

RESOLUTION NO. 10-002

A RESOLUTION AUTHORIZING THE EXECUTION OF A CERTAIN TDD CONSENT AND AGREEMENT AMONG THE OLIVE/GRAESER TRANSPORTATION DEVELOPMENT DISTRICT, FIRST NATIONAL BANK OF ST. LOUIS, PACE-CREVE COEUR ASSOCIATES, L.L.C., AND PACE CREVE COEUR CORPORATION

WHEREAS, on December 8, 2009, the Circuit Court of the County of St. Louis, Missouri entered a Judgment and Order Organizing a Transportation Development District (the “*Order*”) that established the Olive/Graeser Transportation Development District (the “*District*”) as a political subdivision pursuant to and in accordance with the Missouri Transportation Development District Act, sections 238.200 to 238.280 of the Revised Statutes of Missouri, as amended (the “*TDD Act*”); and

WHEREAS, the Order established the District for the sole purpose of financing the Infrastructure Improvements (as defined in the Order), which are an authorized “project” within the meaning of Section 238.202.1(5) of the TDD Act, through the imposition of a transportation development district sales tax; and

WHEREAS, pursuant to Resolution No. 09-007, the District designated Pace-Creve Coeur Associates, L.L.C. (the “*Developer*”) as the District’s agent for the purpose of completing the Infrastructure Improvements, as required by that certain District Development Agreement dated as of August 31, 2009, as amended, among the District, the City of Creve Coeur, Missouri, and the owners of record of all real property within the District (the “*Development Agreement*”); and

WHEREAS, Developer assigned all of its right, title, interest, and obligations under the Development Agreement to its affiliate, Pace Creve Coeur Corporation (“*Developer Corporation*”); and

WHEREAS, the District will issue TDD Notes (as defined in the Development Agreement) to Developer as reimbursement for expenses incurred by Developer on behalf of the District in connection with construction of the Infrastructure Improvements; and

WHEREAS, Developer and Developer Corporation, have collaterally assigned all right, title, and interest to the Development Agreement and the TDD Notes to First National Bank of St. Louis (“*Bank*”), as security for Developer’s obligations to Bank and other lenders; and

WHEREAS, in connection with such collateral assignment, Bank has requested the District to execute a certain TDD Consent and Agreement in substantially the form attached hereto as Exhibit “A” and incorporated herein by reference (the “*TDD Consent*”), to reflect, among other things, the District’s consent to the collateral assignment described above and the Bank’s holding of the TDD Notes; and

WHEREAS, the Board of Directors of the District (the "*Board of Directors*") hereby finds and determines that it is necessary and desirable that the District enter into the TDD Consent.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE OLIVE/GRAESER TRANSPORTATION DEVELOPMENT DISTRICT, AS FOLLOWS:

Section 1. The Board of Directors hereby approves the TDD Consent in substantially the form attached hereto as Exhibit "A" and incorporated herein by reference. The District is hereby authorized to execute and deliver the TDD Consent, with such changes as shall be approved by the officers of the District executing the TDD Consent, such officers' signatures on the TDD Consent being conclusive evidence of their approval and the District's approval of the TDD Consent and any changes thereto. The Chair of the Board of Directors is hereby authorized and directed to execute and deliver the TDD Consent for and on behalf of and as the act and deed of the District. The Secretary or Assistant Secretary of the District is hereby authorized and directed to attest to the TDD Consent.

Section 2. The Chair of the Board of Directors is hereby authorized and directed to execute this Resolution for and on behalf of and as the act and deed of the District. The Secretary or Assistant Secretary of the District is hereby authorized and directed to attest to this Resolution.

Section 3. The District shall, and the officers and agents of the District are hereby authorized and directed to, take such further action and execute such other documents, certificates, and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution.

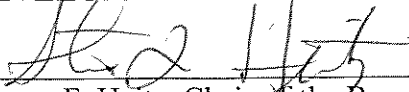
Section 4. This Resolution shall be in full force and effect from and after its passage and approval.

Adopted this 9th day of February, 2010.

I, the undersigned, Chair of the Board of Directors of the Olive/Graeser Transportation Development District, hereby certify that the foregoing Resolution was duly adopted by the Board of Directors at a meeting held, after proper notice given, on February 9, 2010.

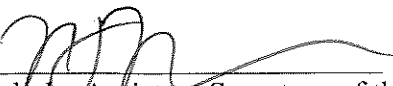
SEAL:

**OLIVE/GRAESER TRANSPORTATION
DEVELOPMENT DISTRICT**



Steven F. Heitz, Chair of the Board of Directors

ATTEST:



Natalie J. Nichols, Assistant Secretary of the
Olive/Graeser Transportation Development District

EXHIBIT A

TDD CONSENT AND AGREEMENT

This TDD CONSENT AND AGREEMENT (this “Agreement”), dated as of February ____, 2010, is made and entered into by and among **FIRST NATIONAL BANK OF ST. LOUIS**, for itself and certain other Lenders (as defined in the Loan Agreement) (“Bank”), **PACE-CREVE COEUR ASSOCIATES, L.L.C.**, a Missouri limited liability company (“Borrower”), **PACE CREVE COEUR CORPORATION**, a Missouri corporation (the “Pledgor”) and the **OLIVE/GRAESER TRANSPORTATION DEVELOPMENT DISTRICT**, a political subdivision of the State of Missouri (“TDD”). The following recitals form an integral part of this Agreement:

A. Borrower has applied to Bank and the Lenders for a Loan in the aggregate principal amount of up to Nine Million Three Hundred Twenty Thousand and 00/100 Dollars (\$9,320,000.00) (the “Loan”), and Bank and the Lenders have made or will make the Loan to Borrower to allow it to acquire certain real estate within the TDD and to advance the costs of completing the Infrastructure Improvements (hereinafter defined).

B. Borrower is now or hereafter may become otherwise obligated or indebted to Bank and the Lenders, and Bank and the Lenders may make future advances to Borrower, and Borrower may incur future obligations to Bank and the Lenders, whether pursuant to that certain Construction Loan Agreement, by and among Borrower, Bank and the Lenders (as the same may be amended from time to time, the “Loan Agreement”), dated as of August 31, 2009, or pursuant to the other Loan Documents, as defined in the Loan Agreement. Capitalized terms not otherwise defined herein will have the same meaning as in the Loan Agreement.

C. On December 8, 2009, the Circuit Court of St. Louis County, Missouri, entered a Judgment and Order Organizing a Transportation Development District (the “Order”) authorizing the creation of the TDD for the sole purpose of funding certain transportation-related improvements defined in the Order as the “Infrastructure Improvements”.

D. The TDD is authorized to impose a sales tax of one percent (1%) on the receipts from the sale at retail of all tangible personal property or taxable service at retail within the TDD which are subject to taxation pursuant to Section 238.235 RSMo., as the same may be amended from time to time (the “Sales Tax”).

E. By Ordinance Nos. 5062 (approved October 27, 2008), 5071 (approved December 8, 2008), 5082 (approved April 13, 2009), and 5099 (approved August 24, 2009), the City Council of the City of Creve Coeur, Missouri (the “City”) authorized the City to enter into that certain District Development Agreement dated as of August 31, 2009, by and among the City of Creve Coeur, Missouri, Pace-Creve Coeur Associates, L.L.C., Creve Coeur Real Estate Venture IV, LLC, Forsyth Investments LLC, First Community Credit Union, Adkins Farms, Inc., D Hutkin Family Investors, LLC, ORA Properties, LLC, 10923 Olive Partners, L.L.C., and the Olive/Graeser Transportation Development District, as amended by that certain First Amendment to District Development Agreement dated as of August 31, 2009, by and among the foregoing parties and Dorsett/270, L.L.C., Mid-Rivers Plaza, L.L.C., and Highlands Holding Company, as ratified and accepted by the TDD on December 16, 2009 (the “Development Agreement”). All of Borrower’s right, title, interest and obligations under the Development Agreement have been assigned by Borrower to Pledgor pursuant to that certain Assignment dated as of August 31, 2009 (the “Assignment”).

F. On February ____, 2010, the Missouri Highways and Transportation Commission (the "MHTC" or the "Commission") authorized the Commission to enter into that certain Missouri Highways and Transportation Commission Transportation Development District Cooperative Agreement with the TDD (the "Cooperation Agreement"). Pursuant to the TDD's Resolution No. 10-001 approved on January 4, 2010, the TDD's board of directors authorized the TDD to enter into the Cooperation Agreement, and the TDD has executed the Cooperation Agreement and forwarded it to MHTC for approval and signature.

G. The TDD has adopted or will adopt one or more resolutions (the "Note Resolutions"), authorizing the issuance of the Notes (defined below) pursuant to that certain Trust Indenture (the "Indenture") to be entered into between the TDD and a trustee (the "Trustee").

H. Pursuant to the Development Agreement and the Assignment, the TDD will issue one or more notes in minimum increments of \$250,000 (the "Notes") to Pledgor as reimbursement for certain expenses incurred by Pledgor on behalf of the TDD in connection with construction of the Infrastructure Improvements, and the TDD will subsequently cause the issuance of TDD Bonds (as defined in the Development Agreement) to refund the Notes. Pursuant to section 3.6 of the Development Agreement, no payments will be made on the Notes until issuance of TDD Bonds.

I. Pursuant to the Indenture, the TDD has or will transfer, pledge and assign to the Trustee and grant a security interest unto the Trustee in and to the TDD Debt Service Fund (as defined in the Development Agreement) (the "Pledged Revenues"). The Trustee is authorized to receive any and all Pledged Revenues at any and all times and to hold and apply the same for the benefit of the holders of the TDD Obligations (as defined in the Development Agreement) subject to the terms of the Development Agreement and the Indenture.

J. Pursuant to (i) that certain Pledge and Security Agreement, executed by Pledgor and Borrower in favor of Bank, dated as of August 31, 2009 ("Pledge Agreement"), and (ii) that certain Assignment of Project Documents, executed by Pledgor and Borrower in favor of Bank, dated as of August 31, 2009 (the "Assignment of Project Documents"), Pledgor and Borrower have collaterally assigned all right, title and interest to the Development Agreement and the Notes to Bank, as security for Borrower's obligations to the Bank and Lenders under the Loan Agreement and certain other Pledged Obligations as defined in the Pledge Agreement.

K. Pursuant to the TDD's Resolution No. _____ approved on _____, 20____, the TDD's board of directors has authorized the TDD to enter into this Agreement.

NOW THEREFORE, in consideration of the foregoing recitals, the agreements herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to this Agreement agree as follows:

1. Recitals Correct. The foregoing recitals are true and correct in all material respects.

2. TDD Consent. TDD hereby consents to, and acknowledges being notified of, the granting of a security interest against Pledgor's interest in the Notes and the Development Agreement to Bank, for the benefit of the Lenders. So long as Pledgor's interest in the Notes and Development Agreement remains subject to such security interest, the TDD agrees to pay and cause the Trustee to pay directly to Bank, all amounts which may become due and owing to Pledgor under the Indenture and the Notes from time to time (not to exceed the Pledged Revenues), for application in accordance with the

Loan Agreement, at a wire address to be provided by Bank upon issuance of the initial Note, or at such other address as Bank may give by notice to the TDD and the Trustee from time to time.

The TDD (a) consents to the Assignment, (b) consents to the Bank's holding of the Notes for the term of the Loan Agreement, (c) consents to the sale or transfer of the Notes by Bank to another party upon event of default under the Loan Agreement, and (d) agrees to recognize such purchaser or transferee as the lawful holder of the Notes upon the receipt of written notice thereof from Bank.

3. Pledgor Release of TDD. Pledgor hereby acknowledges and consents to the TDD's recognition of any purchaser or transferee of the Notes and hereby releases the TDD in full from any and all liability arising out of the TDD's recognizing, dealing with, and paying any amounts due to such purchaser or transferee.

4. Representations, Warranties and Covenants. The TDD represents and warrants and covenants to and for the benefit of Bank and the Lenders that, so long as the Loan shall remain outstanding and unpaid, the TDD shall not, without the prior written consent of Bank, (a) amend, modify, or permit the withdrawal by any party of the Development Agreement (except as expressly provided in Section 2.8 of the Development Agreement), the Cooperation Agreement or the Indenture, provided that if any amendment, modification, or withdrawal does not materially affect the rights of Bank or Lenders, Bank shall not unreasonably withhold, delay, or condition its consent, (b) assign the Development Agreement, the Cooperation Agreement or the Indenture, (c) reduce the amount of the Sales Tax, (d) increase the maximum permitted amount of Annual TDD Administrative Costs (as defined in the Development Agreement), except for such automatic annual increases permitted by the Development Agreement, (e) issue any Notes to any party other than Pledgor, the City or St. Louis County except as otherwise provided herein and as provided in the Development Agreement, or (f) change the Infrastructure Improvements or the TDD scope of work in any material respect. For purposes of the foregoing (f), a change is material if such change would cause (i) the construction costs of the Infrastructure Improvements to exceed any available funds, or (ii) the Project not to be completed as contemplated in the Cooperation Agreement and the Development Agreement. The TDD represents and warrants that there are no side letters or oral or other agreements which affect any terms of the Development Agreement or the Cooperation Agreement other than (w) that certain letter agreement dated January 4, 2010, by and between the TDD and Borrower regarding the Cooperation Agreement; (x) that certain letter agreement dated August 31, 2009, by and among Borrower, 10923 Olive Partners, L.L.C., D Hutkin Family Investors, LLC, ORA Properties, LLC, and Adkins Farms, Inc, Steve Noles, and Pace Realty Fund, L.L.C.; (y) any intergovernmental cooperation agreements the TDD enters into with the City and/or St. Louis County; and (z) that certain letter agreement dated August 26, 2009, by and between the City and Borrower and/or Pledgor.

The TDD further represents to the Bank and for the benefit of Lenders that:

4.1 True, correct and complete copies of the Indenture, Notes (if any), Cooperation Agreement, Development Agreement, Note Resolutions (if any), and all other instruments executed in connection with issuance of the Notes (the "TDD Note Documents") have been delivered to the Bank, and have not been canceled, modified, assigned, extended or amended (except pursuant to the Assignment or otherwise in favor of Bank or Lenders).

4.2 The TDD Note Documents are in full force and effect on the date hereof and represent the valid, binding and enforceable obligations of TDD, enforceable in accordance with the terms of the TDD Note Documents, except as such enforcement may be limited by bankruptcy, insolvency, reorganization, or other laws affecting the enforcement of creditors' rights generally and by general

principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law). TDD is not in default under the TDD Note Documents and has not breached any of the terms of the TDD Note Documents. To the best knowledge of TDD, the other parties to the TDD Note Documents are not in default under the TDD Note Documents and have not breached any of the terms of the TDD Note Documents. As of the date hereof, TDD has no claims against Borrower or Pledgor and no offsets or defenses against the performance of its obligations under the TDD Note Documents. The TDD agrees that it will not terminate the Pledgor's rights under the Development Agreement and Assignment without Bank's prior written consent to such termination, except in the event of a default by Pledgor of the Development Agreement, in which event the TDD will promptly provide written notice of such default to Bank to allow Bank to cure Pledgor's default within any applicable cure period prior to the TDD terminating Pledgor's rights.

4.3 The TDD has not subordinated or caused to be subordinated its interest in the TDD Note Documents to any deed of trust or other lien other than the Indenture. The TDD has not sold, transferred or assigned the TDD Note Documents or otherwise incurred or granted a lien or encumbrance of its interest in the TDD Note Documents except as provided herein.

4.4 There is no litigation or proceeding pending or, to the best knowledge of the TDD, threatened against or affecting the TDD which would materially adversely affect the TDD Note Documents, the transactions described therein, or the ability of the TDD to perform any of its obligations under the TDD Note Documents.

4.5 TDD has received no written notice of prior sale, transfer or assignment, hypothecation or pledge of Pledgor's interest or Borrower's interest in the TDD Note Documents, except pursuant to the Assignment or otherwise in favor of Bank.

4.6 None of the following events have occurred: (a) the filing of a petition in bankruptcy, insolvency or reorganization, or for the appointment of a receiver or trustee, affecting TDD, or (b) the making of an assignment by TDD for the benefit of its creditors.

4.7 The TDD shall, at the earliest practicable time, subject to market conditions and available revenues and subject to the terms of the Development Agreement, issue revenue obligations to refund all of the Notes, or a portion of the Notes, with Bank's prior written consent, provided that Bank shall not unreasonably withhold, delay, or condition its consent, and provided that Bank shall not be permitted to withhold its consent to the extent it would cause the TDD to be in default of the Development Agreement. The Bank acknowledges that the City has certain approval rights relating to the issuance of revenue obligations as provided in section 3.8(c) of the Development Agreement.

4.8 The representations and warranties of TDD in this Agreement shall be deemed to have been made upon issuance, approval, or execution of each TDD Note Document.

5. Acknowledgment of Bank's Rights and Interests in Notes; Other Payments.

(a) The TDD has agreed to issue the Notes to evidence TDD's obligations to Pledgor under the Development Agreement. Pledgor agrees that the Notes, once issued and authenticated by the Trustee, will be fully endorsed to evidence the amount of TDD's indebtedness to Pledgor, and the TDD agrees that such amount is absolute and shall from time to time not be subject to set-off or contribution for any reason whatsoever.

(b) Pledgor acknowledges, agrees and hereby directs the TDD to, upon issuance of any Notes, deliver the same to Bank or Bank's designee as provided in the notice provision of this Agreement, to enable Bank to hold or constructively hold such Notes on behalf of the Lenders in accordance with the Loan Agreement and the Pledge Agreement. The parties hereto further acknowledge that if at any time an officer of the TDD, or the Trustee under the Indenture, holds the Notes, such officer or Trustee is doing so solely on the account of and for the exclusive benefit of Bank as its bailee.

(c) The TDD shall take such steps as Bank may direct to insure the validity and first priority status of its lien against and security interest in such Notes promptly upon the Bank's written request therefor as set forth in such request, provided, however, that the TDD shall not be responsible for and makes no representation as to the value or condition of the Notes or as to the validity or first priority status of the Bank's lien on and security interest in such Notes. The Pledgor hereby authorizes and directs the TDD to take such action and agrees that such authorization and all other actions hereunder are not revocable by Pledgor until and unless the Loan is repaid in full. The TDD is hereby released by Pledgor and all parties claiming by, through, and under Pledgor for taking such actions.

(d) The TDD acknowledges and agrees that copies of the Assignment and the Pledge Agreement have been made available to the TDD. The TDD and Pledgor acknowledge and agree that pursuant to the terms of this Agreement, Bank is entitled to actual physical possession of the Notes. So long as any Note is registered in the name of the Pledgor or the Bank, no exchange, transfer or cancellation of any Note shall be made without Bank's prior written consent (except as otherwise permitted under the Development Agreement), and no exchange shall be effective unless any such substitute Note certificate is issued subject to the terms and conditions of this Agreement. However, no substitute Note shall be issued in violation of the Development Agreement without the TDD's prior written consent.

(e) Pledgor agrees that it shall endorse any Note in its possession only as provided in the Indenture and Note Resolution and, upon such endorsement immediately deliver the original to Bank or Bank's designee as provided in the notice provisions of this Agreement.

(f) The parties acknowledge and agree that the City has the right to purchase certain Notes pursuant to the Development Agreement.

6. Subject to Intergovernmental Cooperation Agreements and Development Agreement. The parties acknowledge and agree that all obligations of the TDD and all rights granted by the TDD hereunder are subject to the Cooperation Agreement and any other intergovernmental cooperation agreements the TDD may enter into with the City and the County of St. Louis, Missouri. The parties further acknowledge and agree that this Agreement and the TDD's obligations hereunder are subject to the Development Agreement.

7. Notices. The TDD agrees to use its best efforts to mail or deliver to Bank a copy of any and all notices that in any way relate to the Notes which the TDD may from time to time serve upon the City or the MHTC or which the TDD may receive from the City, MHTC, Pledgor, or any other parties under the Development Agreement or the Cooperation Agreement; provided, however, that the failure to give such notice shall not affect any of the terms or provisions hereunder or thereunder. Copies of such notices shall be given to Bank promptly upon the giving of the same to the TDD. Any notices required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given if and when received if personally delivered, or on the second business day after being deposited in United States registered or certified mail, postage prepaid, and addressed to a party at its address set forth below

or to such other address the party to receive such notice may have designated to all other parties by notice in accordance herewith:

If to Bank:

First National Bank of St. Louis
12230 Manchester Road
St. Louis, Missouri
Attention: Kevin Olson

with a copy to:

Thompson Coburn LLP
One US Bank Plaza, Suite 3300
St. Louis, Missouri 63101
Attention: Gayle L. Smith

If to TDD:

Olive/Graeser Transportation Development District
c/o Steven F. Heitz, Executive Director
1401 S. Brentwood Blvd., Suite 900
St. Louis, Missouri 63144

with a copy to:

Stephen L. Kling, Jr., Esq.
Jenkins & Kling, P.C.
10 S. Brentwood Blvd., Suite 200
St. Louis, Missouri 63105

If to Borrower or Pledgor:

Pace-Creve Coeur Associates, L.L.C.
1401 South Brentwood
Suite 900
St. Louis, Missouri 63144
Attention: Denise Chomicki

or to such other address the party to receive such notice may have theretofore furnished to all other parties by notice in accordance herewith. Except as otherwise specifically required herein, no notice of the exercise of any right or option granted to Bank herein is required to be given.

8. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.

9. Governing Law. This Agreement and the terms, provisions and conditions herewith shall be governed by and construed and enforced in accordance with the internal laws of the State of Missouri (without giving effect to the conflicts of law provisions thereof).

10. General. This Agreement may not be modified or amended except by written agreement of the parties hereto. The headings contained in this Agreement have been inserted for convenience of reference only and shall in no way restrict or otherwise modify any of the terms and provisions hereof. If any term, covenant or condition of this Agreement, or the application thereof to any person or circumstance, shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby and each term, covenant and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law. This Agreement represents the entire agreement between the parties and all prior negotiations and communications between the parties concerning the subject loan are superseded hereby.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

SIGNATURE PAGE FOR
TDD CONSENT AND AGREEMENT

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the year and date first set forth above.

“TDD”

OLIVE/GRAESER TRANSPORTATION
DEVELOPMENT DISTRICT

By: _____
Steven F. Heitz, Chairman of the
Board of Directors

ATTEST:

Natalie J. Nichols, Assistant Secretary of the
Olive/Graeser Transportation Development District

SIGNATURES CONTINUED ON FOLLOWING PAGE

SIGNATURE PAGE FOR
TDD CONSENT AND AGREEMENT

“BORROWER”

PACE-CREVE COEUR ASSOCIATES, L.L.C., a
Missouri limited liability company

By: Pace-Graeser Associates, L.L.C., a Missouri limited
liability company, its manager

By: Pace Realty Fund L.L.C., a Missouri limited
liability company, its manager

By: Pace Realty Investors, L.L.C., a
Missouri limited liability company, its
manager

By: _____
Printed Name: _____
Title: _____

SIGNATURES CONTINUED ON FOLLOWING PAGE

SIGNATURE PAGE FOR
TDD CONSENT AND AGREEMENT

“PLEDGOR”

PACE-CREVE COEUR CORPORATION, a Missouri
corporation

By: _____

Printed Name: _____

Title: _____

SIGNATURES CONTINUED ON FOLLOWING PAGE

SIGNATURE PAGE FOR
TDD CONSENT AND AGREEMENT

“BANK”

FIRST NATIONAL BANK OF ST. LOUIS

By: _____

Printed Name: Kevin Olson

Title: Vice President