

RESOLUTION NO. 10-005

A RESOLUTION OF THE OLIVE/GRAESER TRANSPORTATION DEVELOPMENT DISTRICT APPROVING SELECTION OF BOND COUNSEL WITH RESPECT TO ISSUANCE OF TRANSPORTATION DEVELOPMENT DISTRICT SALES TAX REVENUE BONDS

WHEREAS, on December 8, 2009, the Circuit Court of the County of St. Louis, Missouri (the "***Court***") 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 (the "***TDD Sales Tax***"); and

WHEREAS, on December 16, 2009, the board of directors of the District (the "***Board of Directors***") approved and adopted Resolution No. 09-004 (the "***Sales Tax Resolution***"), which imposed the TDD Sales Tax at the rate of one percent (1%) on all retail sales made within the District that are subject to taxation pursuant to the provisions of sections 144.010 to 144.525 of the Revised Statutes of Missouri; and

WHEREAS, the Sales Tax Resolution required the imposition of the TDD Sales Tax to be submitted to the qualified voters of the District for an election by unanimous petition (the "***Unanimous Petition***"); and

WHEREAS, the qualified voters of the District duly approved and executed the Unanimous Petition and filed the same with the Court pursuant to Section 238.216 of the TDD Act; and

WHEREAS, on January 13, 2010, the Court issued its Judgment and Order Entering Results of Election pursuant to Section 238.216 of the TDD Act; and

WHEREAS, in accordance with the District Development Agreement among the District, the City of Creve Coeur, Missouri, and the property owners within the District, dated August 31, 2009, as amended (the "***Development Agreement***"), the District will issue bonds (the "***TDD Bonds***") to refund the TDD Notes (as defined in the Development Agreement), which TDD Bonds shall be secured by and repayable from the TDD Sales Tax; and

WHEREAS, pursuant to section 238.250 of the TDD Act, the District may contract with a local transportation authority, a corporation, partnership, or individual regarding funding, promotion, planning, designing, constructing, improving, maintaining, or operating a project or assistance in such activities; and

WHEREAS, the Board of Directors hereby finds and determines that it is necessary and desirable that the District engage Armstrong Teasdale LLP as bond counsel with respect to the TDD Bonds.

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 engages Armstrong Teasdale LLP as bond counsel to the District, pursuant to an engagement letter in substantially the form attached hereto as Exhibit "A" and incorporated herein by reference (the "*Engagement Letter*"). The District is hereby authorized to execute and deliver the Engagement Letter, with such changes as shall be approved by the officers of the District executing the Engagement Letter, such officers' signatures on the Engagement Letter being conclusive evidence of their approval and the District's approval of the Engagement Letter and any changes thereto. The Chair of the Board of Directors is hereby authorized and directed to execute and deliver the Engagement Letter 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 Engagement Letter.

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.

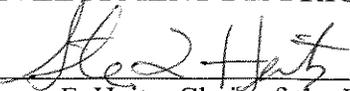
Section 4. This Resolution shall be in full force and effect from and after its passage and approval.

Adopted this 8th day of April, 2010.

[Remainder of page intentionally left blank.]

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 April 8, 2010.

**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

Mark A. Boatman
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314-612-2309 (Fax)
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ILLINOIS

KANSAS

MISSOURI

NEVADA

SHANGHAI

ATTORNEYS AT LAW

April 8, 2010

Mr. Steve Heitz
Chair and Executive Director
Olive/Graeser Transportation Development District
c/o Pace Properties Incorporated
1401 S. Brentwood Blvd., Suite 900
St. Louis, MO 63144

Re: Engagement Letter for Bond Counsel Services

Dear Mr. Heitz:

We are pleased to serve as bond counsel in connection with the issuance of notes and/or bonds (the "*Obligations*") by the Olive/Graeser Transportation Development District (the "*TDD*"). We understand that the *Obligations* are being issued for the purpose of financing a redevelopment project by Pace-Creve Coeur Associates, LLC (the "*Developer*") within the City of Creve Coeur, Missouri (the "*City*") and will be secured by sales tax revenues of the TDD and certain pledged funds of the City. We further understand that a portion of the *Obligations* may be privately placed and some may be publicly offered. The purpose of this letter is to set forth our role, responsibilities, and compensation as bond counsel with respect to the issuance of *Obligations*.

Scope of Engagement

In this engagement, we expect to perform the following duties:

- a. assist the District and the District's underwriter in reviewing the District's financing capabilities;
- b. examine applicable law as it relates to the authorization and delivery of the TDD *Obligations* and our opinion(s), and advise the District regarding the legal authority for the delivery of the TDD *Obligations* and other legal matters related to the financing;
- c. prepare or examine all proceedings and legal documents relating to the authorization and issuance of the TDD *Obligations*;
- d. if requested, prepare offering documents (such as a preliminary official statement and official statement) in connection with the offering for sale of the TDD *Obligations*;

- e. attend meetings and conferences related to the financing and otherwise consult with the parties to the transaction prior to the delivery of the TDD Obligations;
- f. prepare transcripts of proceedings relating to the authorization of the TDD Obligations;
- g. coordinate and assist with the necessary filings and recordings with appropriate county, state and federal agencies, except that we will not be responsible for any required state blue sky filings;
- h. render an approving legal opinion on the validity of the TDD Obligations and the taxability of interest thereon, and any opinions incidental thereto; and
- i. undertake such additional duties as we deem necessary to complete the financing and to render our opinion(s).

Our opinion(s) will be executed and delivered in written form on the date the Obligations are exchanged for their purchase price (the "*Closing*") and will be based on facts and law existing as of its date. Upon delivery of our opinion(s) concerning the last Obligations issued, our responsibilities as bond counsel will be concluded with respect to this financing; specifically, we do not undertake (unless separately engaged) to (a) provide continuing advice to the TDD concerning any actions necessary to assure that interest paid on the Obligations will continue to be excluded from gross income for federal income tax purposes; (b) represent the TDD in Internal Revenue Service examinations or inquiries, or Securities Exchange Commission investigations, (c) perform rebate calculations for the Obligations or (d) perform any blue sky review or memorandum concerning state securities laws. In rendering our opinion(s), we will rely upon representations of the TDD set forth in the financing documents, the certified proceedings and other certifications of public officials and other persons (including certifications as to the use of proceeds of the Obligations and various tax matters), without undertaking to verify the same by independent investigation. We do not review the financial condition of the TDD, the feasibility of the project or the adequacy of any security provided to the note or bond owners, and we will express no opinion regarding these matters or concerning any real estate title or lien matters.

As bond counsel, we may assist the TDD in various aspects of preparing an official statement or other disclosure document with respect to the Obligations, but we will not be responsible for performing an independent investigation to determine the accuracy, completeness or sufficiency of any such document. In any public offering of Obligations, we would expect the underwriter and the TDD to evidence compliance with the current standards for full disclosure by the delivery at Closing of appropriate officers' certificates and opinions of counsel relating to the accuracy and completeness of the information included in the official statement. Moreover, if a disclosure document will be adopted or approved by the TDD, our responsibility will include the preparation or review of any description or summary therein of: (i) state of issue and federal law pertinent to the validity of the Obligations and the tax treatment of interest paid on the

Obligations, (ii) the Obligations, (iii) the trust indenture and any other agreements setting forth the terms of the Obligations and (iv) our opinion.

Fees

Based upon our current understanding of the terms, structure, size and schedule of the financing and the duties we will undertake pursuant to this letter, we agree that:

- j. our fee for bond counsel services in connection with the issuance of any TDD notes will be \$15,000, which amount will be payable at the time of issuance of such TDD notes;
- k. our fee for bond counsel services in connection with the issuance of any TDD bonds will be \$30,000, which amount will be payable at the time of issuance of such bonds;
- l. our fee for preparation of an official statement in connection with any issuance of any TDD bonds will be \$15,000, which amount will be payable at the issuance of such bonds; and
- m. if requested, we will review the Developer's written requests for TDD notes and related certificates of reimbursable costs to confirm that all costs evidenced by the Developer may be reimbursed by the TDD pursuant to applicable law; our fee for such review will be an additional \$5,000, which will be payable at the issuance of such TDD notes.

Such fees may vary: (i) if the principal amount of Obligations actually issued differs significantly from the amount stated above, (ii) if the manner in which the Obligations are to be marketed changes, (iii) if material changes in the structure of the financing occur, or (iv) if unusual or unforeseen circumstances arise which require a significant increase in the type or scope of our responsibilities. If at any time we believe that circumstances require an adjustment of our fees as set forth above, we will consult with you.

Expenses

The fees quoted above will be inclusive of all out-of-pocket expenses, including travel costs, photocopying, digital reproduction of documents, deliveries, long distance telephone charges, filing fees and other necessary office disbursements. We may, however, submit an additional statement for out-of-pocket expenses incurred in preparation and distributing of closing books and/or CDs or for any extraordinary expenditures you request that we incur on your behalf.

If the foregoing terms are acceptable to you, please so indicate by returning the enclosed copy of this letter signed by an appropriate officer, and retain the original for your files. We look forward to working with you on this financing.

Mr. Steve Heitz
Chair and Executive Director
Olive/Graeser Transportation Development District
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Very truly yours,

A handwritten signature in black ink, appearing to read "Mark A. Boatman". The signature is fluid and cursive, with a long horizontal stroke at the end.

Mark A. Boatman

cc: Stephen Kling
Natalie Nichols
Lori Bockman
Robert Klahr

MAB/ch

Accepted and approved on behalf of the Olive/Graeser Transportation Development District:

By: _____

Date: _____