thereof, for the benefit of Beneficiary to secure the Obligations. Upon request, Grantor shall promptly execute financing and continuation statements in form

and substance satisfactory to Beneficiary to further evidence and secure Beneficiary's interest in such collateral, and shall pay all filing and other fees in connection therewith.

Grantor further authorizes Beneficiary to file financing and continuation statements with respect to such collateral without the signature of Grantor whenever lawful. Upon the occurrence of an Event of Default, Beneficiary, pursuant to the applicable provisions of the Uniform Commercial Code, shall have the option of proceeding as to both real and personal property in accordance with its rights and remedies in respect of the real property, in which event the default provisions of the Uniform Commercial Code shall not apply. The parties agree that in the event Beneficiary elects to proceed with respect to collateral constituting personalty or fixtures separately from the real property, ten (10) days' notice of the sale of such collateral shall be deemed reasonable notice. This Deed of Trust constitutes a construction mortgage as defined in Section 9-313 of the Missouri Uniform Commercial Code to the extent that it secures obligations incurred for the construction of improvements on the Premises.

Default TC "16. Default" \f C \l "2" . The Obligations shall become immediately due and payable in full at the option of Beneficiary upon the occurrence of any one or more of the following (an Event of Default):

Grantor shall fail to pay Pilot payment due and payable pursuant to the Redevelopment Agreement or any other amount due and payable under any of the other Obligations in accordance with their respective terms;

Grantor shall fail to pay any Imposition on or before the date such Imposition may be paid without any penalty, interest or other premium;

Grantor shall fail to pay timely any premiums for insurance required hereunder or

Grantor shall fail to reimburse Beneficiary on demand for premiums paid by it on the insurance required hereunder;

Grantor shall directly or indirectly create, suffer or permit to be created or to stand against the Property or against the rents, issues and profits therefrom, any lien, security interest, charge, mortgage, deed of trust or other encumbrance not expressly permitted herein without in each instance obtaining Beneficiary's prior written consent thereto;



Grantor's default in the observance or performance of any other covenant of Grantor hereunder (other than a covenant the performance or observance of which is specifically referred to elsewhere in this section), which default is not cured within thirty (30) days after Beneficiary gives Grantor notice thereof;

Any representation or warranty of Grantor to Beneficiary set forth herein or elsewhere, including, without limitation, the Redevelopment Agreement, having been incorrect, incomplete or misleading in any material respect at the time when made, or any such representation or warranty subsequently becomes incorrect, incomplete or misleading in any material respect and Grantor fails to give Beneficiary prompt notice thereof;

Grantor shall sell, convey, alienate, assign or otherwise transfer the Property, or any part thereof or interest therein, in any manner, whether voluntary, involuntary, by operation of law or otherwise, or Grantor shall enter into any agreement, written or oral, to so sell, convey, alienate, assign or otherwise transfer the Property, or any part thereof or interest therein;

There shall occur a default or an event of default under any other deed of trust, mortgage or like real property security instrument which encumbers the Property, or under any document evidencing any obligation secured thereby, or any foreclosure or similar proceeding shall commence with respect to the Property; Grantor shall deliver to Beneficiary any notice terminating or purporting to terminate, or Grantor shall take any other action to terminate or purporting to terminate, the operation of this Deed of Trust as security for any future advances or future obligations; The filing of any action to condemn, acquire by eminent domain or otherwise take any part of the Premises or Building which, in Beneficiary's determination, materially and adversely affects the use or intended use of the Property as a whole or otherwise materially and adversely affects Grantor's business prospects; or The occurrence of a default under the Redevelopment Agreement on the part of the Developer.

Any material loss, theft, damage or destruction of any of the Property not fully covered (subject to such deductibles as Beneficiary shall have permitted) by insurance. There shall occur any material adverse change in the financial condition or business prospects of Grantor.

Grantor shall cease to be solvent or shall suffer the appointment of a receiver, trustee, custodian or similar fiduciary, or shall make an assignment for the benefit of creditors, or any petition for an order for relief shall be filed by or against Grantor under the Bankruptcy Code (if against Grantor, the

continuation of such proceeding for more than 30 days), or Grantor shall make any offer of settlement, extension or composition to their respective unsecured creditors generally.

Notice Upon Acceleration; Application of Payments TC "17. Notice Upon Acceleration; Application of Payments" \f C \l "2" . Whenever Beneficiary in this Deed of Trust or in the Redevelopment Agreement is given the option to accelerate payment of all or part of the Obligations, Beneficiary may, to the extent permitted by law, do so without presentment, protest, notice to or demand upon Grantor, all of which are waived by Grantor. Beneficiary shall have the sole and exclusive right, and Grantor irrevocably waives any right, to direct or redirect the application of any monies received by Beneficiary on account of the Obligations (whether such monies are received before or after the occurrence of an Event of Default, in the ordinary course of affairs, by acceleration, maturity or otherwise) against the Obligations in such manner as Beneficiary may deem advisable, from time to time, notwithstanding any entry by Beneficiary upon any of its books and records.

Appointment of Receiver TC "18. Appointment of Receiver" \f C \l "2" . After the occurrence of an Event of Default, or if any action shall be commenced to foreclose this Deed of Trust, without obligation to do so, Beneficiary, to the extent permitted by applicable law, may apply for the appointment of a receiver of the rents, issues and profits of the Property without notice or demand, and shall be entitled to the appointment of such receiver as a matter of right, without consideration of the value of the Property as security for the amounts due to Beneficiary or the solvency of any Person liable for the payment of such amounts.

Foreclosure TC "19. Foreclosure" \f C \l "2" . After the occurrence of an Event of Default, Beneficiary may, to the extent permitted by law, institute an action of judicial foreclosure, or take such other action as the law may allow, at law or in equity, to enforce this Deed of Trust and to realize upon the Property or any other security which is herein or elsewhere provided for, and to proceed to final judgment and execution for the entire unpaid balance of the Obligations at the rate stipulated herein, to the date of default, together with, to the extent permitted by applicable law, all other sums secured by this Deed of Trust, all costs of suit, and interest at the rate provided for herein from and after the date of any judicial sale of the Property (which may be sold in one parcel or part or in such parcels or parts, manner or order as Beneficiary shall elect) until actual payment is made to Beneficiary on the full amount due Beneficiary. Beneficiary may foreclose or otherwise realize upon one parcel or any other part of the Property, on one or more occasions, without releasing this Deed of

Trust or precluding the further foreclosure or other realization hereunder of any other parcels or parts of the Property not so foreclosed or realized upon. Failure to join or to provide notice to tenants or any other Persons as defendants or otherwise in any foreclosure action or suit shall not constitute a defense to such foreclosure or other action. Upon any foreclosure sale, whether by virtue of judicial proceedings or otherwise, Beneficiary may bid and purchase the Property or any part thereof or interest therein, and upon compliance with the terms of the sale, may hold, retain, possess and dispose of the same in its own absolute right, without further accountability. Sale by Trustee TC "20. Sale by Trustee" \f C \l "2" .

After the occurrence of an Event of Default and at the request of Beneficiary, Trustee shall proceed to sell the Property, either in mass, in parcels or in any other part or parts thereof, in Beneficiary's sole determination, and in such order as Beneficiary may determine in its sole determination, at public venue, to the highest bidder for cash or other property at a front door (to be designated by Trustee) of the Circuit Court House of the City of St. Louis, Missouri, or at such other place designated by Trustee as may be permitted by law; first giving lawful notice of the time, terms and place of sale, and a description of the Property to be sold, as provided by the law of the State of Missouri then in effect. Trustee may postpone the sale of all or any portion of the Property by public announcement at such time and place of sale (or by any other means permitted by law) and from time to time thereafter may postpone such sale by public announcement at the time and place fixed by the preceding public announcement (or by any other means permitted by law). Beneficiary may foreclose or otherwise realize upon, and Trustee may sell, one parcel or any other part or parts of the Property, on one or more occasions, without releasing this Deed of Trust, or precluding the further foreclosure or other realization hereunder of any other parcels or other parts of the Property not so foreclosed or realized upon. Beneficiary or any assignee hereof shall have the right to bid at and become purchaser at any foreclosure sale, applying against the purchase price all or a part of any Obligations then due and owing.

It is agreed that Trustee shall not be disqualified from acting as the trustee hereunder or from performing any of the duties of the trustee, or from exercising the rights, powers and remedies herein granted, by reason of the fact that Trustee is an attorney, agent, officer, employee or stockholder of Beneficiary or is otherwise affiliated with Beneficiary in any respect.

Upon any trustee's sale, Trustee shall execute and deliver a deed or deeds of conveyance of the Property sold to the purchasers thereof, and any statement or recital or fact in such deed shall be prima facie evidence of the truth of such

statement or recital, and Trustee shall receive the proceeds of such sale, out of which Trustee shall pay the following amounts in the following order of payment: first, the costs and expenses of selling the Property including, without limitation, publication, survey, title and abstract costs and other expenses, and compensation to Trustee and to any attorneys employed by Trustee or Beneficiary for their services and expenses; second, to Beneficiary, upon the usual vouchers therefor, all monies paid for insurance, taxes, lien claims, and any other costs and expenses advanced or incurred by Beneficiary to preserve or protect the Property, and interest on any of the foregoing to the extent permitted herein and allowed under applicable law; third, to Beneficiary, the amount of the outstanding Obligations together with the interest thereon; fourth, the amount due on junior encumbrances, if any, with interest; fifth, the remainder of such proceeds, if any, shall be paid to Grantor. In the event of a sale hereunder, the abstract of title to the Property, if any, and all policies of insurance delivered as hereinabove provided, may, at Trustee's option, be assigned and delivered to the purchaser at such sale; and Trustee is hereby authorized, should Trustee so elect, to make such assignment of insurance and in the name of the insured in such policy.

Substitute Trustee TC "21. Substitute Trustee" \f C \l "2" . Trustee, or any substitute trustee, may be removed at any time, with or without cause, at the option of Beneficiary, by written declaration of such removal signed by Beneficiary, without any notice to, demand upon or consent of Trustee, any substitute trustee, Grantor or any other Person. If at any time Trustee or any substitute trustee should be so removed, or should become absent from Missouri, die, or refuse, fail or be unable to act as such Trustee or substitute trustee, Beneficiary may appoint any Person, including itself, as substitute trustee hereunder, without any formality other than a written declaration of such appointment executed by Beneficiary; and immediately upon such appointment, the substitute trustee so appointed shall automatically become vested with all the estate and title in the Property, and with all of the rights, powers, privileges, authority, options and discretions, and charged with all of the duties and liabilities, vested in or imposed upon Trustee by this Deed of Trust, and any conveyance executed by such substitute trustee, including the recitals therein contained, shall have the same effect and validity as if executed by Trustee.

Creation of Tenancy Relationship TC "22. Creation of Tenancy Relationship" \f C \l "2" . Grantor reserves possession of the Property as a tenant at will of Trustee, at a rental of One Dollar (\$1.00) per month payable on demand, until an Event of Default shall have occurred, whereupon Grantor (i) shall pay

monthly in advance to Beneficiary the fair and reasonable rental value, which amount shall be determined by Beneficiary in its reasonable judgment, for the use and occupation of the Property, and (ii) upon demand of Trustee, shall deliver possession of the Property to Trustee or the purchaser at any Trustee's sale hereunder. Trustee or any such purchaser may institute summary or other proceedings in such event to recover possession of the Property.

Possession of Property TC "23. Possession of Property" \f C \l "2" . To the extent permitted by applicable law, after the occurrence of an Event of Default, Beneficiary and its agents, designees or assigns are authorized to (i) take possession of the Property, with or without legal action; (ii) lease the Property; (iii) collect all rents, issues and profits therefrom, with or without taking possession of the Property; and (iv) after deducting all costs of collection and administration expenses, apply the net rents, issues and profits to the payment of Impositions, insurance premiums and all other carrying charges (including, but not limited to, agents' compensation and fees and costs of counsel and receivers) and to the maintenance, repair or restoration of the Property, or on account and in reduction of the Obligations, in such order and amounts as Beneficiary, in Beneficiary's sole discretion, may elect. Beneficiary shall be liable to account only for rents, issues and profits actually received by it.

Waiver of Redemption TC "24. Waiver of Redemption" \f C \l "2" . To the extent permitted by applicable law, Grantor hereby irrevocably waives and releases: (i) any right of redemption after the date of any sale of the Property upon foreclosure, whether statutory or otherwise, in respect of the Property now or hereafter in force (irrespective of whether Beneficiary or any other Person purchases the Property at such foreclosure); (ii) the benefit of any and all valuation and appraisal laws now or hereafter in force; (iii) all exemption laws whatsoever and all moratoriums, extensions or stay laws or rules, or orders of court in the nature of either of them, now or hereafter in force; and (iv) any right to have the Property marshalled upon any foreclosure of this Deed of Trust.

Expenses of Beneficiary and Trustee TC "25. Expenses of Beneficiary and Trustee" \f C \l "2" . To the extent permitted by applicable law, all costs and expenses paid or incurred by Beneficiary and/or Trustee, including, without limitation, attorneys' fees, in any action, proceeding or dispute of any kind in which Beneficiary and/or Trustee is made a party or appears as a plaintiff or defendant, affecting Beneficiary, Trustee, this Deed of Trust, the Redevelopment Agreement and/or the Property, including, but not limited to, the enforcement of this Deed of Trust, any condemnation action involving the

Property, any action to protect the security hereof, or any case or proceeding under Title 11 of the United States Code, with interest thereon from the time of payment by Beneficiary or Trustee, as the case may be, at the Default Rate, shall be added to and included in the Obligations and shall be secured by this Deed of Trust and, upon demand, shall be immediately due from Grantor.

Interest TC "26. Interest After Maturity" \f C \l "2" . All amounts due under the Obligations shall, after the date due and payable, bear interest at the rate provided for in Section 141.010 RSMo. 1994, as amended, the rate of interest assessed for delinquent property taxes in first class counties and the City of St. Louis.

Attorneys' Fees TC "27. Attorneys' Fees" \f C \l "2" . If this Deed of Trust shall be foreclosed, or if the Redevelopment Agreement are placed in the hands of an attorney for collection or is collected through any court, including any bankruptcy court, Grantor, to the extent permitted by applicable law, shall pay to Beneficiary the attorneys' fees, court costs, disbursements and other costs incurred (irrespective of whether litigation is commenced in pursuance thereof) in collecting or attempting to collect the Obligations or enforcing or defending Beneficiary's rights hereunder, or under the Redevelopment Agreement, or under any other collateral securing the Obligations, and all allowances provided by law, to the extent allowed by the laws of the state in which the Property is located, or any state in which any of such other collateral for the Obligations is situated, or other applicable law.

Discontinuance of Action TC "28. Discontinuance of Action" \f C \l "2" . Beneficiary may from time to time, to the extent permitted by applicable law, take action to recover any sums, whether interest, principal or any other obligation or sums, required to be paid under this Deed of Trust or the Redevelopment Agreement, as the same become due, without prejudice to the right of Beneficiary thereafter to bring an action of foreclosure, or any other action, for a default existing when such earlier action was commenced. If Beneficiary shall have proceeded to enforce any right under this Deed of Trust or the Redevelopment Agreement, and such proceedings shall have been discontinued or abandoned for any reason, then in every such case Grantor and Beneficiary shall be restored to their former positions and the rights, remedies and powers of all parties hereto shall continue as if no such proceedings had been taken. Recording and Other Fees; Further Assurances TC "30. Recording and Other Fees; Further Assurances" \f C \l "2" . Grantor shall pay all recording and filing fees, all recording taxes and all other costs and expenses in connection with the preparation, execution and recordation and other manner of

perfection of this Deed of Trust and any other Redevelopment Agreement, and shall reimburse Beneficiary on demand for all costs and expenses of any kind incurred by or on behalf of Beneficiary in connection therewith. Grantor agrees to execute and deliver promptly such instruments and other documents, and promptly to take such action or promptly refrain from taking such action, as Beneficiary may request, from time to time, to evidence, create, perfect, continue or otherwise assure Beneficiary of the real and personal property security interests granted, or purported to be granted, to or for the benefit of Beneficiary hereunder and all other rights and benefits granted, or purported to be granted, to or for the benefit of Beneficiary hereunder; all at the sole cost and expense of Grantor. Without limiting the generality of the foregoing, Grantor shall, at any time on request of Beneficiary, execute or cause to be executed and shall deliver financing statements, continuation statements, security agreements, or the like, in respect of any Property and Grantor shall pay all filing fees, including, without limitation, fees for filing continuation statements, in connection with such financing statements.

No Waiver TC "31. No Waiver" \f C \l "2" . Any failure by Beneficiary to insist upon the strict performance by Grantor of any of the Obligations shall not be deemed to be a waiver of any of such Obligations, and Beneficiary, notwithstanding any such failure, may thereafter insist upon the strict performance by Grantor of any and all of the Obligations.

No Release TC "32. No Release" \f C \l "2" . Grantor and any other Person now or hereafter obligated for the payment or performance of all or any part of the Obligations shall not be released from paying and performing such Obligations and the lien of this Deed of Trust shall not be affected by reason of (i) the failure of Beneficiary to comply with any request of Grantor, or of any other Person so obligated, to take action to foreclose this Deed of Trust or otherwise enforce any of the provisions of this Deed of Trust or of any of the Obligations secured by this Deed of Trust; (ii) the release, regardless of consideration, of the obligations of any Person or Persons liable for payment or performance of the Obligations or any part thereof; or (iii) any agreement or stipulation extending the time of payment or modifying the terms of any of the Redevelopment Agreement and in the event of such agreement or stipulation, Grantor and all such other Persons shall continue to be liable under such Redevelopment Agreement, as amended by such agreement or stipulation, unless expressly released and discharged in writing by Beneficiary.

Release of Collateral TC "33. Release of Collateral" \f C \l "2" . Beneficiary may release or partially release, regardless of consideration, the obligation of any Person liable for payment of any of the Obligations secured hereby, or may

release any part of the Property or any other collateral now or hereafter given to secure the payment of the Obligations or any part thereof, without impairing, reducing or otherwise affecting the obligations of Grantor under the Redevelopment Agreement, the remainder of the security of this Deed of Trust or the priority of the rights created by this Deed of Trust.

Rights Cumulative TC "34. Rights Cumulative" \f C \l "2" . The rights and remedies provided for in this Deed of Trust, or which Beneficiary may have otherwise, at law or in equity, shall be distinct, separate and cumulative and shall not be deemed to be inconsistent with each other, and none of them, whether or not exercised by Beneficiary, shall be deemed to be in exclusion of any other, and, to the extent permitted by law, any two or more of all such rights and remedies may be exercised at the same time.

Severability TC "35. Severability" \f C \l "2" . If any term or provision of this Deed of Trust or the application thereof to any Person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Deed of Trust, or the application of such term or provision to Persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Deed of Trust shall be valid and enforceable to the fullest extent permitted by law. If any payments (including, without limitation, any interest payments) required to be made hereunder or under the Redevelopment Agreement shall be in excess of the amounts allowed by law, the amounts of such payments shall be reduced to the maximum amounts allowed by law.

Notices TC "36. Notices" \f C \l "2" . All notices, demands, consents, approvals and requests given or required to be given by any party hereto to any other party hereto shall be in writing and shall be and shall be sent by certified or registered mail, return receipt requested, by personal delivery against receipt, by overnight courier or by facsimile and, unless otherwise expressly provided herein, shall be deemed to have been validly served, given or delivered immediately when delivered against receipt, one Business Day after deposit in the mail, postage prepaid, or with an overnight courier or, in the case of facsimile notice, when sent, addressed as follows:

(i) In the case of Grantor, to:

Gateway Hotel Partners, LLC  
c/o Historic Restoration, Incorporated  
210 Baronne Street, Suite 1717  
New Orleans, LA 70112



Attn: Preston Kabacoff

With a copy to:

Kimberly Clark Corp.  
351 Phelps Drive  
Irving, TX 75038  
Attn: Lynn Fournier  
Vice President  
Housing Horizons, LLC

Elkins, PLC  
201 St. Charles ♦ Suite 3700  
New Orleans, LA 70770  
Attn: Gary Elkins, Esq.

The Stolar Partnership  
911 Washington Avenue  
St. Louis, MO 63101  
Attn: Richard K. Mersman, III

(ii) In the case of the Beneficiary, to:

The Office of the Mayor  
City Hall, Room 200  
1200 Market Street  
St. Louis, MO 63103  
Attn: Deputy Mayor for Development

Office of the Comptroller  
City Hall, Room 311  
1200 Market Street  
St. Louis, MO 63103  
Attn: Darlene Green

With a copy to:

Office of the City Counselor  
City Hall, Room 314

1200 Market Street  
St. Louis, MO 63103  
Attn: Thomas J. Ray

Gregory R. Smith, Esq.  
Husch & Eppenberger, LLC  
100 N. Broadway, Suite 1300  
St. Louis, MO 63102-2789

or to such other address as each party may designate for itself by notice given in accordance with this Section. Indemnification Against Liabilities TC "37. Indemnification Against Liabilities" \f C \l "2" . Grantor shall protect, indemnify, hold harmless and defend Beneficiary from and against any and all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including, without limitation, attorneys' fees and expenses) imposed upon incurred by or asserted against Beneficiary by reason of (a) ownership of an interest in the Property, (b) any accident or injury to or death of Persons or loss of or damage to or loss of the use of property occurring on or about the Property, or the adjoining sidewalks, curbs, vaults and vault spaces, if any, streets, alleys or ways, (c) any use, non-use or condition of the Property, or the adjoining sidewalks, curbs, vaults and vault spaces, if any, streets, alleys or ways, (d) any failure on the part of Grantor to perform or comply with any of the terms of this Deed of Trust or the Redevelopment Agreement, (e) performance of any labor or services or the furnishing of any materials or other property in respect of the Property made or suffered to be made by or on behalf of Grantor, (f) any negligence or other tortious act on the part of Grantor or any of its agents, contractors, lessees, licensees or invitees, or (g) any work in connection with any alterations, changes, new construction or demolition of the Property; irrespective of whether any such liabilities, obligations, claims, damages, penalties, causes of actions, costs or expenses are, caused by, or otherwise arise out of, in whole or in part, Beneficiary's negligence or other tortious conduct, whether active or passive. Grantor will pay and hold Beneficiary harmless against any and all liability with respect to any intangible personal property tax or similar imposition of the state in which the Property is located or any subdivision or authority thereof now or hereafter in effect, to the extent that the same may be payable by Beneficiary in respect of this Deed of Trust, the Redevelopment Agreement or the Obligations. All amounts payable to Beneficiary under this section shall be payable on demand and shall be deemed Obligations secured by this Deed of Trust and any such amounts which are not paid within five days after demand therefor shall bear interest at the Default Rate from the date of such demand. In case any action, suit or

proceeding is brought against Beneficiary by reason of any such occurrence, Grantor, upon request of Beneficiary will, at Grantor's expense, resist and defend such action, suit or proceeding or cause the same to be resisted or defended by counsel designated by Grantor and approved by Beneficiary. All of Grantor's obligations under this section shall survive the foreclosure, release or other termination of this Deed of Trust and the satisfaction of the Obligations.

Environment TC "38. Environment" \f C \l "2" .

With respect to the Property, Grantor shall at all times comply in all respects with all Environmental Laws. Beneficiary shall not assume or be deemed to assume any responsibility, liability, or obligation with respect to compliance with any federal, state, or local environmental law, rule, regulation, order, permit, license, ordinance, judgment or decree; provided, however, that in the event of the imposition or assumption for any reason whatsoever of any such responsibility, liability, or obligation, Grantor agrees to indemnify and hold Beneficiary harmless from and against any and all claims, liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements, of any kind or nature whatsoever, including without limitation, attorneys' and experts' fees, which may be imposed on, incurred by or asserted against it in any way relating to or arising from the Obligations, this Deed of Trust, the Redevelopment Agreement and/or the Property. All of Grantor's obligations under this section shall survive the foreclosure, release or other termination of this Deed of Trust and the satisfaction of the Obligations.

Notices. Grantor shall give prompt written notice to Beneficiary of: any proceeding or written inquiry by any governmental authority with respect to the presence of any Hazardous Substance on the Property or the migration thereof from or to other property;

all written claims made or threatened by any third party against Grantor or the Property relating to any loss or injury resulting from any Hazardous Substance; Grantor's discovery of any occurrence or condition on the Property or any real property adjoining or in the vicinity of the Property that would reasonably be expected to cause the Property or any part thereof to be subject to any material restrictions on the ownership, occupancy, transferability or use of the Property under any applicable Environmental Law, or to be otherwise subject to any material restrictions on the ownership, occupancy, transferability or use of the Property under any applicable Environmental Law;

the discovery of any release of a Hazardous Substance at, on or under or from the Property which must be reported to a governmental authority under any applicable Environmental Law or which may require remediation under any Environmental Law; any written notice of violation or complaint from a governmental authority and relating to an applicable Environmental Law;

any written notices or reports Grantor provides to a governmental authority relating to instances of noncompliance with an applicable Environmental Law; and any written application Grantor provides to a governmental authority to obtain or amend a permit or approval relating to the generation, storage, processing, emission, treatment, or disposal of a Hazardous Substance or air contaminant.

Notwithstanding the foregoing, Grantor's notice requirements with respect to any matter involving Property consisting of facilities leased by the Grantor for the storage and/or handling of Inventory shall be limited to those matters to which Grantor has knowledge.

Legal Proceeding. Beneficiary shall have the right to join and participate in, as a party if it so elects, any legal proceedings or actions initiated with respect to the Property in connection with any Environmental Law and have Beneficiary's reasonable attorneys' fees in connection therewith paid by Grantor.

Remedial Work. In the event that any investigation, site monitoring, containment, cleanup, removal, restoration or other remedial work of any kind or nature (the Remedial Work) is required to be undertaken under any applicable local, state or federal law or regulation, any judicial order, or by any governmental entity because of, or in connection with, the current or reasonably threatened future presence or release of a Hazardous Substance in or into the air, soil, groundwater, surface water or soil vapor at, on, about, under or within the Property (or any portion thereof), Grantor shall promptly after written demand for performance thereof by appropriate governmental authorities or Beneficiary (or such shorter period of time as may be required under any applicable law, regulation, order or agreement or, if any applicable law, regulation, order or agreement expressly specifies a longer period of time, such longer period), commence and thereafter diligently prosecute to completion, all such Remedial Work. All Remedial Work shall be performed by contractors selected by Grantor and approved in advance by Beneficiary, and under the supervision of a consulting engineer selected by Grantor and approved by Beneficiary. All costs and expenses of such Remedial Work shall be paid by Grantor including, but not limited to, Beneficiary's reasonable

attorneys' fees and reasonable costs incurred in connection with its monitoring or review of such Remedial Work. In the event Grantor shall fail to timely commence, or cause to be commenced, or fail to diligently prosecute to completion, such Remedial Work following Beneficiary's written notice to Grantor of such alleged failure and adequate time for Grantor to correct such alleged failure, Beneficiary may, but shall not be required to, cause such Remedial Work to be performed and all reasonable costs and expenses thereof, or incurred in connection therewith, shall become part of the indebtedness secured hereby.

**Environmental Risk Assessment.** At any time (a) the Beneficiary reasonably believes that Hazardous Substances have been disposed of on, or have been released to or from any of the Property and such release or disposal may reasonably be expected to result in liability to Grantor or Beneficiary under applicable Environmental Laws (a Triggering Event), or (b) after an Event of Default within thirty (30) days after a written request therefor by Beneficiary, Grantor shall deliver to Beneficiary a report prepared at Grantor's expense by an environmental consultant acceptable to Grantor detailing the results of an environmental investigation with respect to the Triggering Event or the matter resulting in the Event of Default the scope of which is acceptable to Beneficiary, including results of any soil and ground water samples that may have been taken in connection with such investigation.

**No Representations** TC "39. No Representations" \f C \l "2" . By accepting or approving anything required to be observed, performed or fulfilled, or to be given to Beneficiary pursuant to this Deed of Trust or the Redevelopment Agreement, including, but not limited to, any officer's certificate, balance sheet, statement of profit and loss or other financial statement, survey, appraisal or insurance policy Beneficiary shall not be deemed to have warranted or represented the sufficiency, legality, effectiveness or legal effect of the same, or of any term, provision or condition thereof, and such acceptance or approval thereof shall not be or constitute any warranty or representation with respect thereto by Beneficiary.

**Certain Definitions** TC "40. Certain Definitions" \f C \l "2" . The following terms shall, for all purposes of this Deed of Trust, have the respective meanings herein specified unless the context otherwise requires:

**Building** shall mean all of the Building described herein including any part thereof;

◆Building Equipment◆ shall mean all of the Equipment described herein including any part thereof;

◆Environmental Laws◆ means any applicable laws (whether statutory, common law or otherwise), rules, regulations, orders, permits, licenses, ordinances, judgments or decrees of all governmental authorities (whether federal, state, local or otherwise), including, without limitation, all laws regarding public health or welfare, environmental protection, water or air pollution, composition of products, underground storage tanks, toxic substances or chemicals, solid and special wastes, hazardous wastes, substances, material or chemicals, waste, used, or recycled oil, asbestos, occupational health and safety, nuisances, trespass, and negligence;

◆Grantor◆ shall mean the Grantor herein named and any subsequent owner or owners of the Property and its, his, her or their respective successors, assigns, heirs and personal representatives;

◆Hazardous Substance◆ means one or more of the following substances: those substances included within the definitions of ◆hazardous substances,◆ ◆hazardous materials◆ or ◆toxic substances,◆ in CERCLA, SARA, RCRA, Toxic Substances Control Act, Federal Insecticide, Fungicide and Rodenticide Act and the Hazardous Materials Transportation Act (49 U.S.C. Sections 1801 et seq.);

such other substances, materials and wastes which are or become regulated as hazardous or toxic under applicable local, state or federal law, or the United States government, or which are classified as hazardous or toxic under federal, state, or local laws or regulations; and

any material, waste or substance which is (i) asbestos, (ii) polychlorinated biphenyls, (iii) designated as a ◆hazardous substance◆ pursuant to Section 311 of the Clean Water Act, 33 U.S.C. Sections 1251 et seq. (33 U.S.C. ◆1321) or listed pursuant to Section 307 of the Clean Water Act (33 U.S.C. ◆1317), (iv) explosives, (v) radioactive materials, or (vi) petroleum, petroleum products or any fraction thereof.

◆Beneficiary◆ shall mean Beneficiary herein named and any subsequent beneficiary of this Deed of Trust, and its, his, her or their respective successors, assigns, heirs and personal representatives;

◆Person◆ shall mean an individual, corporation, partnership, trust, unincorporated organization or government, or any agency or political subdivision thereof, or any other legal entity;

◆Premises◆ shall mean all of the Premises described herein including any part thereof; and

◆Property◆ shall mean all of the Property described herein including any part thereof; and

◆Trustee◆ shall mean the Trustee herein named and any subsequent Trustee of this Deed of Trust, and its, his, her or their respective successors, assigns and personal representatives.

Successors and Assigns TC "41. Successors and Assigns" \f C \l "2" . The terms, covenants and provisions of this Deed of Trust shall apply to and be binding upon Grantor and all subsequent owners and other Persons who have an interest in the Property, and shall inure to benefit of Beneficiary, the successors and assigns of Beneficiary, and all subsequent holders of this Deed of Trust, but the provisions of this section shall not be construed to modify the provisions of this Deed of Trust relating to default upon transfer of the Property.

Waiver of Jury Trial TC "42. Waiver of Jury Trial" \f C \l "2" . TO THE FULLEST EXTENT PERMITTED BY LAW, AND AS SEPARATELY BARGAINED-FOR CONSIDERATION TO BENEFICIARY, GRANTOR HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY (WHICH BENEFICIARY ALSO WAIVES) IN ANY ACTION, SUIT, PROCEEDING OR COUNTERCLAIM OF ANY KIND ARISING OUT OF OR OTHERWISE RELATING TO THIS DEED OF TRUST, ANY DOCUMENTS, INSTRUMENTS OR AGREEMENTS EXECUTED AND DELIVERED IN CONNECTION HEREWITH, THE OBLIGATIONS, OR BENEFICIARY'S CONDUCT IN RESPECT OF ANY OF THE FOREGOING. TO EFFECTUATE THE FOREGOING, BENEFICIARY IS HEREBY GRANTED AN IRREVOCABLE POWER OF ATTORNEY TO FILE, AS ATTORNEY-IN-FACT FOR EACH BORROWER, A COPY OF THIS AGREEMENT IN ANY MISSOURI COURT PURSUANT TO MO.REV.STAT. ◆ 510.190 AND RULE 69.01, V.A.M.R. AND/OR ANY OTHER APPLICABLE LAW, AND THE COPY OF THIS AGREEMENT SO FILED SHALL CONCLUSIVELY BE DEEMED TO CONSTITUTE GRANTOR◆S WAIVER OF TRIAL BY JURY IN ANY PROCEEDING

ARISING OUT OF OR OTHERWISE RELATING TO THE REDEVELOPMENT AGREEMENT, THE OBLIGATIONS, THE COLLATERAL OR BANK'S CONDUCT IN RESPECT OF ANY OF THE FOREGOING.

Miscellaneous TC "43. Miscellaneous" \f C \l "2" .

This Deed of Trust and its provisions cannot be changed, waived, discharged or terminated orally but only by an agreement in writing, signed by the party against whom enforcement of the change, waiver, discharge or termination is sought.

This Deed of Trust and the rights of the parties hereunder shall for all purposes be governed by the internal laws of the State of Missouri, without regard to the principles of conflicts of laws, except for the creation, validity, perfection, priority and enforcement of the liens and security interests with respect to the Premises granted in this Deed of Trust which shall be construed, enforced and governed by and in accordance with the laws of the State of Missouri, without regard to principles of conflicts of laws.]

This Deed of Trust shall be construed without regard to any presumption or rule requiring construction against the party causing such instrument or any portion thereof to be drafted.

All terms and words used in this Deed of Trust, regardless of the number or gender in which they are used, shall be deemed to include any other number and any other gender as the context may require.

If there shall be more than one Grantor, the representations, warranties, covenants and other obligations of Grantor hereunder shall be the joint and several representations, warranties, covenants and other obligations of each and every Grantor. Whenever the terms of this Deed of Trust prohibit Grantor from doing or permitting to be done, whether voluntarily or otherwise, any act or event, any such negative covenants shall apply to each and every Grantor and the failure of any one Grantor in respect thereof shall be deemed a default of such negative covenant notwithstanding that any other Grantor may not be in default of such negative covenant. The section headings in this Deed of Trust and the index at the beginning of this Deed of Trust are for convenience of reference only and shall not limit or otherwise affect any of the terms hereof.

All covenants contained herein shall run with the Property until the Obligations have been fully paid and performed.



Time is of the essence in the payment and performance by Grantor of the Obligations.

In the event this Deed of Trust imposes any benefits or burdens on Beneficiary which, by law or otherwise, should or may be imposed on Trustee, Beneficiary may assign to Trustee all or any part of such benefits and burdens without notice to, or the consent of, Grantor or any other Person.

In the event this Deed of Trust imposes any benefits or burdens on Trustee which, by law or otherwise, should or may be imposed on Beneficiary, Trustee may assign to Beneficiary all or any part of such benefits and burdens without notice to, or the consent of, Grantor or any other Person.

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

GATEWAY HOTEL PARTNERS, LLC, a Missouri limited liability company

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

Name: \_\_\_\_\_

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

SEAL

CITY OF ST. LOUIS, MISSOURI, a city and political subdivision organized under its Charter

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

Name: Darlene Green

Title: City Comptroller

Approved as to form:

Thomas J. Ray, City Counselor

City Register

HUSCH TRUSTEE, INC. a Missouri corporation

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

Name: \_\_\_\_\_

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

STATE OF )

) ss.

CITY OF )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2000, before me, a Notary Public in and for said State, personally appeared \_\_\_\_\_, to me personally known, who, being by me duly sworn, did say that he is the \_\_\_\_\_ of Husch Trustee, Inc., a Missouri corporation, and that said instrument was signed in behalf of said corporation by authority of its board of directors, and said person acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year first above written, in the \_\_\_\_\_ and State aforesaid.

\_\_\_\_\_  
Notary Public

[SEAL]

My Commission expires:  
\_\_\_\_\_

STATE OF )

) ss.

CITY OF )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2000, before me, a Notary Public in and for said State, personally appeared \_\_\_\_\_, a \_\_\_\_\_ member/manager of \_\_\_\_\_, a \_\_\_\_\_ limited liability company, to me personally known to be the person who executed the within instrument in behalf of said limited liability company and acknowledged to me that s/he executed the same for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year first above written, in the \_\_\_\_\_ and State aforesaid.

\_\_\_\_\_  
Notary Public

[SEAL]

My Commission expires:

\_\_\_\_\_

STATE OF MISSOURI )

) ss. On this \_\_\_ day of \_\_\_\_\_, 2000, before me  
CITY OF ST. LOUIS ) appeared \_\_\_\_\_, to me personally  
known, who being by me duly sworn did say that he is the Mayor of the City of  
St. Louis, a Missouri municipal corporation, and that the seal affixed to the  
foregoing instrument is the corporate seal of said municipal corporation, and  
that said instrument was signed and sealed in behalf of said municipal  
corporation by authority of its Board of Aldermen, and he acknowledged said  
instrument to be the free act and deed of said municipal corporation.

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

Notary Public

My Commission Expires:

STATE OF MISSOURI )

) ss. On this \_\_\_ day of \_\_\_\_\_, 2000, before me  
CITY OF ST. LOUIS ) appeared \_\_\_\_\_, to me personally  
known, who being by me duly sworn did say that she is the Comptroller of the  
City of St. Louis, a Missouri municipal corporation, and that the seal affixed to  
the foregoing instrument is the corporate seal of said municipal corporation,  
and that said instrument was signed and sealed in behalf of said municipal  
corporation by authority of its Board of Aldermen, and she acknowledged said  
instrument to be the free act and deed of said municipal corporation.

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

Notary Public

My Commission Expires:

EXHIBIT A

Legal Description of Premises

EXHIBIT B

Title and Warranty Exceptions

**EXHIBIT D  
NON DISCRIMINATION GUIDELINES**

In any contract for work in connection with the redevelopment of any property in the Area, the Developer (which term shall include Developer, any designees, successors and assigns thereof, any entity formed to implement the project of which the Developer is affiliated), its contractors and subcontractors shall comply with all federal, state and local laws, ordinances, or regulations governing equal opportunity and nondiscrimination (Laws). Moreover, the Developer shall contractually require its contractors and subcontractors to comply with such laws.

The Developer and its contractor will not contract or subcontract with any party known to have been found in violation of any such laws, ordinances, regulations or these guidelines.

The Developer shall fully comply with Executive Order #28 dated July 24, 1997 relating to minority and women-owned business participation in City contracts.

The Developer agrees for itself and its successors and assigns, that there shall be covenants to ensure that there shall be no discrimination on the part of the Developer, its successors or assigns upon the basis of race, color, creed, national origin, sex, marital status, age, sexual orientation or physical handicap in the sale, lease, rental, use or occupancy of any property, or any improvements erected or to be erected in the Area or any part thereof, and those covenants shall run with the land and shall be enforceable by the LCRA, the City, and the United States of America, as their interests may appear in the project.

The Developer shall fully comply (and ensure compliance by anchor tenants) with the provisions of St. Louis City Ordinance #60275 which is codified at Chapter 3.09 of the Revised Ordinances of the City of St. Louis.

<b>Legislative History</b>				
<b>1ST READING</b>	<b>REF TO COMM</b>	<b>COMMITTEE</b>	<b>COMM SUB</b>	<b>COMM AMEND</b>
<b>03/10/00</b>	<b>03/10/00</b>	<b>HUDZ</b>	<b>03/15/00</b>	

<b>2ND READING</b>	<b>FLOOR AMEND</b>	<b>FLOOR SUB</b>	<b>PERFECTN</b>	<b>PASSAGE</b>
<b>03/17/00</b>		<b>03/24/00</b>	<b>03/24/00</b>	<b>04/17/00</b>
<b>ORDINANCE</b>	<b>VETOED</b>		<b>VETO OVR</b>	
<b>64929</b>				