

ORDINANCE #66666
Board Bill No. 452
Committee Substitute

AN ORDINANCE RECOMMENDED BY THE BOARD OF ESTIMATE AND APPORTIONMENT AUTHORIZING AND DIRECTING THE ISSUANCE AND DELIVERY OF NOT TO EXCEED \$7,300,000 PLUS ISSUANCE COSTS PRINCIPAL AMOUNT OF TAX INCREMENT REVENUE NOTES (WASHINGTON EAST CONDOMINIUMS Redevelopment Project), SERIES A, B AND C, OF THE CITY OF ST. LOUIS, MISSOURI; PRESCRIBING THE FORM AND DETAILS OF SUCH NOTES AND THE COVENANTS AND AGREEMENTS MADE BY THE CITY TO FACILITATE AND PROTECT THE PAYMENT THEREOF; AND PRESCRIBING OTHER MATTERS RELATING THERETO.

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

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

WHEREAS, staff and consultants of the City and 901 Washington, LLC, 1001 Washington, LLC, and 1007/1015 Washington, LLC, all Missouri limited liability companies (the "Developer"), prepared a plan for redevelopment titled "Washington East Condominiums TIF Redevelopment Plan" dated September 4, 2004 (the "Redevelopment Plan"), for an area which is generally comprised of the properties located at 901, 1001, 1007 and 1005 Washington Avenue, certain rear parcels known as 1008-1010 Lucas Avenue, and a portion of Lucas Avenue in St. Louis (the "Redevelopment Area" or "Area"), which Redevelopment Area is more fully described in the Redevelopment Plan, such legal description being attached hereto and incorporated herein as **Exhibit A**; and

WHEREAS, on October 20, 2004, the TIF Commission found that completion of the Redevelopment Project would provide a substantial and significant public benefit through the preservation of historic structures, the strengthening of the employment and economic base of the City, increased property values and tax revenues, stabilization of the Redevelopment Area, and facilitation of economic stability for the City as a whole, and further found that without the assistance of tax increment financing in accordance with the TIF Act, the Redevelopment Project is not financially feasible and would not otherwise be completed; and

WHEREAS, after due consideration of the TIF Commission's recommendations, the City adopted: (1) on December 10, 2004, Ordinance No. _____ [Board Bill No. 345] designating the Redevelopment Area as a "redevelopment area" as provided in the TIF Act, approving the Redevelopment Plan, and approving the redevelopment project described in the Redevelopment Plan, adopting tax increment allocation financing within the Redevelopment Area, and establishing the Special Allocation Fund; and (2) on _____, 2005, Ordinance No. _____ [Board Bill No. ___] authorizing the City to enter into a redevelopment agreement with Developer; and

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

WHEREAS, the City desires to issue, from time to time, its Tax Increment Revenue Notes (Washington East Condominiums Redevelopment Project), Series 200_-A/B/C (the "Notes"), to provide funds for the aforesaid purpose, said Notes being payable solely from certain proceeds deposited into the Special Allocation Fund; and

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

WHEREAS, it is hereby found and determined that it is necessary and advisable and in the best interest of the City and of its inhabitants that the Notes be issued and secured in the form and manner as hereinafter provided to carry out the Redevelopment Project.

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

**ARTICLE I.
DEFINITIONS**

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

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

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

“Approving Ordinance” means Ordinance No. _____ [Board Bill No. 345] adopted on December 10, 2004, designating the Redevelopment Area, approving the Redevelopment Plan, approving the Redevelopment Project, making certain findings with respect thereto, adopting tax increment financing within the Redevelopment Area, establishing the Special Allocation Fund, and authorizing certain related actions by City officials.

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

“Authorizing Ordinance” means Ordinance No. _____ [Board Bill No. ____], adopted on _____, 2005, affirming adoption of the Redevelopment Plan, Redevelopment Area, and Redevelopment Project, authorizing execution of a Redevelopment Agreement for the construction of the Redevelopment Project and making certain findings related thereto.

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

“Bankers Available Revenues” means all monies on deposit from time to time (including investment earnings thereon) in (a) the Bankers PILOTs Sub-Account of the PILOTs Account of the Special Allocation Fund; and (b) subject to annual appropriation, the Bankers EATs Sub-Account of the EATs Account of the Special Allocation Fund, excluding (i) any amount paid under protest until the protest is withdrawn or resolved against the taxpayer or (ii) any sum received by the City which is the subject of a suit or other claim communicated to the City which suit or claim challenges the collection of such sum.

“Bankers EATs” fifty percent (50%) of the total additional revenues from taxes, penalties and interest which are imposed by the City or other taxing districts (as that term is defined in Section 99.805(16) of the TIF Act) and which are generated by economic activities within the Bankers Sub-Area over the amount of such taxes generated by economic activities within the Bankers Sub-Area in the calendar year ending December 31, 2003 (subject to annual appropriation by the City as provided in the TIF Act), as defined and described in Sections 99.805(4) and 99.845 of the TIF Act, but excluding therefrom personal property taxes, taxes imposed on sales or charges for sleeping rooms paid by transient guests of hotels and motels, licenses, fees or special assessments, taxes levied pursuant to Section 70.500 of the Revised Statutes of Missouri, as amended, and taxes levied for the purpose of public transportation pursuant to Section 94.660 of the Revised Statutes of Missouri, as amended, all as provided in Section 99.845 of the TIF Act, as amended from time to time. Notwithstanding the foregoing, Bankers EATs shall not include the operating levy for school purposes imposed by or any sales tax imposed by the Transitional School District of the City of St. Louis.

“Bankers EATs Sub-Account” means the sub-account by that name in the EATs Account of the Special Allocation Fund.

“Bankers Phase Account” means the account by that name in the Revenue Fund.

“Bankers Phase EATs Sub-Account” means the sub-account by that name in the Bankers Phase Account of the Revenue Fund.

“Bankers Phase PILOTs Sub-Account” means the sub-account by that name in the Bankers Phase Account of the Revenue Fund.

“Bankers PILOTs” means payments in lieu of taxes (as that term is defined in Section 99.805(10) of the TIF Act) attributable to the increase in the current equalized assessed valuation of each taxable lot, block, tract, or parcel of real property located within the Bankers Sub-Area and any applicable penalty and interest 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 Treasurer by the City Collector of Revenue during the term of the Redevelopment Plan and the Washington East Condominiums Redevelopment Project

“Bankers PILOTs Sub-Account” means the sub-account by that name in the PILOTs Account of the Special Allocation Fund.

“Bankers Project Phase” means the rehabilitation and redevelopment of the Bankers Sub-Area located at 901 Washington Avenue into 100,000 gross square feet of condominium residential space developed as 64 residential condominium units, 7,000 gross square feet of commercial space, and interior parking, as further set forth in the Redevelopment Plan.

“Bankers Sub-Area” means the real property identified by that name and legally described in **Exhibit A**, attached hereto and incorporated by reference, which real property is included in the Redevelopment Area and is commonly known as 901 Washington Avenue.

“Bankers TIF Revenues” means (1) payments in lieu of taxes (as that term is defined in Section 99.805(10) of the TIF Act) attributable to the increase in the current equalized assessed valuation of each taxable lot, block, tract, or parcel of real property located within the Bankers Sub-Area and any applicable penalty and interest 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 Treasurer by the City Collector of Revenue during the term of the Redevelopment Plan and the Washington East Condominiums Redevelopment Project, and (2) fifty percent (50%) of the total additional revenues from taxes, penalties and interest which are imposed by the City or other taxing districts (as that term is defined in Section 99.805(16) of the TIF Act) and which are generated by economic activities within the Bankers Sub-Area over the amount of such taxes generated by economic activities within the Bankers Sub-Area in the calendar year ending December 31, 2003 (subject to annual appropriation by the City as provided in the TIF Act), as defined and described in Sections 99.805(4) and 99.845 of the TIF Act, but excluding therefrom personal property taxes, taxes imposed on sales or charges for sleeping rooms paid by transient guests of hotels and motels, licenses, fees or special assessments, taxes levied pursuant to Section 70.500 of the Revised Statutes of Missouri, as amended, and taxes levied for the purpose of public transportation pursuant to Section 94.660 of the Revised Statutes of Missouri, as amended, all as provided in Section 99.845 of the TIF Act, as amended from time to time. Notwithstanding the foregoing, Bankers TIF Revenues shall not include the operating levy for school purposes imposed by or any sales tax imposed by the Transitional School District of the City of St. Louis.

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

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

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

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

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

“Comptroller” means the Comptroller of the City.

“Curlee Available Revenues” means all monies on deposit from time to time (including investment earnings thereon) in (a) the Curlee PILOTs Sub-Account of the PILOTs Account of the Special Allocation Fund; and (b) subject to annual appropriation, the Curlee EATs Sub-Account of the EATs Account of the Special Allocation Fund, excluding (i) any amount paid under protest until the protest is withdrawn or resolved against the taxpayer or (ii) any sum received by the City which is the subject of a suit or other claim communicated to the City which suit or claim challenges the collection of such sum.

“Curlee EATs” means fifty percent (50%) of the total additional revenues from taxes, penalties and interest which are imposed by the City or other taxing districts (as that term is defined in Section 99.805(16) of the TIF Act) and which are generated by economic activities within the Curlee Sub-Area over the amount of such taxes generated by economic activities within the Curlee Sub-Area in the calendar year ending December 31, 2003 (subject to annual appropriation by the City as provided in the TIF Act), as defined and described in Sections 99.805(4) and 99.845 of the TIF Act, but excluding therefrom personal property taxes, taxes imposed on sales or charges for sleeping rooms paid by transient guests of hotels and motels, licenses, fees or special assessments, taxes levied pursuant to Section 70.500 of the Revised Statutes of Missouri, as amended, and taxes levied for the purpose of public transportation pursuant to Section 94.660 of the Revised Statutes of Missouri, as amended, all as provided in Section 99.845 of the TIF Act, as amended from time to time. Notwithstanding the foregoing, Curlee EATs shall not include the operating levy for school purposes imposed by or any sales tax imposed by the Transitional School District of the City of St. Louis.

“Curlee EATs Sub-Account” means the sub-account by that name in the EATs Account of the Special Allocation Fund.

“Curlee Phase Account” means the account by that name in the Revenue Fund.

“Curlee Phase EATs Sub-Account” means the sub-account by that name in the Curlee Phase Account of the Revenue Fund.

“Curlee Phase PILOTs Sub-Account” means the sub-account by that name in the Curlee Phase Account of the Revenue Fund.

“Curlee PILOTs” means payments in lieu of taxes (as that term is defined in Section 99.805(10) of the TIF Act) attributable to the increase in the current equalized assessed valuation of each taxable lot, block, tract, or parcel of real property located within the Curlee Sub-Area and any applicable penalty and interest 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 Treasurer by the City Collector of Revenue during the term of the Redevelopment Plan and the Washington East Condominiums Redevelopment Project

“Curlee PILOTs Sub-Account” means the sub-account by that name in the PILOTs Account of the Special Allocation Fund.

“Curlee Project Phase” means the rehabilitation and redevelopment of the Curlee Sub-Area located at 1001 Washington Avenue into 60,000 gross square feet of commercial space and related parking as further set forth in the Redevelopment Plan.

“Curlee Sub-Area” means the real property identified by that name and legally described in **Exhibit A**, attached hereto and incorporated by reference, which real property is included in the Redevelopment Area and is commonly known as 1001 Washington Avenue.

“Curlee TIF Revenues” means (1) payments in lieu of taxes (as that term is defined in Section 99.805(10) of the TIF Act) attributable to the increase in the current equalized assessed valuation of each taxable lot, block, tract, or parcel of real property located within the Curlee Sub-Area and any applicable penalty and interest 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 Treasurer by the City Collector of Revenue during the term of the Redevelopment Plan and the Washington East Condominiums Redevelopment Project, and (2) fifty percent (50%) of the total additional revenues from taxes, penalties and interest which are imposed by the City or other taxing districts (as that term is defined in Section 99.805(16) of the TIF Act) and which are generated by economic activities within the Curlee Sub-Area over the amount of such taxes generated by economic activities within the Curlee Sub-Area in the calendar year ending December 31, 2003 (subject to annual appropriation by the City as provided in the TIF Act), as defined and described in Sections 99.805(4) and 99.845 of the TIF Act, but excluding therefrom personal property taxes, taxes imposed on sales or charges for sleeping rooms paid by transient guests of hotels and motels, licenses, fees or special assessments, taxes levied pursuant to Section 70.500 of the Revised Statutes of Missouri, as amended, and taxes levied for the purpose of public transportation pursuant to Section 94.660 of the Revised Statutes of Missouri, as amended, all as provided in Section 99.845 of the TIF Act, as amended from time to time. Notwithstanding the foregoing, Curlee TIF Revenues shall not include the operating levy for school purposes imposed by or any sales tax imposed by the Transitional School District of the City of St. Louis.

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

“Developer” means collectively, 901 Washington, LLC, 1001 Washington, LLC, and 1007/1015 Washington, LLC, all Missouri limited liability companies, or any permitted successors or assigns in interest.

“Dorsa Available Revenues” means all monies on deposit from time to time (including investment earnings thereon) in (a) the Dorsa PILOTs Sub-Account of the PILOTs Account of the Special Allocation Fund; and (b) subject to annual appropriation, the Dorsa EATs Sub-Account of the EATs Account of the Special Allocation Fund, excluding (i) any amount paid under protest until the protest is withdrawn or resolved against the taxpayer or (ii) any sum received by the City which is the subject of a suit or other claim communicated to the City which suit or claim challenges the collection of such sum.

“Dorsa EATs” fifty percent (50%) of the total additional revenues from taxes, penalties and interest which are imposed by the City or other taxing districts (as that term is defined in Section 99.805(16) of the TIF Act) and which are generated by economic activities within the Dorsa Sub-Area over the amount of such taxes generated by economic activities within the Dorsa Sub-Area in the calendar year ending December 31, 2003 (subject to annual appropriation by the City as provided in the TIF Act), as defined and described in Sections 99.805(4) and 99.845 of the TIF Act, but excluding therefrom personal property taxes, taxes imposed on sales or charges for sleeping rooms paid by transient guests of hotels and motels, licenses, fees or special assessments, taxes levied pursuant to Section 70.500 of the Revised Statutes of Missouri, as amended, and taxes levied for the purpose of public transportation pursuant to Section 94.660 of the Revised Statutes of Missouri, as amended, all as provided in Section 99.845 of the TIF Act, as amended from time to time. Notwithstanding the foregoing, Dorsa EATs shall not include the operating levy for school purposes imposed by or any sales tax imposed by the Transitional School District of the City of St. Louis.

“Dorsa EATs Sub-Account” means the sub-account by that name in the EATs Account of the Special Allocation Fund.

“Dorsa Phase Account” means the account by that name in the Revenue Fund.

“Dorsa Phase EATs Sub-Account” means the sub-account by that name in the Dorsa Phase Account of the Revenue Fund.

“Dorsa Phase PILOTs Sub-Account” means the sub-account by that name in the Dorsa Phase Account of the Revenue Fund.

“Dorsa PILOTs” means payments in lieu of taxes (as that term is defined in Section 99.805(10) of the TIF Act) attributable to the increase in the current equalized assessed valuation of each taxable lot, block, tract, or parcel of real property located within the Dorsa Sub-Area and any applicable penalty and interest 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 Treasurer by the City Collector of Revenue during the term of the Redevelopment Plan and the Washington East Condominiums Redevelopment Project

“Dorsa PILOTs Sub-Account” means the sub-account by that name in the PILOTs Account of the Special Allocation Fund.

“Dorsa Project Phase” means the rehabilitation and redevelopment of the Dorsa Sub-Area located at 1007 and 1015 Washington Avenue into 90,000 gross square feet of condominium residential space developed as 45 residential condominium units, 6,000 gross square feet of commercial space and related parking as further set forth in the Redevelopment Plan.

“Dorsa Sub-Area” means the real property identified by that name and legally described in **Exhibit A**, attached hereto and incorporated by reference, which real property is included in the Redevelopment Area and is commonly known as 1007-1015 Washington Avenue, as well as 1008-1010 Lucas Avenue and a portion of Lucas Avenue.

“Dorsa TIF Revenues” means (1) payments in lieu of taxes (as that term is defined in Section 99.805(10) of the TIF Act) attributable to the increase in the current equalized assessed valuation of each taxable lot, block, tract, or parcel of real property located within the Dorsa Sub-Area and any applicable penalty and interest 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 Treasurer by the City Collector of Revenue during the term of the Redevelopment Plan and the Washington East Condominiums Redevelopment Project, and (2) fifty percent (50%) of the total additional revenues from taxes, penalties and interest which are imposed by the City or other taxing districts (as that term is defined in Section 99.805(16) of the TIF Act) and which are generated by economic activities within the Dorsa Sub-Area over the amount of such taxes generated by economic activities within the Dorsa Sub-Area in the calendar year ending December 31, 2003 (subject to annual appropriation by the City as provided in the TIF Act), as defined and described in Sections 99.805(4) and 99.845 of the TIF Act, but excluding therefrom personal property taxes, taxes imposed on sales or charges for sleeping rooms paid by transient guests of hotels and motels, licenses, fees or special assessments, taxes levied pursuant to

Section 70.500 of the Revised Statutes of Missouri, as amended, and taxes levied for the purpose of public transportation pursuant to Section 94.660 of the Revised Statutes of Missouri, as amended, all as provided in Section 99.845 of the TIF Act, as amended from time to time. Notwithstanding the foregoing, Dorsa TIF Revenues shall not include the operating levy for school purposes imposed by or any sales tax imposed by the Transitional School District of the City of St. Louis.

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

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

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

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

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

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

“Note Purchase” means the Original Purchaser.

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

“Original Purchaser” means the Developer or any affiliate(s) or Related Entity(ies) or an Approved Investor(s), which Related Entity or Approved Investor shall be designated by the Developer as the Original Purchaser.

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

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

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

“Phase” means any one of the phases of the Redevelopment Project.

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

“Redevelopment Agreement” means that certain Redevelopment Agreement dated as of _____, 2005, between the City and the Developer, as may be amended from time to time.

“Redevelopment Area” means the real property legally described and set forth on **Exhibit A**, attached hereto and incorporated herein by reference, and consisting of the Bankers Sub-Area, the Curlee Sub-Area, and the Dorsa Sub-Area.

“Redevelopment Plan” means the plan titled Washington East Condominiums TIF Redevelopment Plan as approved by the City on December 10, 2004, pursuant to the Approving Ordinance, as such plan may from time to time be amended in accordance with the TIF Act.

“Redevelopment Project” or “Washington East Condominiums Redevelopment Project” means the redevelopment identified in the Redevelopment Plan, consisting of the rehabilitation and renovation of the Redevelopment Area into a mix of commercial and residential uses, as further set forth in the Redevelopment Plan, and as approved by the Approving Ordinance on December 10, 2004, such Redevelopment Project to be completed in three phases: the Bankers Project Phase, the Curlee Project Phase and the Dorsa

Project Phase, each as defined herein..

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

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

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

“Revenue Fund” means the account by that name in the Special Allocation Fund.

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

“Series A Note(s)” means the [Taxable][Tax-Exempt] Tax Increment Revenue Note (Washington East Condominiums Bankers Phase Project), Series 200__-A, issued pursuant to the Note Ordinance in an amount not to exceed \$3,000,000 plus Issuance Costs, in substantially the form set forth in **Exhibit B-1**, attached hereto and incorporated herein by reference.

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

“Series B Note(s)” means the [Taxable][Tax-Exempt] Tax Increment Revenue Note (Washington East Condominiums Curlee Phase Project), Series 200__-B, issued pursuant to the Note Ordinance in an amount not to exceed \$1,800,000 plus Issuance Costs, in substantially the form set forth in **Exhibit B-2**, attached hereto and incorporated herein by reference.

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

“Series C Note(s)” means the [Taxable][Tax-Exempt] Tax Increment Revenue Note (Washington East Condominiums Dorsa Phase Project), Series 200__-C, issued pursuant to the Note Ordinance in an amount not to exceed \$2,500,000 plus Issuance Costs, in substantially the form set forth in **Exhibit B-3**, attached hereto and incorporated herein by reference.

“SLDC” means the St. Louis Development Corporation, a non-profit corporation organized and existing under the laws of the State of Missouri.

“Special Allocation Fund” means the City of St. Louis, Missouri, Washington East Condominiums Special Allocation Fund created by Ordinance No. _____ [Board Bill No. 345] adopted by the City on December 10, 2004 and including the accounts and sub-accounts for the Washington East Condominiums Redevelopment Project into which TIF Revenues are from time to time deposited in accordance with the TIF Act and this Agreement, including a PILOTs Account, an EATs Account and any and all other accounts, sub-accounts, funds or sub-funds provided for in this ordinance.

“TIF Notes” means the not to exceed \$7,300,000 plus Issuance Costs Tax Increment Revenue Notes (Washington East Condominiums Redevelopment Project), Series 200_ A, B, and C, issued by the City pursuant to and subject to this Ordinance in substantially the form set forth in **Exhibit B-1, Exhibit B-2 and Exhibit B-3**, attached hereto and incorporated herein by reference.

“TIF Revenues” means the Bankers TIF Revenues, Curlee TIF Revenues and Dorsa TIF Revenues.

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

(a) Words of masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders.

(b) Words importing the singular number shall include the plural and vice versa and words importing person shall include firms, associations and corporations, including public bodies. The headings and captions herein are not a part of this document.

(c) Terms used in an accounting context and not otherwise defined shall have the meaning ascribed to them by generally accepted principles of accounting.

(d) Whenever an item or items are listed after the word “including,” such listing is not intended to be an exhaustive listing that excludes items not listed.

ARTICLE II. AUTHORIZATION OF TIF NOTES

Section 201 Authorization of TIF Notes. There are hereby authorized and directed to be issued by the City three or more series of the TIF Notes in an aggregate principal amount not to exceed \$7,300,000 plus Issuance Costs. The TIF Notes shall be in substantially the form of **Exhibit B, Exhibit C and Exhibit D**, attached hereto and incorporated herein by reference.

Section 202 Description of TIF Notes.

(a) Title of TIF Notes. There shall be issued one series of one or more Series A Notes in an aggregate principal amount not to exceed \$3,000,000 plus Issuance Costs authorized hereunder, one series of one or more Series B Notes in an aggregate principal amount not to exceed \$1,800,000 plus Issuance Costs authorized hereunder and one series of one or more Series C Notes in an aggregate principal amount not to exceed \$2,500,000 authorized hereunder. The Series A Notes shall be designated “[Taxable]/[Tax-Exempt] Tax Increment Revenue Notes (Washington East Condominiums Bankers Phase Project), Series 200_-A.” The Series B Notes shall be designated “[Taxable]/[Tax-Exempt] Tax Increment Revenue Notes (Washington East Condominiums Curlee Phase Project), Series 200_-B.” The Series C Notes shall be designated “[Taxable]/[Tax-Exempt] Tax Increment Revenue Notes (Washington East Condominiums Dorsa Phase Project), Series 200_-C.” The TIF Notes may have such further appropriate particular designation added to or incorporated in such title for the TIF Notes of any particular series as the City may determine.

(b) Form of TIF Notes. The TIF Notes shall be substantially in the form set forth in **Exhibit B-1, Exhibit B-2 and Exhibit B-3** respectively, attached hereto and incorporated herein by reference, with such appropriate variations, omissions and insertions as are permitted or required by this Ordinance, and may have endorsed thereon such legends or text as may be necessary or appropriate to conform to any applicable rules and regulations of any governmental authority or any usage or requirement of law with respect thereto.

(c) Terms of TIF Notes. The TIF Notes shall mature (subject to redemption and payment prior to maturity as provided in **Article III** hereof), on the date that is twenty-three (23) years after the date of adoption of the Approving Ordinance. Each TIF Note shall bear simple interest at a fixed rate per annum equal to (i) seven percent (7%) if the interest on such TIF Note, in the opinion of Bond Counsel, is not exempt from Federal income taxation, or (ii) five and one-half percent (5½%) if the interest on such TIF Note, in the opinion of Bond Counsel, is exempt from Federal income taxation. All TIF Notes shall have a stated maturity of the Maturity Date. Interest shall be computed on the basis of a 360-day year of twelve 30-day months. The TIF Notes shall bear interest from their registration date or from the most recent Payment Date to which interest has been paid or duly provided for.

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

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

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

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

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

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

Section 204 Security for TIF Notes. All TIF Notes shall be secured as provided in this ordinance and the Redevelopment Agreement by Available Revenues. The TIF Notes shall be special, limited obligations of the City payable solely from and secured as to the payment of principal and interest by a pledge of the Available Revenues. The Series A Notes shall be payable from and secured by Bankers Available Revenues and then, upon payment in full and cancellation of the Series B Notes, Curlee Available Revenues (on a pro rata basis with the Series C Notes as provided herein) and upon payment in full and cancellation of the Series C Notes, Dorsa Available Revenues (on a pro rata basis with the Series B Notes as provided herein). The Series B Notes shall be payable from and secured by Curlee Available Revenues and then, upon payment in full and cancellation of the Series A Notes, Bankers Available Revenues (on a pro rata basis with the Series C Notes as provided herein) and upon payment in full and cancellation of the Series C Notes, Dorsa Available Revenues (on a pro rata basis with the Series A Notes as provided herein). The Series C Notes shall be payable from and secured by Dorsa Available Revenues and then, upon payment in full and cancellation of the Series B Notes, Curlee Available Revenues (on a pro rata basis with the Series A Notes as provided herein) and upon payment in full and cancellation of the Series A Notes, Bankers Available Revenues (on a pro rata basis with the Series B Notes as provided herein). The taxing power of the City is not pledged to the payment of the TIF Notes either as to principal or interest. The TIF Notes shall not be or constitute a general obligation of the City, nor shall they constitute an indebtedness of the City within the meaning of any constitutional, statutory or charter provision, limitation or restriction. THE OBLIGATIONS OF THE CITY WITH RESPECT TO THE TIF NOTES SHALL TERMINATE ON THE FIRST TO OCCUR OF THE FULL PAYMENT AND DISCHARGE OF THE TIF NOTES OR THE MATURITY DATE (WHETHER OR NOT THE PRINCIPAL AMOUNT OR INTEREST HAS BEEN PAID IN FULL).

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

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

The TIF Notes and beneficial interest therein may only be purchased by or transferred or assigned to Approved Investors upon the execution by each proposed purchaser, transferee or assignee of a letter in substantially the form of **Exhibit C**, attached hereto and incorporated herein by reference, stating that such purchaser, transferee or assignee (i) is an Approved Investor and (ii) has sufficient knowledge and experience in business and financial matters in general, and investments such as the TIF Notes in particular, to enable the purchaser, transferee or assignee to evaluate the risks involved in an investment in the TIF Notes. The TIF Notes may be transferred and exchanged only upon the records of the City. Upon surrender of a TIF Note to the Finance Officer, the Finance Officer shall transfer or exchange the TIF Notes for a new TIF Note or TIF Notes, which shall be (i) in minimum denominations or multiples of One Thousand Dollars (\$1,000), except with respect to the TIF Notes issued upon acceptance by the City of the final Certificate of Reimbursable Redevelopment Project Costs, which TIF Notes may be issued in any denomination, subject to the limitation on the aggregate principal amount, and (ii) of the same Maturity Date and in the same aggregate principal amount outstanding as the TIF Note which was presented for transfer or exchange. The TIF Notes presented for transfer or exchange shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in a form and with guarantee of signature satisfactory to the Finance Officer, duly executed by the Owner thereof or by the Owner's duly authorized agent. Upon any transfer, exchange or assignment as provided in this Section, the transferor shall reimburse the City for all of the reasonable out-of-pocket costs incurred by the City in connection with the administration of such transfer, exchange or assignment.

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

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

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

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

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

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

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

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

its discretion, pay such TIF Note instead of issuing a new TIF Note.

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

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

ARTICLE III. REDEMPTION AND PAYMENT OF PRINCIPAL AND INTEREST

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

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

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

Section 303 Selection of Notes to be Redeemed. TIF Notes shall be redeemed only in Authorized Denominations. When less than all of the outstanding TIF Notes are to be redeemed and paid prior to maturity, such TIF Notes or portions of TIF Notes to be redeemed shall be selected in Authorized Denominations by the Fiscal Agent in such equitable manner as it may determine. In the case of a partial redemption of TIF Notes when TIF Notes of denominations greater than the minimum Authorized Denomination are then outstanding, then for all purposes in connection with such redemption each Authorized Denomination unit of face value shall be treated as though it was a separate TIF Note of the denomination of the minimum Authorized Denomination.

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

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

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

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

ARTICLE IV. FUNDS AND REVENUES

Section 401 Creation of Funds and Accounts. There are hereby created or ratified and ordered to be established in the treasury of the City the Special Allocation Fund into which all Bankers Available Revenues, Curlee Available Revenues and

Dorsa Available Revenues shall be deposited, and within it the following separate funds and accounts:

- (a) a PILOTs Account, and within it:
 - 1) the Bankers PILOTs Sub-Account;
 - 2) the Curlee PILOTs Sub-Account; and
 - 3) the Dorsa PILOTs Sub-Account.
- (b) an EATs Account, and within it:
 - 1) the Bankers EATs Sub-Account;
 - 2) the Curlee EATs Sub-Account; and
 - 3) the Dorsa EATs Sub-Account.
- (c) A Revenue Fund, and within it:
 - (i) A Bankers Phase Account, and within it:
 - 1) the Bankers Phase PILOTs Sub-Account; and
 - 2) the Bankers Phase EATs Sub-Account.
 - (ii) A Curlee Phase Account, and within it:
 - 1) the Curlee Phase PILOTs Sub-Account; and
 - 2) the Curlee Phase EATs Sub-Account.
 - (iii) A Dorsa Phase Account, and within it:

- 1) the Dorsa Phase PILOTs Sub-Account; and
 - 2) the Dorsa Phase EATs Sub-Account.
- (d) A Debt Service Fund, and within it:
- (i) the Series A Account;
 - (ii) the Series B Account; and
 - (iii) the Series C Account.
- (e) A Project Fund.

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

Section 403 Revenue Funds.

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

(i) Transfer and deposit into the Bankers Phase PILOTs Sub-Account of the Revenue Fund those Bankers Available Revenues attributable to the Bankers PILOTs; and

(ii) Transfer and deposit into the Bankers Phase EATs Sub-Account of the Revenue Fund those Bankers Available Revenues attributable to the Bankers EATs.

(b) All amounts in the Bankers Phase Account of the Revenue Fund shall be disbursed by the Finance Officer on each Payment Date, first from the Bankers Phase EATs Sub-Account, second from the Bankers Phase PILOTs Sub-Account, and third from any amounts remaining in the Bankers Phase Account for the purposes and in the amounts as follows:

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

Second, to the Comptroller of the City and the SLDC (one half to be paid to the Comptroller and one half to be paid to SLDC), an amount equal to the lesser of i) Six Thousand Dollars and no/100 (\$6,000.00), or ii) 0.2% of the Series A Notes outstanding on each Payment Date, plus any accumulated deficiency from previous years, plus an amount sufficient to pay all or any portion of the fees and expenses incurred by the City pursuant to Section 7.15 of the Agreement that have not otherwise been reimbursed to the City through the issuance of Series A Notes purchased by the Note Purchaser;

Third, to the Series A Account of the Debt Service Fund, an amount sufficient to pay all or any portion of the past due interest owing as a result of prior deficiencies of moneys to pay interest due on the Series A Notes on each Payment Date (which monies shall be applied first to the taxable Series A Note and second to the tax-exempt Series A Note, if any);

Fourth, to the Series A Account of the Debt Service Fund, an amount sufficient to pay all or any portion of the accrued interest becoming due and payable on any Series A Note on each Payment Date (which monies shall be applied first to the taxable Series A Note and second to the tax-exempt Series A Note, if any);

Fifth, to the Series A Account of the Debt Service Fund, an amount sufficient to pay the principal of any Series A Note that is subject to redemption pursuant to the Note Ordinance on each Payment Date (which monies shall be applied first to the taxable Series A Note and second to the tax-exempt Series A Note, if any);

Sixth, upon payment in full and cancellation of the Series A Notes, all other remaining monies in the Bankers Phase EATs Sub-Account, the Bankers Phase PILOTs Sub-Account and the Bankers Phase Account shall be transferred to the Curlee

Phase Account of the Revenue Fund and the Dorsa Phase Accounts of the Revenue Fund in the same proportion as the then current amount outstanding on each of the Series B Notes and Series C Notes; and

Seventh, all other remaining money in the Bankers Phase EATs Sub-Account, the Bankers Phase PILOTs Sub-Account and the Bankers Phase Account of the Revenue Fund shall annually be declared as surplus and distributed in the manner provided in the TIF Act.

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

(i) Transfer and deposit into the Curlee Phase PILOTs Sub-Account of the Revenue Fund those Curlee Available Revenues attributable to the Curlee PILOTs; and

(ii) Transfer and deposit into the Curlee Phase EATs Sub-Account of the Revenue Fund those Curlee Available Revenues attributable to the Curlee EATs.

(d) All amounts in the Curlee Phase Account of the Revenue Fund shall be disbursed by the Finance Officer on each Payment Date, first from the Curlee Phase EATs Sub-Account, second from the Curlee Phase PILOTs Sub-Account and third from any other amounts remaining in the Curlee Phase Account for the purposes and in the amounts as follows:

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

Second, to the Comptroller of the City and the SLDC (one half to be paid to the Comptroller and one half to be paid to SLDC), an amount equal to the lesser of i) Three Thousand Six Hundred Dollars and no/100 (\$3,600.00), or ii) 0.2% of the Series B Notes outstanding on each Payment Date, plus any accumulated deficiency from previous years, plus an amount sufficient to pay all or any portion of the fees and expenses incurred by the City pursuant to Section 7.15 of the Agreement that have not otherwise been reimbursed to the City through the issuance of Series B Notes purchased by the Note Purchaser;

Third, to the Series B Account of the Debt Service Fund, an amount sufficient to pay all or any portion of the past due interest owing as a result of prior deficiencies of moneys to pay interest due on the Series B Notes on each Payment Date (which monies shall be applied first to the taxable Series B Note and second to the tax-exempt Series B Note, if any);

Fourth, to the Series B Account of the Debt Service Fund, an amount sufficient to pay all or any portion of the accrued interest becoming due and payable on any Series B Note on each Payment Date (which monies shall be applied first to the taxable Series B Note and second to the tax-exempt Series B Note, if any);

Fifth, to the Series B Account of the Debt Service Fund, an amount sufficient to pay the principal of any Series B Note that is subject to redemption pursuant to the Note Ordinance on each Payment Date (which monies shall be applied first to the taxable Series B Note and second to the tax-exempt Series B Note, if any);

Sixth, upon payment in full and cancellation of the Series B Notes, all other remaining monies in the Curlee Phase EATs Sub-Account, the Curlee Phase PILOTs Sub-Account and the Curlee Phase Account shall be transferred to the Bankers Phase Account of the Revenue Fund and the Dorsa Phase Accounts of the Revenue Fund in the same proportion as the then current amount outstanding on each of the Series A Notes and Series C Notes; and

Seventh, all other remaining money in the Curlee Phase EATs Sub-Account, the Curlee Phase PILOTs Sub-Account and the Curlee Phase Account of the Revenue Fund shall annually be declared as surplus and distributed in the manner provided in the TIF Act.

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

(i) Transfer and deposit into the Dorsa Phase PILOTs Sub-Account of the Revenue Fund those Dorsa Available Revenues attributable to the Dorsa PILOTs; and

(ii) Transfer and deposit into the Dorsa Phase EATs Sub-Account of the Revenue Fund those

Dorsa Available Revenues attributable to the Dorsa EATs.

(f) All amounts in the Dorsa Phase Account of the Revenue Fund shall be disbursed by the Finance Officer on each Payment Date, first from the Dorsa Phase EATs Sub-Account, second from the Dorsa Phase PILOTs Sub-Account and third from any amounts remaining in the Dorsa Phase Account for the purposes and in the amounts as follows:

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

Second, to the Comptroller of the City and the SLDC (one half to be paid to the Comptroller and one half to be paid to SLDC), an amount equal to the lesser of i) Five Thousand Dollars and no/100 (\$5,000.00), or ii) 0.2% of the Series C Notes outstanding on each Payment Date, plus any accumulated deficiency from previous years, plus an amount sufficient to pay all or any portion of the fees and expenses incurred by the City pursuant to Section 7.15 of the Agreement that have not otherwise been reimbursed to the City through the issuance of Series C Notes purchased by the Note Purchaser;

Third, to the Series C Account of the Debt Service Fund, an amount sufficient to pay all or any portion of the past due interest owing as a result of prior deficiencies of moneys to pay interest due on the Series C Notes on each Payment Date (which monies shall be applied first to the taxable Series C Note and second to the tax-exempt Series C Note, if any);

Fourth, to the Series C Account of the Debt Service Fund, an amount sufficient to pay all or any portion of the accrued interest becoming due and payable on any Series C Note on each Payment Date (which monies shall be applied first to the taxable Series C Note and second to the tax-exempt Series C Note, if any);

Fifth, to the Series C Account of the Debt Service Fund, an amount sufficient to pay the principal of any Series C Note that is subject to redemption pursuant to the Note Ordinance on each Payment Date (which monies shall be applied first to the taxable Series C Note and second to the tax-exempt Series C Note, if any);

Sixth, upon payment in full and cancellation of the Series C Notes, all other remaining monies in the Dorsa Phase EATs Sub-Account, the Dorsa Phase PILOTs Sub-Account and the Dorsa Phase Account shall be transferred to the Bankers Phase Account of the Revenue Fund and the Curlee Phase Accounts of the Revenue Fund in the same proportion as the then current amount outstanding on each of the Series A Notes and Series B Notes; and

Seventh, all other remaining money in the Dorsa Phase EATs Sub-Account, the Dorsa Phase PILOTs Sub-Account and the Dorsa Phase Account of the Revenue Fund shall annually be declared as surplus and distributed in the manner provided in the TIF Act.

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

Section 404 Debt Service Fund.

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

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

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

Section 405 Project Fund. Upon the acceptance by the City of a Certificate of Reimbursable Redevelopment

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

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

ARTICLE V. REMEDIES

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

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

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

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

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

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

ARTICLE VI. DEPOSIT AND INVESTMENT OF MONEYS

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

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

ARTICLE VII MISCELLANEOUS PROVISIONS

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

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

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

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

(a) The fact and date of the execution by any person of any such instrument may be proved by a certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such instrument acknowledged before such officer the execution thereof, or by affidavit of any witness to such execution.

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

Section 705 Execution of Documents; Further Authority. The City is hereby authorized to enter into and the Mayor and the Finance Officer of the City are hereby authorized and directed to execute and deliver, for and on behalf of and as the

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

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

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

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

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

EXHIBIT A

Legal Description of Washington East Condominiums Redevelopment Area

Bankers Sub-Area

A lot in Block One Hundred Seventy-three (173) of the City of St. Louis, fronting One Hundred (100) feet on the North line of Washington Avenue by a depth Northwardly between parallel lines of Two Hundred Twenty-five (225) feet four 4 inches, more or less, to the South line of Lucas Avenue; bounded on the East by Ninth Street. (901 Washington Avenue)

Curlee Sub-Area

A Lot in Block 178 of the City of St. Louis, fronting 86 feet on the North line of Washington Avenue by a depth Northwardly along the Western line of Tenth Street of 150 feet, more or less; bounded on the East by Tenth Street and on the North line by a line 75 feet South of and parallel to the South line of Lucas Avenue, and on the West by a line 86 feet West of and parallel to the Western line of Tenth Street. (1001 Washington Avenue)

Dorsa Sub-Area

A parcel of ground in Block 178 of the City of St. Louis, described as: Beginning at a point in the North line of Washington Avenue 86 feet West of the West line of Tenth Street; thence West along the North line of Washington Avenue 60 feet 1 inch; thence North and parallel with the West line of Tenth Street and along a line lying in a party wall 130 feet 3-1/4 inches; thence East and parallel with the North line of Washington Avenue 5 feet; thence North and parallel with the West line of Tenth Street 20 feet; thence East and parallel with the North line of Washington Avenue 55 feet 1 inch; thence South and parallel with the West line of Tenth Street and along a line lying partly in a party wall 130 feet 3-1/4 inches to the North line of Washington Avenue and the point of beginning. (1007 Washington Avenue); and

A Lot of ground in Block 178 of the City of St. Louis, beginning at a point in the North line of Washington Avenue distant 60 feet East of the East line of 11th Street; thence running Northwardly parallel to said East line of 11th Street 151 feet, more or less, to the South line of United States Survey 1508; thence East on said Survey line 6 feet 3 inches to the southeast corner of a strip of ground conveyed to Adolph Lopez and Theresa Lopez recorded in Book 1599 page 251; thence North along said Lopez East line and the

East line of property conveyed to Mary L. Harbaugh by deed recorded in Book 1584 page 506, 75 feet to the South line of Lucas Avenue; thence East along the South line of Lucas Avenue 84 feet 9 inches, more or less, to the West line of property, formerly owned by Edward Martin; thence South on said Martin's West line 75 feet to the South line of said Survey 1508; thence West on said Survey line 21 feet, more or less, to a point; thence South 18 feet 5-1/2 inches, more or less, to the Northeast corner of a strip of ground conveyed to Washington University's of deed recorded in Book 1523 page 130; thence West along said Washington University's North line 5 feet to the Northwest corner of property conveyed to Washington University; thence Southwardly along the West line of said property of Washington University; 131 feet 9-1/2 inches, more or less, to th North line of Washington Avenue; thence Westwardly along the North line of Washington Avenue 65 feet to the place of beginning. (1015 Washington Ave.); and

A parcel of ground in Block 178 of the City of St. Louis, described as: Fronting 20 feet 1 inch on the South line of Lucas Avenue by a depth Southwardly between parallel lines of 75 feet; bounded East by a line 100 feet West of and parallel with the West line of Tenth Street and West by a line lying in a party wall, according to survey by Joyce Surveying Company on October 11th, 1947. (1008 Lucas Avenue); and

A portion of Lucas Avenue bounded on the West by the Western boundary at its intersection with Lucas Avenue of the parcel described as A Lot of ground in Block 178 of the City of St. Louis, beginning at a point in the North line of Washington Avenue distant 60 feet East of the East line of 11th Street; thence running Northwardly parallel to said East line of 11th Street 151 feet, more or less, to the South line of United States Survey 1508; thence East on said Survey line 6 feet 3 inches to the southeast corner of a strip of ground conveyed to Adolph Lopez and Theresa Lopez recorded in Book 1599 page 251; thence North along said Lopez East line and the East line of property conveyed to Mary L. Harbaugh by deed recorded in Book 1584 page 506, 75 feet to the South line of Lucas Avenue; thence East along the South line of Lucas Avenue 84 feet 9 inches, more or less, to the West line of property, formerly owned by Edward Martin; thence South on said Martin's West line 75 feet to the South line of said Survey 1508; thence West on said Survey line 21 feet, more or less, to a point; thence South 18 feet 5-1/2 inches, more or less, to the Northeast corner of a strip of ground conveyed to Washington University's of deed recorded in Book 1523 page 130; thence West along said Washington University's North line 5 feet to the Northwest corner of property conveyed to Washington University; thence Southwardly along the West line of said property of Washington University; 131 feet 9-1/2 inches, more or less, to th North line of Washington Avenue; thence Westwardly along the North line of Washington Avenue 65 feet to the place of beginning, and bounded on the East by the Eastern boundary of the parcel described as A lot in Block One Hundred Seventy-three (173) of the City of St. Louis, fronting One Hundred (100) feet on the North line of Washington Avenue by a depth Northwardly between parallel lines of Two Hundred Twenty-five (225) feet four 4 inches, more or less, to the South line of Lucas Avenue; bounded on the East by Ninth Street.

EXHIBIT B

Exhibit B-1

Form of Series A Note

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

**UNITED STATES OF AMERICA
STATE OF MISSOURI**

**Registered
No. R-__**

**Registered
Not to Exceed \$3,000,000
plus Issuance Costs
(See Schedule A attached)**

CITY OF ST. LOUIS, MISSOURI

**[TAXABLE][TAX-EXEMPT] TAX INCREMENT REVENUE NOTE
(Washington East Condominiums Redevelopment Project)
SERIES 200_-A**

Rate of Interest: Maturity Date: Dated Date: CUSIP Number:
 [7%][5½%] , 2027 _____, None

REGISTERED OWNER:

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

The CITY OF ST. LOUIS, MISSOURI, a body corporate and a political subdivision duly organized and validly existing under its charter and the Constitution and laws of the State of Missouri (the "City"), for value received, hereby promises to pay to the Registered Owner shown above, or registered assigns, the Principal Amount shown from time to time on Schedule A attached hereto on the Maturity Date shown above unless called for redemption prior to the Maturity Date, and to pay interest thereon from the effective date of registration shown from time to time on Schedule A attached hereto or from the most recent Payment Date to which interest has been paid or duly provided for, at the Rate of Interest shown above computed on the basis of a 360-day year of twelve 30-day months. Interest and principal shall be payable each April 1 and October 1 (each, a "Payment Date"), commencing on the first April 1 or October 1 following the acceptance of the Certificate of Substantial Completion in accordance with the Redevelopment Agreement between the City and 901 Washington, LLC, 1001 Washington, LLC and 1007/1015 Washington, LLC (collectively, the "Developer"), dated as of _____, 2005 (the "Redevelopment Agreement"), until the TIF Notes are paid in full. The Series A Notes shall bear interest from their registration date or from the most recent Payment Date to which interest has been paid or duly provided for. Interest that accrues but remains unpaid on any Payment Date shall be compounded semi-annually.

Except as otherwise provided herein, the capitalized terms herein shall have the meanings as provided in Ordinance No. _____ adopted by the Board of Aldermen on _____, 2004 (the "Note Ordinance") or the Redevelopment Agreement.

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

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

This Series A Note is one of an authorized series of fully registered Notes of the City designated "City of St. Louis, Missouri, [Taxable][Tax-Exempt] Tax Increment Revenue Notes (Washington East Condominiums Redevelopment Project), Series 200_-A," issued in an aggregate principal amount of not to exceed \$3,000,000 plus Issuance Costs (the "Series A Notes" or the "Notes"). The Series A Notes are being issued for the purpose of paying a portion of the Redevelopment Project Costs in connection with the Redevelopment Plan, under the authority of and in full compliance with the Constitution and laws of the State of Missouri, including particularly the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 to 99.865, of the Revised Statutes of Missouri (2000) (the "Act"), and pursuant to the Note Ordinance.

The Series A Notes shall be secured as provided in the Note Ordinance and the Redevelopment Agreement by Available Revenues. The Series A Notes shall be special, limited obligations of the City payable solely from and secured as to the payment of principal and interest by a pledge of the Available Revenues. The Series A Notes shall be payable from and secured by Bankers Available Revenues and then, upon payment in full and cancellation of the Series B Notes, Curlee Available Revenues (on a pro rata basis with the Series C Notes as provided in the Note Ordinance) and upon payment in full and cancellation of the Series C Notes, Dorsa Available Revenues (on a pro rata basis with the Series B Notes as provided in the Note Ordinance) and by any other moneys pledged thereto and held by the Finance Officer as provided herein.

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

“Bankers Available Revenues” means all monies on deposit from time to time (including investment earnings thereon) in (a) the Bankers PILOTs Sub-Account of the PILOTs Account of the Special Allocation Fund; and (b) subject to annual appropriation, the Bankers EATs Sub-Account of the EATs Account of the Special Allocation Fund, excluding (i) any amount paid under protest until the protest is withdrawn or resolved against the taxpayer or (ii) any sum received by the City which is the subject of a suit or other claim communicated to the City which suit or claim challenges the collection of such sum.

The monies on deposit in the Bankers PILOTs Sub-Account of the Special Allocation Fund are those payments in lieu of taxes (as that term is defined in Section 99.805(10) of the TIF Act) attributable to the increase in the current equalized assessed valuation of each taxable lot, block, tract, or parcel of real property located within the Bankers Sub-Area of the Redevelopment Area (as described in Exhibit A to the Note Ordinance) and any applicable penalty and interest over and above the initial equalized assessed value (as that term is used and described in Section 99.845.1 of the TIF Act) of each such unit of property in the Bankers Sub-Area, as paid to the City Treasurer by the City Collector of Revenue during the term of the Redevelopment Plan and the Washington East Condominiums Redevelopment Project.

The monies on deposit in the Bankers EATs Sub-Account of the Special Allocation Fund are those amounts equal to (i) fifty percent (50%) of the total additional revenues from taxes, penalties and interest which are imposed by the City or other taxing districts (as that term is defined in Section 99.805(16) of the TIF Act) and which are generated by economic activities within the Bankers Sub-Area over the amount of such taxes generated by economic activities within the Bankers Sub-Area in the calendar year ending December 31, 2003 (subject to annual appropriation by the City as provided in the TIF Act), as defined and described in Sections 99.805(4) and 99.845 of the TIF Act, but excluding therefrom personal property taxes, taxes imposed on sales or charges for sleeping rooms paid by transient guests of hotels and motels, licenses, fees or special assessments, taxes levied pursuant to Section 70.500 of the Revised Statutes of Missouri, as amended, and taxes levied for the purpose of public transportation pursuant to Section 94.660 of the Revised Statutes of Missouri, as amended, all as provided in Section 99.845 of the TIF Act, as amended from time to time. Notwithstanding the foregoing, Bankers EATs shall not include the operating levy for school purposes imposed by or any sales tax imposed by the Transitional School District of the City of St. Louis.

“Curlee Available Revenues” means all monies on deposit from time to time (including investment earnings thereon) in (a) the Curlee PILOTs Sub-Account of the PILOTs Account of the Special Allocation Fund; and (b) subject to annual appropriation, the Curlee EATs Sub-Account of the EATs Account of the Special Allocation Fund, excluding (i) any amount paid under protest until the protest is withdrawn or resolved against the taxpayer or (ii) any sum received by the City which is the subject of a suit or other claim communicated to the City which suit or claim challenges the collection of such sum.

The monies on deposit in the Curlee PILOTs Sub-Account of the Special Allocation Fund are those payments in lieu of taxes (as that term is defined in Section 99.805(10) of the TIF Act) attributable to the increase in the current equalized assessed valuation of each taxable lot, block, tract, or parcel of real property located within the Curlee Sub-Area of the Redevelopment Area (as described in Exhibit A to the Note Ordinance) and any applicable penalty and interest over and above the initial equalized assessed value (as that term is used and described in Section 99.845.1 of the TIF Act) of each such unit of property in the Curlee Sub-Area, as paid to the City Treasurer by the City Collector of Revenue during the term of the Redevelopment Plan and the Washington East Condominiums Redevelopment Project.

The monies on deposit in the Curlee EATs Sub-Account of the Special Allocation Fund are those amounts equal to fifty percent (50%) of the total additional revenues from taxes, penalties and interest which are imposed by the City or other taxing districts (as that term is defined in Section 99.805(16) of the TIF Act) and which are generated by economic activities within the Curlee Sub-Area over the amount of such taxes generated by economic activities within the Curlee Sub-Area in the calendar year ending December 31, 2003 (subject to annual appropriation by the City as provided in the TIF Act), as defined and described in Sections 99.805(4) and 99.845 of the TIF Act, but excluding therefrom personal property taxes, taxes imposed on sales or charges for sleeping rooms paid by transient guests of hotels and motels, licenses, fees or special assessments, taxes levied pursuant to Section 70.500 of the Revised Statutes of Missouri, as amended, and taxes levied for the purpose of public transportation pursuant to Section 94.660 of the Revised Statutes of Missouri, as amended, all as provided in Section 99.845 of the TIF Act, as amended from time to time. Notwithstanding the foregoing, Curlee EATs shall not include the operating levy for school purposes imposed by or any sales tax imposed by the Transitional School District of the City of St. Louis.

“Dorsa Available Revenues” means all monies on deposit from time to time (including investment earnings thereon) in (a) the Dorsa PILOTs Sub-Account of the PILOTs Account of the Special Allocation Fund; and (b) subject to annual appropriation, the Dorsa EATs Sub-Account of the EATs Account of the Special Allocation Fund, excluding (i) any amount paid under protest until the protest is withdrawn or resolved against the taxpayer or (ii) any sum received by the City which is the subject of a suit or other claim communicated to the City which suit or claim challenges the collection of such sum.

The monies on deposit in the Dorsa PILOTs Sub-Account of the Special Allocation Fund are those payments in lieu of taxes (as that term is defined in Section 99.805(10) of the TIF Act) attributable to the increase in the current equalized assessed valuation of each taxable lot, block, tract, or parcel of real property located within the Dorsa Sub-Area of the Redevelopment Area (as described in Exhibit A to the Note Ordinance) and any applicable penalty and interest over and above the initial equalized assessed value (as that term is used and described in Section 99.845.1 of the TIF Act) of each such unit of property in the Dorsa Sub-Area, as paid to the City Treasurer by the City Collector of Revenue during the term of the Redevelopment Plan and the Washington East Condominiums Redevelopment Project.

The monies on deposit in the Dorsa EATs Sub-Account of the Special Allocation Fund are those amounts equal to fifty percent (50%) of the total additional revenues from taxes, penalties and interest which are imposed by the City or other taxing districts (as that term is defined in Section 99.805(16) of the TIF Act) and which are generated by economic activities within the Dorsa Sub-Area over the amount of such taxes generated by economic activities within the Dorsa Sub-Area in the calendar year ending December 31, 2003 (subject to annual appropriation by the City as provided in the TIF Act), as defined and described in Sections 99.805(4) and 99.845 of the TIF Act, but excluding therefrom personal property taxes, taxes imposed on sales or charges for sleeping rooms paid by transient guests of hotels and motels, licenses, fees or special assessments, taxes levied pursuant to Section 70.500 of the Revised Statutes of Missouri, as amended, and taxes levied for the purpose of public transportation pursuant to Section 94.660 of the Revised Statutes of Missouri, as amended, all as provided in Section 99.845 of the TIF Act, as amended from time to time. Notwithstanding the foregoing, Dorsa EATs shall not include the operating levy for school purposes imposed by or any sales tax imposed by the Transitional School District of the City of St. Louis.

All Series A Notes shall be equally and ratably secured by Bankers Available Revenues. The Series A Notes shall be special, limited obligations of the City payable solely from and secured as to the payment of principal and interest by a pledge of the Bankers Available Revenues and then, and then, upon payment in full and cancellation of the Series B Notes, Curlee Available Revenues (on a pro rata basis with the Series C Notes as provided in the Note Ordinance) and upon payment in full and cancellation of the Series C Notes, Dorsa Available Revenues (on a pro rata basis with the Series B Notes as provided in the Note Ordinance) and by any other moneys pledged thereto and held by the Finance Officer as provided herein. The taxing power of the City is not pledged to the payment of the Series A Notes either as to principal or interest. The Series A Notes shall not be or constitute a general obligation of the City, nor shall they constitute an indebtedness of the City within the meaning of any constitutional, statutory or charter provision, limitation or restriction. THE OBLIGATIONS OF THE CITY WITH RESPECT TO THE SERIES A NOTES SHALL TERMINATE ON THE FIRST TO OCCUR OF THE FULL PAYMENT AND DISCHARGE OF THE SERIES A NOTES OR THE MATURITY DATE (WHETHER OR NOT THE PRINCIPAL AMOUNT OR INTEREST HAS BEEN PAID IN FULL).

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

- (i) Transfer and deposit into the Bankers Phase PILOTs Sub-Account of the Revenue Fund those Bankers Available Revenues attributable to the Bankers PILOTs; and
- (ii) Transfer and deposit into the Bankers Phase EATs Sub-Account of the Revenue Fund those Bankers Available Revenues attributable to the Bankers EATs.

All amounts in the Bankers Phase Account of the Revenue Fund shall be applied first from the Bankers Phase EATs Sub-Account, second from the Bankers Phase PILOTs Sub-Account and third from any other amounts remaining in the Bankers Phase Account, for the purposes and in the amounts as follows:

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

Second, to the Comptroller of the City and the SLDC (one half to be paid to the Comptroller and one half to be paid to SLDC), an amount equal to the lesser of i) Six Thousand Dollars and no/100 (\$6,000.00), or ii) 0.2% of the Series A Notes outstanding on each Payment Date, plus any accumulated deficiency from previous years, plus an amount

sufficient to pay all or any portion of the fees and expenses incurred by the City pursuant to Section 7.15 of the Agreement that have not otherwise been reimbursed to the City through the issuance of Series A Notes purchased by the Note Purchaser;

Third, to the Series A Account of the Debt Service Fund, an amount sufficient to pay all or any portion of the past due interest owing as a result of prior deficiencies of moneys to pay interest due on the Series A Notes on each Payment Date (which monies shall be applied first to the taxable Series A Note and second to the tax-exempt Series A Note, if any);

Fourth, to the Series A Account of the Debt Service Fund, an amount sufficient to pay all or any portion of the accrued interest becoming due and payable on any Series A Note on each Payment Date (which monies shall be applied first to the taxable Series A Note and second to the tax-exempt Series A Note, if any);

Fifth, to the Series A Account of the Debt Service Fund, an amount sufficient to pay the principal of any Series A Note that is subject to redemption pursuant to the Note Ordinance on each Payment Date (which monies shall be applied first to the taxable Series A Note and second to the tax-exempt Series A Note, if any);

Sixth, upon payment in full and cancellation of the Series A Notes, all other remaining monies in the Bankers Phase EATs Sub-Account, the Bankers Phase PILOTs Sub-Account and the Bankers Phase Account shall be transferred to the Curlee Phase Account of the Revenue Fund and the Dorsa Phase Accounts of the Revenue Fund in the same proportion as the then current amount outstanding on each of the Series B Notes and Series C Notes; and

Seventh, all other remaining money in the Bankers Phase EATs Sub-Account, the Bankers Phase PILOTs Sub-Account and the Bankers Phase Account of the Revenue Fund shall annually be declared as surplus and distributed in the manner provided in the TIF Act.

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

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

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

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

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

The Series A Notes or portions of Notes to be redeemed shall become due and payable on the redemption date, at the redemption price therein specified, and from and after the redemption date (unless the City defaults in the payment of the redemption price) such Series A Notes or portion of Series A Notes shall cease to bear interest. Upon surrender of such Series A Notes for redemption in accordance with such notice, the redemption price of such Series A Notes shall be paid by the Finance Officer. Installments of interest due on or prior to the redemption date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Series A Note, there shall be prepared for the Registered Owner a new Series A Note or Notes of the same maturity in the amount of the unpaid principal as provided herein. All Series A Notes that have been redeemed

shall be cancelled and destroyed by the Finance Officer as provided herein and shall not be reissued.

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

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

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

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

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

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

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

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

CITY OF ST. LOUIS, MISSOURI

By: _____
Mayor

By: _____
Finance Officer

Attest:

(Seal)

City Register

(2) Limited to denominations of \$100,000 or any \$1,000 increment in excess thereof, except with respect to an advance pursuant to the final Certificate of Reimbursable Redevelopment Project Costs, which may be in any denomination, subject to the limitation on the aggregate principal amount provided for in the Note Ordinance.

**Exhibit B-2
Form of Series B Note**

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

**UNITED STATES OF AMERICA
STATE OF MISSOURI**

**Registered
No. R-__**

**Registered
Not to Exceed \$1,800,000
plus Issuance Costs
(See Schedule A attached)**

CITY OF ST. LOUIS, MISSOURI

**[TAXABLE][TAX-EXEMPT] TAX INCREMENT REVENUE NOTE
(Washington East Condominiums Redevelopment Project)
SERIES 200_-B**

Rate of Interest: [7%][5½%] Maturity Date: _____, 2027 Dated Date: _____, CUSIP Number: None

REGISTERED OWNER:

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

The **CITY OF ST. LOUIS, MISSOURI**, a body corporate and a political subdivision duly organized and validly existing under its charter and the Constitution and laws of the State of Missouri (the "City"), for value received, hereby promises to pay to the Registered Owner shown above, or registered assigns, the Principal Amount shown from time to time on Schedule A attached hereto on the Maturity Date shown above unless called for redemption prior to the Maturity Date, and to pay interest thereon from the effective date of registration shown from time to time on Schedule A attached hereto or from the most recent Payment Date to which interest has been paid or duly provided for, at the Rate of Interest shown above computed on the basis of a 360-day year of twelve 30-day months. Interest and principal shall be payable each April 1 and October 1 (each, a "Payment Date"), commencing on the first April 1 or October 1 following the acceptance of the Certificate of Substantial Completion in accordance with the Redevelopment Agreement between the City and 901 Washington, LLC, 1001 Washington, LLC and 1007/1015 Washington, LLC (collectively, the "Developer"), dated as of _____, 2005 (the "Redevelopment Agreement"), until the TIF Notes are paid in full. The Series B Notes shall bear interest from their registration date or from the most recent Payment Date to which interest has been paid or duly provided for. Interest that accrues but remains unpaid on any Payment Date shall be compounded semi-annually.

Except as otherwise provided herein, the capitalized terms herein shall have the meanings as provided in Ordinance No. _____ adopted by the Board of Aldermen on _____, 2004 (the "Note Ordinance") or the Redevelopment Agreement.

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

Subject to the preceding paragraph, the principal of and interest on this Series B Note shall be paid at maturity or upon

earlier redemption as provided in Article III of the Note Ordinance to the person in whose name this Series B Note is registered at the maturity or redemption date hereof, upon presentation and surrender of this Series B Note at the payment office of the Finance Officer of the City or her authorized agent (the "Finance Officer"). The principal of and interest on the Series B Notes shall be payable in any coin or currency of the United States of America which, at the respective dates of payment thereof, is legal tender for the payment of debts due the United States of America. The principal of or interest on this Series B Note shall be payable by check or draft at the office of the Finance Officer to the person in whose name this Series B Note is registered on the Register on each Payment Date. Except as otherwise provided in Section 208 of the Note Ordinance with respect to mutilated, destroyed, lost or stolen Series B Note, no principal on the Series B Note is payable unless the Owner thereof has surrendered such Series B Note at the office of the Finance Officer.

This Series B Note is one of an authorized series of fully registered Notes of the City designated "City of St. Louis, Missouri, [Taxable][Tax-Exempt] Tax Increment Revenue Notes (Washington East Condominiums Redevelopment Project), Series 200_-B," issued in an aggregate principal amount of not to exceed \$1,800,000 plus Issuance Costs (the "Series B Notes" or the "Notes"). The Series B Notes are being issued for the purpose of paying a portion of the Redevelopment Project Costs in connection with the Redevelopment Plan, under the authority of and in full compliance with the Constitution and laws of the State of Missouri, including particularly the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 to 99.865, of the Revised Statutes of Missouri (2000) (the "Act"), and pursuant to the Note Ordinance.

The Series B Notes shall be secured as provided in the Note Ordinance and the Redevelopment Agreement by Available Revenues. The Series B Notes shall be special, limited obligations of the City payable solely from and secured as to the payment of principal and interest by a pledge of the Available Revenues. The Series B Notes shall be payable from and secured by Curlee Available Revenues and then, upon payment in full and cancellation of the Series A Notes, Bankers Available Revenues (on a pro rata basis with the Series C Notes as provided in the Note Ordinance) and upon payment in full and cancellation of the Series C Notes, Dorsa Available Revenues (on a pro rata basis with the Series A Notes as provided in the Note Ordinance) and by any other moneys pledged thereto and held by the Finance Officer as provided herein.

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

"Curlee Available Revenues" means all monies on deposit from time to time (including investment earnings thereon) in (a) the Curlee PILOTs Sub-Account of the PILOTs Account of the Special Allocation Fund; and (b) subject to annual appropriation, the Curlee EATs Sub-Account of the EATs Account of the Special Allocation Fund, excluding (i) any amount paid under protest until the protest is withdrawn or resolved against the taxpayer or (ii) any sum received by the City which is the subject of a suit or other claim communicated to the City which suit or claim challenges the collection of such sum.

The monies on deposit in the Curlee PILOTs Sub-Account of the Special Allocation Fund are those payments in lieu of taxes (as that term is defined in Section 99.805(10) of the TIF Act) attributable to the increase in the current equalized assessed valuation of each taxable lot, block, tract, or parcel of real property located within the Curlee Sub-Area of the Redevelopment Area (as described in Exhibit A to the Note Ordinance) and any applicable penalty and interest over and above the initial equalized assessed value (as that term is used and described in Section 99.845.1 of the TIF Act) of each such unit of property in the Curlee Sub-Area, as paid to the City Treasurer by the City Collector of Revenue during the term of the Redevelopment Plan and the Washington East Condominiums Redevelopment Project.

The monies on deposit in the Curlee EATs Sub-Account of the Special Allocation Fund are those amounts equal to fifty percent (50%) of the total additional revenues from taxes, penalties and interest which are imposed by the City or other taxing districts (as that term is defined in Section 99.805(16) of the TIF Act) and which are generated by economic activities within the Curlee Sub-Area over the amount of such taxes generated by economic activities within the Curlee Sub-Area in the calendar year ending December 31, 2003 (subject to annual appropriation by the City as provided in the TIF Act), as defined and described in Sections 99.805(4) and 99.845 of the TIF Act, but excluding therefrom personal property taxes, taxes imposed on sales or charges for sleeping rooms paid by transient guests of hotels and motels, licenses, fees or special assessments, taxes levied pursuant to Section 70.500 of the Revised Statutes of Missouri, as amended, and taxes levied for the purpose of public transportation pursuant to Section 94.660 of the Revised Statutes of Missouri, as amended, all as provided in Section 99.845 of the TIF Act, as amended from time to time. Notwithstanding the foregoing, Curlee EATs shall not include the operating levy for school purposes imposed by or any sales tax imposed by the Transitional School District of the City of St. Louis.

“Bankers Available Revenues” means all monies on deposit from time to time (including investment earnings thereon) in (a) the Bankers PILOTs Sub-Account of the PILOTs Account of the Special Allocation Fund; and (b) subject to annual appropriation, the Bankers EATs Sub-Account of the EATs Account of the Special Allocation Fund, excluding (i) any amount paid under protest until the protest is withdrawn or resolved against the taxpayer or (ii) any sum received by the City which is the subject of a suit or other claim communicated to the City which suit or claim challenges the collection of such sum.

The monies on deposit in the Bankers PILOTs Sub-Account of the Special Allocation Fund are those payments in lieu of taxes (as that term is defined in Section 99.805(10) of the TIF Act) attributable to the increase in the current equalized assessed valuation of each taxable lot, block, tract, or parcel of real property located within the Bankers Sub-Area of the Redevelopment Area (as described in Exhibit A to the Note Ordinance) and any applicable penalty and interest over and above the initial equalized assessed value (as that term is used and described in Section 99.845.1 of the TIF Act) of each such unit of property in the Bankers Sub-Area, as paid to the City Treasurer by the City Collector of Revenue during the term of the Redevelopment Plan and the Washington East Condominiums Redevelopment Project.

The monies on deposit in the Bankers EATs Sub-Account of the Special Allocation Fund are those amounts equal to (i) fifty percent (50%) of the total additional revenues from taxes, penalties and interest which are imposed by the City or other taxing districts (as that term is defined in Section 99.805(16) of the TIF Act) and which are generated by economic activities within the Bankers Sub-Area over the amount of such taxes generated by economic activities within the Bankers Sub-Area in the calendar year ending December 31, 2003 (subject to annual appropriation by the City as provided in the TIF Act), as defined and described in Sections 99.805(4) and 99.845 of the TIF Act, but excluding therefrom personal property taxes, taxes imposed on sales or charges for sleeping rooms paid by transient guests of hotels and motels, licenses, fees or special assessments, taxes levied pursuant to Section 70.500 of the Revised Statutes of Missouri, as amended, and taxes levied for the purpose of public transportation pursuant to Section 94.660 of the Revised Statutes of Missouri, as amended, all as provided in Section 99.845 of the TIF Act, as amended from time to time. Notwithstanding the foregoing, Bankers EATs shall not include the operating levy for school purposes imposed by or any sales tax imposed by the Transitional School District of the City of St. Louis.

“Dorsa Available Revenues” means all monies on deposit from time to time (including investment earnings thereon) in (a) the Dorsa PILOTs Sub-Account of the PILOTs Account of the Special Allocation Fund; and (b) subject to annual appropriation, the Dorsa EATs Sub-Account of the EATs Account of the Special Allocation Fund, excluding (i) any amount paid under protest until the protest is withdrawn or resolved against the taxpayer or (ii) any sum received by the City which is the subject of a suit or other claim communicated to the City which suit or claim challenges the collection of such sum.

The monies on deposit in the Dorsa PILOTs Sub-Account of the Special Allocation Fund are those payments in lieu of taxes (as that term is defined in Section 99.805(10) of the TIF Act) attributable to the increase in the current equalized assessed valuation of each taxable lot, block, tract, or parcel of real property located within the Dorsa Sub-Area of the Redevelopment Area (as described in Exhibit A to the Note Ordinance) and any applicable penalty and interest over and above the initial equalized assessed value (as that term is used and described in Section 99.845.1 of the TIF Act) of each such unit of property in the Dorsa Sub-Area, as paid to the City Treasurer by the City Collector of Revenue during the term of the Redevelopment Plan and the Washington East Condominiums Redevelopment Project.

The monies on deposit in the Dorsa EATs Sub-Account of the Special Allocation Fund are those amounts equal to fifty percent (50%) of the total additional revenues from taxes, penalties and interest which are imposed by the City or other taxing districts (as that term is defined in Section 99.805(16) of the TIF Act) and which are generated by economic activities within the Dorsa Sub-Area over the amount of such taxes generated by economic activities within the Dorsa Sub-Area in the calendar year ending December 31, 2003 (subject to annual appropriation by the City as provided in the TIF Act), as defined and described in Sections 99.805(4) and 99.845 of the TIF Act, but excluding therefrom personal property taxes, taxes imposed on sales or charges for sleeping rooms paid by transient guests of hotels and motels, licenses, fees or special assessments, taxes levied pursuant to Section 70.500 of the Revised Statutes of Missouri, as amended, and taxes levied for the purpose of public transportation pursuant to Section 94.660 of the Revised Statutes of Missouri, as amended, all as provided in Section 99.845 of the TIF Act, as amended from time to time. Notwithstanding the foregoing, Dorsa EATs shall not include the operating levy for school purposes imposed by or any sales tax imposed by the Transitional School District of the City of St. Louis.

All Series B Notes shall be equally and ratably secured by Curlee Available Revenues. The Series B Notes shall be special, limited obligations of the City payable solely from and secured as to the payment of principal and interest by a pledge of the Curlee Available Revenues and then, and then, upon payment in full and cancellation of the Series A Notes, Bankers Available Revenues (on a pro rata basis with the Series C Notes as provided in the Note Ordinance) and upon payment in full and cancellation of the Series C Notes, Dorsa Available Revenues (on a pro rata basis with the Series A Notes as provided in the Note Ordinance) and by

any other moneys pledged thereto and held by the Finance Officer as provided herein. The taxing power of the City is not pledged to the payment of the Series B Notes either as to principal or interest. The Series B Notes shall not be or constitute a general obligation of the City, nor shall they constitute an indebtedness of the City within the meaning of any constitutional, statutory or charter provision, limitation or restriction. THE OBLIGATIONS OF THE CITY WITH RESPECT TO THE SERIES B NOTES SHALL TERMINATE ON THE FIRST TO OCCUR OF THE FULL PAYMENT AND DISCHARGE OF THE SERIES B NOTES OR THE MATURITY DATE (WHETHER OR NOT THE PRINCIPAL AMOUNT OR INTEREST HAS BEEN PAID IN FULL).

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

(i) Transfer and deposit into the Curlee Phase PILOTs Sub-Account of the Revenue Fund those Curlee Available Revenues attributable to the Curlee PILOTs; and

(ii) Transfer and deposit into the Curlee Phase EATs Sub-Account of the Revenue Fund those Curlee Available Revenues attributable to the Curlee EATs.

All amounts in the Curlee Phase Account of the Revenue Fund shall be disbursed by the Finance Officer on each Payment Date, first from the Curlee Phase EATs Sub-Account, second from the Curlee Phase PILOTs Sub-Account and third from any amounts remaining in the Curlee Phase Account for the purposes and in the amounts as follows:

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

Second, to the Comptroller of the City and the SLDC (one half to be paid to the Comptroller and one half to be paid to SLDC), an amount equal to the lesser of i) Three Thousand Six Hundred Dollars and no/100 (\$3,600.00), or ii) 0.2% of the Series B Notes outstanding on each Payment Date, plus any accumulated deficiency from previous years, plus an amount sufficient to pay all or any portion of the fees and expenses incurred by the City pursuant to Section 7.15 of the Agreement that have not otherwise been reimbursed to the City through the issuance of Series B Notes purchased by the Note Purchaser;

Third, to the Series B Account of the Debt Service Fund, an amount sufficient to pay all or any portion of the past due interest owing as a result of prior deficiencies of moneys to pay interest due on the Series B Notes on each Payment Date (which monies shall be applied first to the taxable Series B Note and second to the tax-exempt Series B Note, if any);

Fourth, to the Series B Account of the Debt Service Fund, an amount sufficient to pay all or any portion of the accrued interest becoming due and payable on any Series B Note on each Payment Date (which monies shall be applied first to the taxable Series B Note and second to the tax-exempt Series B Note, if any);

Fifth, to the Series B Account of the Debt Service Fund, an amount sufficient to pay the principal of any Series B Note that is subject to redemption pursuant to the Note Ordinance on each Payment Date (which monies shall be applied first to the taxable Series B Note and second to the tax-exempt Series B Note, if any);

Sixth, upon payment in full and cancellation of the Series B Notes, all other remaining monies in the Curlee Phase EATs Sub-Account, the Curlee Phase PILOTs Sub-Account and the Curlee Phase Account shall be transferred to the Bankers Phase Account of the Revenue Fund and the Dorsa Phase Accounts of the Revenue Fund in the same proportion as the then current amount outstanding on each of the Series A Notes and Series C Notes; and

Seventh, all other remaining money in the Curlee Phase EATs Sub-Account, the Curlee Phase PILOTs Sub-Account, and the Curlee Phase Account of the Revenue Fund shall annually be declared as surplus and distributed in the manner provided in the TIF Act.

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

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

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

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

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

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

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

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

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

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

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

IT IS HEREBY CERTIFIED AND DECLARED that all acts, conditions and things required to exist, happen and be

performed precedent to and in the issuance of the Series B Notes have existed, happened and been performed in due time, form and manner as required by law.

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

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

CITY OF ST. LOUIS, MISSOURI

By: _____
Mayor

By: _____
Finance Officer

Attest:

(Seal)

City Register

Approved as to Form:

ASSIGNMENT

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

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

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

Dated: _____.

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

Signature Guaranteed By:

(Name of Eligible Guarantor Institution)

By: _____
Title: _____

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

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

The CITY OF ST. LOUIS, MISSOURI, a body corporate and a political subdivision duly organized and validly existing under its charter and the Constitution and laws of the State of Missouri (the "City"), for value received, hereby promises to pay to the Registered Owner shown above, or registered assigns, the Principal Amount shown from time to time on Schedule A attached hereto on the Maturity Date shown above unless called for redemption prior to the Maturity Date, and to pay interest thereon from the effective date of registration shown from time to time on Schedule A attached hereto or from the most recent Payment Date to which interest has been paid or duly provided for, at the Rate of Interest shown above computed on the basis of a 360-day year of twelve 30-day months. Interest and principal shall be payable each April 1 and October 1 (each, a "Payment Date"), commencing on the first April 1 or October 1 following the acceptance of the Certificate of Substantial Completion in accordance with the Redevelopment Agreement between the City and 901 Washington, LLC, 1001 Washington, LLC and 1007/1015 Washington, LLC (collectively, the "Developer"), dated as of _____, 2005 (the "Redevelopment Agreement"), until the TIF Notes are paid in full. The Series C Notes shall bear interest from their registration date or from the most recent Payment Date to which interest has been paid or duly provided for. Interest that accrues but remains unpaid on any Payment Date shall be compounded semi-annually.

Except as otherwise provided herein, the capitalized terms herein shall have the meanings as provided in Ordinance No. _____ adopted by the Board of Aldermen on _____, 2004 (the "Note Ordinance") or the Redevelopment Agreement.

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

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

This Series C Note is one of an authorized series of fully registered Notes of the City designated "City of St. Louis, Missouri, [Taxable][Tax-Exempt] Tax Increment Revenue Notes (Washington East Condominiums Redevelopment Project), Series 200_-B," issued in an aggregate principal amount of not to exceed \$1,800,000 plus Issuance Costs (the "Series C Notes" or the "Notes"). The Series C Notes are being issued for the purpose of paying a portion of the Redevelopment Project Costs in connection with the Redevelopment Plan, under the authority of and in full compliance with the Constitution and laws of the State of Missouri, including particularly the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 to 99.865, of the Revised Statutes of Missouri (2000) (the "Act"), and pursuant to the Note Ordinance.

The Series C Notes shall be secured as provided in the Note Ordinance and the Redevelopment Agreement by Available Revenues. The Series C Notes shall be special, limited obligations of the City payable solely from and secured as to the payment of principal and interest by a pledge of the Available Revenues. The Series C Notes shall be payable from and secured by Dorsa Available Revenues and then, upon payment in full and cancellation of the Series A Notes, Bankers Available Revenues (on a pro rata basis with the Series B Notes as provided in the Note Ordinance) and upon payment in full and cancellation of the Series B Notes, Curlee Available Revenues (on a pro rata basis with the Series A Notes as provided in the Note Ordinance) and by any other moneys pledged thereto and held by the Finance Officer as provided herein.

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

“Dorsa Available Revenues” means all monies on deposit from time to time (including investment earnings thereon) in (a) the Dorsa PILOTs Sub-Account of the PILOTs Account of the Special Allocation Fund; and (b) subject to annual appropriation, the Dorsa EATs Sub-Account of the EATs Account of the Special Allocation Fund, excluding (i) any amount paid under protest until the protest is withdrawn or resolved against the taxpayer or (ii) any sum received by the City which is the subject of a suit or other claim communicated to the City which suit or claim challenges the collection of such sum.

The monies on deposit in the Dorsa PILOTs Sub-Account of the Special Allocation Fund are those payments in lieu of taxes (as that term is defined in Section 99.805(10) of the TIF Act) attributable to the increase in the current equalized assessed valuation of each taxable lot, block, tract, or parcel of real property located within the Dorsa Sub-Area of the Redevelopment Area (as described in Exhibit A to the Note Ordinance) and any applicable penalty and interest over and above the initial equalized assessed value (as that term is used and described in Section 99.845.1 of the TIF Act) of each such unit of property in the Dorsa Sub-Area, as paid to the City Treasurer by the City Collector of Revenue during the term of the Redevelopment Plan and the Washington East Condominiums Redevelopment Project.

The monies on deposit in the Dorsa EATs Sub-Account of the Special Allocation Fund are those amounts equal to fifty percent (50%) of the total additional revenues from taxes, penalties and interest which are imposed by the City or other taxing districts (as that term is defined in Section 99.805(16) of the TIF Act) and which are generated by economic activities within the Dorsa Sub-Area over the amount of such taxes generated by economic activities within the Dorsa Sub-Area in the calendar year ending December 31, 2003 (subject to annual appropriation by the City as provided in the TIF Act), as defined and described in Sections 99.805(4) and 99.845 of the TIF Act, but excluding therefrom personal property taxes, taxes imposed on sales or charges for sleeping rooms paid by transient guests of hotels and motels, licenses, fees or special assessments, taxes levied pursuant to Section 70.500 of the Revised Statutes of Missouri, as amended, and taxes levied for the purpose of public transportation pursuant to Section 94.660 of the Revised Statutes of Missouri, as amended, all as provided in Section 99.845 of the TIF Act, as amended from time to time. Notwithstanding the foregoing, Dorsa EATs shall not include the operating levy for school purposes imposed by or any sales tax imposed by the Transitional School District of the City of St. Louis.

“Curlee Available Revenues” means all monies on deposit from time to time (including investment earnings thereon) in (a) the Curlee PILOTs Sub-Account of the PILOTs Account of the Special Allocation Fund; and (b) subject to annual appropriation, the Curlee EATs Sub-Account of the EATs Account of the Special Allocation Fund, excluding (i) any amount paid under protest until the protest is withdrawn or resolved against the taxpayer or (ii) any sum received by the City which is the subject of a suit or other claim communicated to the City which suit or claim challenges the collection of such sum.

The monies on deposit in the Curlee PILOTs Sub-Account of the Special Allocation Fund are those payments in lieu of taxes (as that term is defined in Section 99.805(10) of the TIF Act) attributable to the increase in the current equalized assessed valuation of each taxable lot, block, tract, or parcel of real property located within the Curlee Sub-Area of the Redevelopment Area (as described in Exhibit A to the Note Ordinance) and any applicable penalty and interest over and above the initial equalized assessed value (as that term is used and described in Section 99.845.1 of the TIF Act) of each such unit of property in the Curlee Sub-Area, as paid to the City Treasurer by the City Collector of Revenue during the term of the Redevelopment Plan and the Washington East Condominiums Redevelopment Project.

The monies on deposit in the Curlee EATs Sub-Account of the Special Allocation Fund are those amounts equal to fifty percent (50%) of the total additional revenues from taxes, penalties and interest which are imposed by the City or other taxing districts (as that term is defined in Section 99.805(16) of the TIF Act) and which are generated by economic activities within the Curlee Sub-Area over the amount of such taxes generated by economic activities within the Curlee Sub-Area in the calendar year ending December 31, 2003 (subject to annual appropriation by the City as provided in the TIF Act), as defined and described in Sections 99.805(4) and 99.845 of the TIF Act, but excluding therefrom personal property taxes, taxes imposed on sales or charges for sleeping rooms paid by transient guests of hotels and motels, licenses, fees or special assessments, taxes levied pursuant to Section 70.500 of the Revised Statutes of Missouri, as amended, and taxes levied for the purpose of public transportation pursuant to Section 94.660 of the Revised Statutes of Missouri, as amended, all as provided in Section 99.845 of the TIF Act, as amended from time to time. Notwithstanding the foregoing, Curlee EATs shall not include the operating levy for school purposes imposed by or any sales tax imposed by the Transitional School District of the City of St. Louis.

“Bankers Available Revenues” means all monies on deposit from time to time (including investment earnings thereon) in (a) the Bankers PILOTs Sub-Account of the PILOTs Account of the Special Allocation Fund; and (b) subject to annual appropriation, the Bankers EATs Sub-Account of the EATs Account of the Special Allocation Fund, excluding (i) any amount paid under protest until the protest is withdrawn or resolved against the taxpayer or (ii) any sum received by the City which is the subject of a suit or other claim communicated to the City which suit or claim challenges the collection of such sum.

The monies on deposit in the Bankers PILOTs Sub-Account of the Special Allocation Fund are those payments in lieu of taxes (as that term is defined in Section 99.805(10) of the TIF Act) attributable to the increase in the current equalized assessed valuation of each taxable lot, block, tract, or parcel of real property located within the Bankers Sub-Area of the Redevelopment Area (as described in Exhibit A to the Note Ordinance) and any applicable penalty and interest over and above the initial equalized assessed value (as that term is used and described in Section 99.845.1 of the TIF Act) of each such unit of property in the Bankers Sub-Area, as paid to the City Treasurer by the City Collector of Revenue during the term of the Redevelopment Plan and the Washington East Condominiums Redevelopment Project.

The monies on deposit in the Bankers EATs Sub-Account of the Special Allocation Fund are those amounts equal to (i) fifty percent (50%) of the total additional revenues from taxes, penalties and interest which are imposed by the City or other taxing districts (as that term is defined in Section 99.805(16) of the TIF Act) and which are generated by economic activities within the Bankers Sub-Area over the amount of such taxes generated by economic activities within the Bankers Sub-Area in the calendar year ending December 31, 2003 (subject to annual appropriation by the City as provided in the TIF Act), as defined and described in Sections 99.805(4) and 99.845 of the TIF Act, but excluding therefrom personal property taxes, taxes imposed on sales or charges for sleeping rooms paid by transient guests of hotels and motels, licenses, fees or special assessments, taxes levied pursuant to Section 70.500 of the Revised Statutes of Missouri, as amended, and taxes levied for the purpose of public transportation pursuant to Section 94.660 of the Revised Statutes of Missouri, as amended, all as provided in Section 99.845 of the TIF Act, as amended from time to time. Notwithstanding the foregoing, Bankers EATs shall not include the operating levy for school purposes imposed by or any sales tax imposed by the Transitional School District of the City of St. Louis.

All Series C Notes shall be equally and ratably secured by Dorsa Available Revenues. The Series C Notes shall be special, limited obligations of the City payable solely from and secured as to the payment of principal and interest by a pledge of the Dorsa Available Revenues and then, and then, upon payment in full and cancellation of the Series B Notes, Curlee Available Revenues (on a pro rata basis with the Series A Notes as provided in the Note Ordinance) and upon payment in full and cancellation of the Series A Notes, Bankers Available Revenues (on a pro rata basis with the Series B Notes as provided in the Note Ordinance) and by any other moneys pledged thereto and held by the Finance Officer as provided herein. The taxing power of the City is not pledged to the payment of the Series C Notes either as to principal or interest. The Series C Notes shall not be or constitute a general obligation of the City, nor shall they constitute an indebtedness of the City within the meaning of any constitutional, statutory or charter provision, limitation or restriction. THE OBLIGATIONS OF THE CITY WITH RESPECT TO THE SERIES C NOTES SHALL TERMINATE ON THE FIRST TO OCCUR OF THE FULL PAYMENT AND DISCHARGE OF THE SERIES C NOTES OR THE MATURITY DATE (WHETHER OR NOT THE PRINCIPAL AMOUNT OR INTEREST HAS BEEN PAID IN FULL).

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

- (i) Transfer and deposit into the Dorsa Phase PILOTs Sub-Account of the Revenue Fund those Dorsa Available Revenues attributable to the Dorsa PILOTs; and
- (ii) Transfer and deposit into the Dorsa Phase EATs Sub-Account of the Revenue Fund those Dorsa Available Revenues attributable to the Dorsa EATs.

All amounts in the Dorsa Phase Account of the Revenue Fund shall be disbursed by the Finance Officer on each Payment Date, first from the Dorsa Phase EATs Sub-Account, second from the Dorsa Phase PILOTs Sub-Account and third from any amounts remaining in the Dorsa Phase Account for the purposes and in the amounts as follows:

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

Second, to the Comptroller of the City and the SLDC (one half to be paid to the Comptroller and one half to be paid to SLDC), an amount equal to the lesser of i) Five Thousand Dollars and no/100 (\$5,000.00), or ii) 0.2% of the Series C Notes outstanding on each Payment Date, plus any accumulated deficiency from previous years, plus an amount sufficient to pay all or any portion of the fees and expenses incurred by the City pursuant to Section 7.15 of the Agreement that have not otherwise been reimbursed to the City through the issuance of Series C Notes purchased by the Note Purchaser;

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

Payment Date (which monies shall be applied first to the taxable Series C Note and second to the tax-exempt Series C Note, if any);

Fourth, to the Series C Account of the Debt Service Fund, an amount sufficient to pay all or any portion of the accrued interest becoming due and payable on any Series C Note on each Payment Date (which monies shall be applied first to the taxable Series C Note and second to the tax-exempt Series C Note, if any);

Fifth, to the Series C Account of the Debt Service Fund, an amount sufficient to pay the principal of any Series C Note that is subject to redemption pursuant to the Note Ordinance on each Payment Date (which monies shall be applied first to the taxable Series C Note and second to the tax-exempt Series C Note, if any);

Sixth, upon payment in full and cancellation of the Series C Notes, all other remaining monies in the Dorsa Phase EATs Sub-Account, the Dorsa Phase PILOTs Sub-Account and the Dorsa Phase Account shall be transferred to the Bankers Phase Account of the Revenue Fund and the Curlee Phase Accounts of the Revenue Fund in the same proportion as the then current amount outstanding on each of the Series A Notes and Series B Notes; and

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

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

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

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

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

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

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

The Series C Notes are issuable in the form of fully registered Notes without coupons in minimum denominations of One

Hundred Thousand Dollars (\$100,000) or any integral multiple \$1,000 in excess thereof, except with respect to the Notes issued upon acceptance by the City of the final Certificate of Reimbursable Redevelopment Project Costs, which Notes may be issued in any denomination, subject to the limitation on the aggregate Principal Amount.

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

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

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

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

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

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

CITY OF ST. LOUIS, MISSOURI

By: _____
Mayor

By: _____
Finance Officer

Attest:

(Seal)

City Register

Approved as to Form:

ASSIGNMENT

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

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

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

Dated: _____.

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

Signature Guaranteed By:

(Name of Eligible Guarantor Institution)

By: _____
Title: _____

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

SCHEDULE A

CERTIFICATE OF AUTHENTICATION

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

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

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

(2) Limited to denominations of \$100,000 or any \$1,000 increment in excess thereof, except with respect to an advance pursuant to the final Certificate of Reimbursable Redevelopment Project Costs, which may be in any denomination, subject to the limitation on the aggregate principal amount provided for in the Note Ordinance.

EXHIBIT C

Form of Letter of Representations

_____, 20__

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

Re: Not to Exceed \$3,000,000(plus Issuance Costs) City of St. Louis, Missouri, Tax Increment Revenue Notes, (Washington East Condominiums Redevelopment Project), Series 200_-A

Not to Exceed \$1,800,000(plus Issuance Costs) City of St. Louis, Missouri, Tax Increment Revenue Notes, (Washington East Condominiums Redevelopment Project), Series 200_-B

Not to Exceed \$2,500,000(plus Issuance Costs) City of St. Louis, Missouri, Tax Increment Revenue Notes, (Washington East Condominiums Redevelopment Project), Series 200_-C

Ladies and Gentlemen:

This letter is to provide you with certain representations and agreements with respect to the purchase by the undersigned of not to exceed [\$3,000,000][\$1,800,000][\$2,500,000] (plus Issuance Costs) aggregate principal amount of Tax Increment Revenue Notes, (Washington East Condominiums Redevelopment Project), Series 200_-A/B/C (the "TIF Notes"), issued by the City of St. Louis, Missouri (the "City"). The TIF Notes are secured in the manner set forth in Ordinance No. _____ [Board Bill No. _____] of the City adopted on _____, 2004 (the "Note Ordinance"). The undersigned hereby represents to each of you and agrees with each of you, as follows:

1. The undersigned is an Approved Investor (as defined in the Note Ordinance).
2. The undersigned acknowledges that the City has not made any representation or warranty concerning the accuracy or completeness of any information furnished in connection with the purchase by the undersigned of the TIF Notes. Accordingly, the undersigned has not relied upon the City as to the accuracy or completeness of such information. As a sophisticated investor, the undersigned has made its own decision to purchase the TIF Notes based solely upon its own inquiry and analysis.
3. The undersigned understands that the TIF Notes do not constitute an indebtedness of the City or a loan or credit thereof within the meaning of any constitutional or statutory debt limitation or restriction.
4. The undersigned is familiar with and has counsel who are familiar with the federal and state legislation, rules, regulations and case law pertaining to the transfer and distribution of securities, including, but not limited to, disclosure obligations of the seller incident to any such transfer or distribution. The undersigned hereby covenants and agrees that the undersigned will not sell, offer for sale, pledge, transfer, convey, hypothecate, mortgage or dispose of the TIF Notes or any interest therein in violation of applicable federal or state law or in violation of restrictions on sale, assignment, negotiation or transfer of the TIF Notes as set forth in paragraph 6 below.
5. The undersigned is purchasing the TIF Notes for its own account for investment (and not on behalf of another) and, other than a contemplated pledge of the TIF Notes, has no present intention of reselling the TIF Notes or dividing its interest therein. Notwithstanding the foregoing, the undersigned has the right to sell, offer for sale, pledge, transfer, convey, hypothecate, mortgage or dispose of the TIF Notes at some future date determined by it, provided that such disposition is not in violation of restrictions on sale, assignment, negotiation or transfer of the TIF Notes as set forth in paragraph 6 below.
6. The undersigned acknowledges that the right to sell, assign, negotiate or otherwise transfer the TIF Notes shall be limited to Approved Investors (as defined in the Note Ordinance).

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

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

Sincerely,

as Purchaser

By: _____
Title: _____

Approved: February 28, 2005