

**RESOLUTION NO. 11-002**

**A RESOLUTION APPROVING CERTIFICATE NO. 2 FOR  
REIMBURSABLE TRANSPORTATION PROJECT COSTS  
AND ACTIONS IN CONNECTION THEREWITH**

**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**, the District, the City of Creve Coeur, Missouri (the “*City*”), Pace-Creve Coeur Associates, L.L.C. (the “*Developer*”), and the owners of record of all real property within the District entered into that certain District Development Agreement dated August 31, 2009, as amended by that certain First Amendment to District Development Agreement dated August 31, 2009, and that certain Second Amendment to District Development Agreement dated August 17, 2010 (as amended, the “*District Development Agreement*”); and

**WHEREAS**, pursuant to Section 3.1 of the District Development Agreement, the Developer has submitted a certificate of reimbursable transportation project costs accompanied by itemized invoices, receipts, and other information (“*Certificate of Reimbursable Costs*”) to allow the District to confirm that the amounts advanced by the Developer constitute TDD Eligible Costs (as defined in the District Development Agreement); and

**WHEREAS**, the District has approved a trust indenture dated as of June 1, 2010 (the “*Indenture*”), between the District and UMB Bank, N.A. as trustee (the “*Trustee*”); and

**WHEREAS**, pursuant to the Indenture, the District issued a Series A Note (as defined in the Indenture) dated October 22, 2010, having a maximum principal amount of \$1,250,000 (the “*Developer Note*”), to reimburse the Developer for TDD Eligible Costs approved by the District; and

**WHEREAS**, pursuant to Section 3.1 of the District Development Agreement, the District’s bond counsel, Armstrong Teasdale LLP, has reviewed the Certificate of Reimbursable Costs and has determined that the costs therein are TDD Eligible Costs; and

**WHEREAS**, pursuant to Section 3.1 of the District Development Agreement, the Developer submitted the Certificate of Reimbursable Costs to the City on December 2, 2010, to afford the City a reasonable opportunity to express any objections thereto, and any such objections have been resolved; and



WHEREAS, the Board of Directors desires to approve the Certificate of Reimbursable Costs.

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

**Section 1. Definitions.** All capitalized terms not defined herein shall have the meanings set forth in the District Development Agreement or the Indenture.

**Section 2. Approval of Certificate of Reimbursable Costs.** The District hereby approves the Certificate of Reimbursable Costs attached hereto as Exhibit "A" and incorporated herein by reference, in the total amount set forth therein.

**Section 3. Execution of the Certificate of Reimbursable Costs.** The chairman of the Board of Directors is hereby authorized and directed to execute and deliver the Certificate of Reimbursable Costs for and on behalf of and as the act and deed of the District. The assistant secretary or secretary of the District is hereby authorized and directed to attest to the Certificate of Reimbursable Costs.

**Section 4. Payment of Reimbursable Transportation Project Costs.** The District shall submit the Certificate of Reimbursable Costs to the Trustee and request that Schedule 1 of the Developer Note be endorsed to reflect additions to the principal amount in the total amount set forth on the Certificate of Reimbursable Costs, in accordance with the Indenture and the District Development Agreement.

**Section 5. Authority to Execute Resolution.** The chairman 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 assistant secretary or the secretary of the District is hereby authorized and directed to attest to this Resolution.

**Section 6. Further Authority.** All actions heretofore taken and any failures to act by the authorized representatives, agents, and employees of the District in connection with the transactions contemplated by this Resolution are hereby ratified and confirmed. The District shall, and the representatives, agents, and employees of the District are hereby authorized and directed to, take such further action and execute and deliver such other documents and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution and shall carry out, comply with, and perform the duties of the District with respect to the Certificate of Reimbursable Costs.

**Section 7. Severability.** The sections, paragraphs, sentences, clauses, and phrases of this Resolution shall be severable. In the event that any such section, paragraph, sentence, clause, or phrase of this Resolution is found by a court of competent jurisdiction to be invalid, the remaining portions of this Resolution are valid, unless the court finds the valid portions of this Resolution are so essential to and inseparably connected with and dependent upon the void portion that it cannot be presumed that the District has enacted the valid portions without the void ones, or unless the court finds that the valid portions, standing alone, are incomplete and are incapable of being executed in accordance with the legislative intent.



**Section 8. Governing Law.** This Resolution shall be exclusively governed by and construed in accordance with the applicable laws of the State of Missouri.

**Section 9. Effective Date.** This Resolution shall be in full force and effect from and after its passage and approval.

Adopted this 13th day of January, 2011.

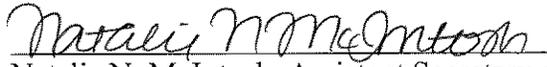
I, the undersigned, Chair of the Board of Directors of the Olive/Graeser Transportation Development District, hereby certify that the foregoing Resolution was duly adopted by the Board of Directors at a meeting held, after proper notice given, on January 13, 2011.

**OLIVE/GRAESER TRANSPORTATION  
DEVELOPMENT DISTRICT**

  
\_\_\_\_\_  
Steven F. Heitz, Chair of the Board of Directors



**ATTEST:**

  
\_\_\_\_\_  
Natalie N. McIntosh, Assistant Secretary of the  
Olive/Graeser Transportation Development District



# EXHIBIT A

## Certificate of Reimbursable Project Costs

TO: City of Creve Coeur  
Attn: City Administrator

Re: City of Creve Coeur, Missouri, Olive/Graeser TDD

*Terms not otherwise defined herein shall have the meaning ascribed to such terms in the District Development Agreement dated as of August 31st, 2009 (the "Agreement"). In connection with said Agreement, the undersigned hereby states and certifies that:*

1. Each item listed on **Schedule 1** hereto is a TDD Eligible Cost and was incurred in connection with the construction of the Infrastructure Improvements.
2. These TDD Eligible Costs have been paid by the Developer and are reimbursable under the TDD Act and the Agreement.
3. Each item listed on **Schedule 1** has not previously been paid or reimbursed from money derived from the TDD Fund, and no part thereof has been included in any other certificate previously filed with the City.
4. There has not been filed with or served upon Developer or the TDD any notice of any lien, right of lien or attachment upon or claim affecting the right of any person, firm or corporation to receive payment of the amounts stated in this request, except to the extent any such lien is being contested in good faith.
5. All necessary permits and approvals required for the portion of the Infrastructure Improvements for which this certificate relates have been issued and are in full force and effect.
6. All Infrastructure Improvements for which payment or reimbursement is requested has been performed in a good and workmanlike manner and in accordance with the Agreement.
7. The Developer is not in default or breach of any term or condition of the Agreement.

Dated this <sup>2<sup>nd</sup></sup> day of December, 2010.

PACE-CREVE COEUR ASSOCIATES, L.L.C.  
By: Pace-Graeser Associates, L.L.C., its Manager  
By: Pace Realty Fund, L.L.C., its Manager  
By: Pace Realty Investors, L.L.C., its Manager

By:   
Denise Chomicki, Manager

Approved for Payment this \_\_\_\_\_

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

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

Its: \_\_\_\_\_

CERTIFICATE OF REIMBURSABLE COSTS  
Schedule 1

<u>Payee</u>	<u>Address</u>	<u>Amount</u>	<u>Description</u>
Various	See Detail	13,500	Land
Aura Construction	1001 Craig Road, Ste 170, Creve Coeur MO 63146	366,693	Olive Improvements
Crawford, Bunte, Brammeier	1830 Craig Park Ct, Ste 209, St. Louis MO 63146	6,300	Engineering - Civil & Survey
Midwest Testing	8606 Page Ave, St. Louis MO 63114	4,608	Traffic - Design & Consultant
Jenkins & Kling, P.C.	10 S Brentwood, Ste 200, St. Louis MO 63105	3,878	Legal
First National Bank	12230 Manchester Rd, St. Louis MO 63131	3,069	Construction Interest
Crawford, Bunte, Brammeier	1830 Craig Park Ct, Ste 209, St. Louis MO 63146	20,766	Construction Inspections
Shanfield Construction	171 Henning Dr, Chesterfield MO 63017	220	Construction Inspections
Armstrong Teasdale	7700 Forsyth Boulevard, Suite 1800, St. Louis, MO 63105	21,000	Issuance Costs
		<u>440,035</u>	



Pace-Creve Coeur Associates LLC  
Olive-Graeser TDD  
TDD Expenditure  
Note Request #2

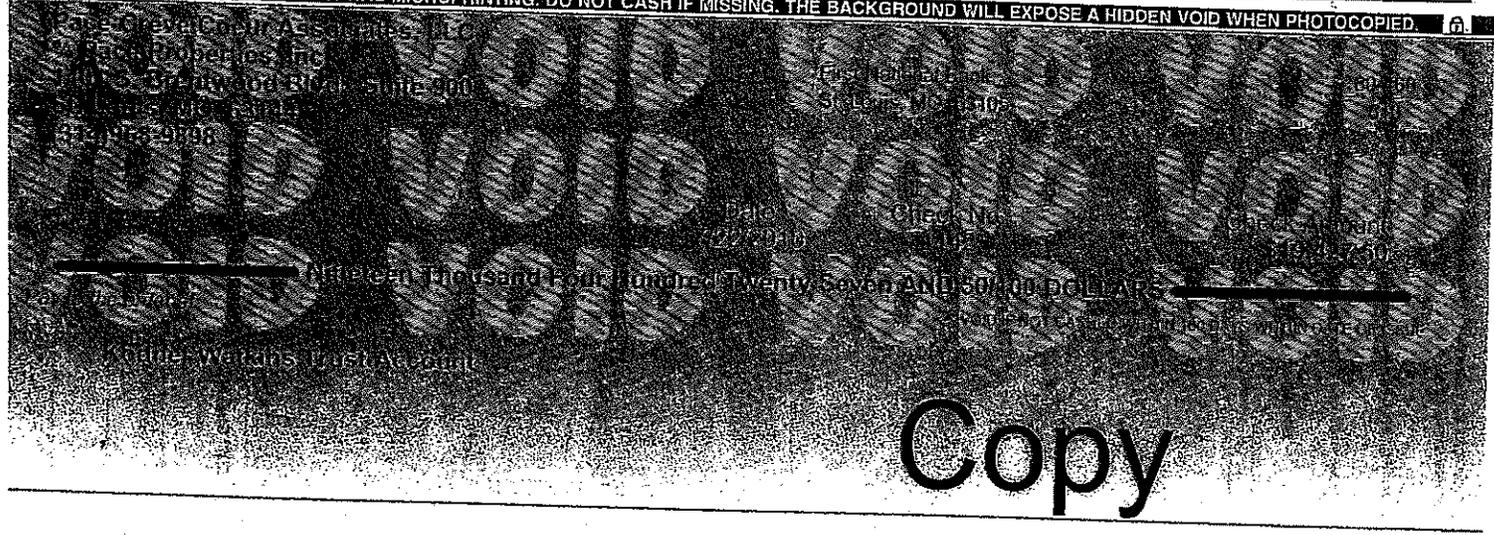
Easement Agreement with A&A Properties LLC

<u>Budget</u>	
<u>Category</u>	<u>Amt</u>
Land	<u>13,500.00</u>
	<u>13,500.00</u>

Ent	Name	Acct No	Invoice	Date	P.O. Num	Reference	Amount	Discount	Net
1740	Pace Creve Coeur As	1875	1	7/22/2010		TDD - Easement	13,500.00	0.00	13,500.00
1740	Pace Creve Coeur As	1875	1	7/22/2010		TDD - Easement Escro	4,000.00	0.00	4,000.00
1740	Pace Creve Coeur As	1875	1	7/22/2010		TDD - Easement Legal	1,927.50	0.00	1,927.50

Payor: Pace-Creve Coeur Associates, LLC  
 Payee: Kodner Watkins Trust Account  
 Date: 7/22/2010  
 Check No.: 1142  
 Check Amount: 19,427.50

ON THE FACE OF THIS DOCUMENT HAS MICROPRINTING. DO NOT CASH IF MISSING. THE BACKGROUND WILL EXPOSE A HIDDEN VOID WHEN PHOTOCOPIED.



## TEMPORARY CONSTRUCTION EASEMENT

**THIS TEMPORARY CONSTRUCTION EASEMENT** (the "Easement Agreement") is made and entered into as of July 19, 2010 (the "Effective Date"), by and between **A & A PROPERTIES, LLC**, a Missouri limited liability company (referred to herein as "Grantor") as owner of the property ("Grantor Property") on which the Easement Parcel (hereinafter defined) is located, and **PACE-CREVE COEUR ASSOCIATES, L.L.C.**, a Missouri limited liability company, its contractors and sub-contractors (hereinafter referred to as "Grantee").

In consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are all hereby acknowledged by each of the Grantor and Grantee agree as follows:

1. Grantor hereby grants and conveys to Grantee a temporary construction easement to use the portion of the Grantor Property shown hatch marked and designated as the variable width temporary construction easement on **Exhibit A** attached hereto and incorporated herein by this reference ("Easement Parcel"), for the purpose of modifying and constructing the improvements as shown on **Exhibit A-1** ("Road Improvements") and described in paragraph 2 of this Agreement.

2. Grantor and Grantee agree that Grantee shall perform the construction of the Road Improvements in the manner set forth in this paragraph 2 and shall use its best efforts to complete such construction within the time periods set forth in paragraph 2.

a. Grantee will construct the two retaining walls shown on **Exhibit A** ("Retaining Wall Work") within three (3) days of commencement of construction ("Retaining Wall Construction Period").

b. Grantee will construct the improvements located in the East Half Entrance Area as shown on **Exhibit A** ("East Half Entrance Work"), including the demolition and installation of curbs and gutters, the demolition and installation of concrete and asphalt, and the curing of such concrete and asphalt, within six (6) days of commencement of construction ("East Half Construction Period"). Therefore, Grantor acknowledges that the East Half Entrance Area will be closed to traffic for six (6) days. Grantee agrees to barricade the East Half Entrance Area at any time the East Half Entrance Work is being performed or the concrete and asphalt is curing.

c. Grantee will construct the improvements located in the West Half Entrance Area as shown on **Exhibit A** ("West Half Entrance Work"), including the demolition and installation of curbs and gutters, the demolition and installation of concrete and asphalt, and the curing of such concrete and asphalt, within six (6) days of commencement of construction ("West Half Construction Period"). Therefore, Grantor acknowledges that the West Half Entrance Area will be closed to traffic for six (6) days. Grantee agrees to barricade the West Half Entrance Area at any time work is being performed or the concrete and asphalt is curing.

d. In connection with the Retaining Wall Work, the East Half Entrance Work and the West Half Entrance Work (collectively the "Work"), Grantee agrees that (i) all Work shall be performed in a good and workmanlike manner in accordance with the requirements of the law, including all applicable rules, regulations and ordinances of applicable governmental authorities, (ii) that no materials or equipment will be stored on Grantor's Property, (iii) that Grantee will clean up any debris or dirt from Grantor's Property caused by Grantee, (iv) that, except for the time required for the asphalt and concrete to cure, no Work will be performed during the hours of 9:00AM to 5:00 PM, Monday through Saturday, (v) Grantee will fix any damage to Grantor's Property caused by Grantee in the performance of any Work and (vi) one lane of the entrance from Olive Boulevard to and from the Grantor's Property shall remain open at all times.

e. At least twenty four (24) hours prior to commencing any Work, Grantee shall notify Grantor and Escrow Agent that Grantee will be commencing such Work, specifying the time and date such Work will commence and the time and date such Work is anticipated to be completed. Such notice will be in writing and delivered to Grantor and Escrow Agent at the following addresses:

Grantor:

David L. Amarnick  
1299 Revere Barracks Rd  
St. L, Mo 63125

Escrow Agent:

Kodner Watkins Muchnick Weigley  
7800 Forsyth Boulevard, Suite 700  
St. Louis, Missouri 63105  
Attention: Patrick A. Watts, Esq.

3. If Grantee fails to complete the Retaining Wall Work within the Retaining Wall Construction Period, the East Half Entrance Work within the East Half Construction Period or the West Half Entrance Work within the West Half Construction Period, then Grantee agrees to pay Grantor the amount of One Thousand Dollars (\$1,000.00) per day for each day that elapses after each respective construction period ends through the day that such Work is complete.

4. In connection ~~therewith~~, Grantee agrees to deposit the amount of Four Thousand and No/100 Dollars (\$4,000.00) ("Escrowed Funds") with Kodner Watkins Muchnick Weigley L.C., 7800 Forsyth Boulevard, Suite 700, St. Louis, Missouri 63105 ("Escrow Agent"). If Grantee fails to complete any such Work within the applicable construction period then Grantor shall deliver written notice thereof to Escrow Agent and Grantee, specifying the Work that continued after the applicable period, how long such work continued after the applicable period and the amount due Grantor as a result of such failure. Upon receipt of such notice Escrow Agent agrees to release to Grantor the amount due Grantor from the Escrowed Funds. Upon completion of the Retaining Wall Work, the East Half Entrance Work and the West Half

Entrance Work Grantee shall deliver written notice thereof to Escrow Agent and Grantor and Escrow Agent agrees to release any remaining portion of the Escrowed Funds to Grantee.

5. The Escrowed Funds shall be deposited in Escrow Agent's trust account. Grantor and Grantee shall hold Escrow Agent harmless from any liability it may sustain as a result of it acting in accordance with the terms of this Easement Agreement, except for liability arising out of its gross negligence or willful misconduct in disbursing. In the event a dispute arises between the parties hereto as to the distribution of the Escrowed Funds, Escrow Agent shall have the right to interplead the Escrowed Funds into a court of competent jurisdiction for a final determination and upon such interpleader shall be released from all liability for the Escrowed Funds. Escrow Agent shall be entitled to reasonable attorney's fees and costs of such action, which fees and costs will be paid by Grantee. Escrow Agent shall not be held liable for any damages for any such interpleader action.

6. Grantee shall defend, indemnify and hold harmless Grantor from any and all judgments, actions, liens, loss, damages, penalties, fines, liabilities, expenses (including reasonable attorneys' fees) and claims in connection with any construction activity performed under this Easement by or at the instance of Grantee.

7. Grantee agrees to obtain or to have its contractor obtain and maintain throughout construction performed pursuant to this Easement Agreement, commercial general liability insurance, with limits of not less than Two Million Dollars (\$2,000,000.00) per occurrence for bodily injury, personal injury and property damage, naming the Grantor as an additional insured. A certificate of insurance evidencing such coverage shall be furnished to Grantor prior to the commencement of construction.

8. In consideration of Grantor entering into this Easement Agreement, Grantee agrees to pay Grantor Thirteen Thousand, Five Hundred and No/100 Dollars (~~\$13,500.00~~) and to pay all attorneys' fees incurred by Grantor in connection with the preparation, drafting, negotiation and execution of this Agreement concurrently with the execution of this Easement Agreement. This Easement Agreement shall terminate on the earlier of (a) completion of the Work or (b) on December 31, 2010.

9. In the event that a breach of this Agreement results in litigation, the non-prevailing party shall pay the reasonable attorneys' fees and costs of the prevailing party.

(The remainder of the page is left intentionally blank. The signature pages follow.)

IN WITNESS WHEREOF, Grantor and Grantee have caused this Easement Agreement to be duly executed.

GRANTOR:  
A & A PROPERTIES, LLC

By: [Signature]  
Name: David L. Amarak  
Title: owner

STATE OF Missouri )  
  ) SS  
COUNTY OF St. Louis )

On this 19 day of July, 2010, before me, a Notary Public in and for said state, personally appeared David Amarak, \_\_\_\_\_ of A & A Properties, LLC, a Missouri limited liability company, known to me to be the person who executed the within document in behalf of said company and acknowledged to me that he/she executed the same for the purposes therein stated.

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

My Commission Expires:

[Signature]  
Notary Public

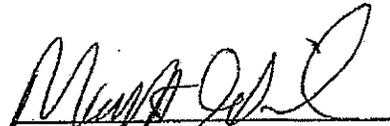


JENNIFER N. BRANHAM  
My Commission Expires  
December 11, 2019  
Jefferson County  
Commission #09807889

GRANTEE:

PACE-CREVE COEUR ASSOCIATES, L.L.C.

By: Pace-Graeser Associates, L.L.C., its Manager  
By: Pace Realty Fund, L.L.C., its Manager  
By: Pace Realty Investors, L.L.C., its Manager

By:   
Mark A. Sedgwick, Manager

STATE OF MISSOURI     )  
                                  )SS  
COUNTY OF ST. LOUIS    )

On this 23<sup>rd</sup> day of July, 2010, before me, Jennifer K Powell, a Notary Public in and for said state, personally appeared Mark A. Sedgwick, Manager of Pace Realty Investors, L.L.C., a Missouri limited liability company, Manager of Pace Realty Fund, L.L.C., a Missouri limited liability company, Manager of Pace-Graeser Associates, L.L.C., a Missouri limited liability company, Manager of Pace-Creve Coeur Associates, L.L.C., a Missouri limited liability company known to me to be the person who executed the within document in behalf of said limited liability company and acknowledged to me that he or she executed the same for the purposes therein stated.

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

  
Notary Public

My Commission Expires:

Nov 29, 2010

JENNIFER K. POWELL  
Notary Public - Notary Seal  
Jefferson County, State of Missouri  
My Commission Expires Nov. 29, 2010  
Commission Number 06975522

SCALE: 1"=50'

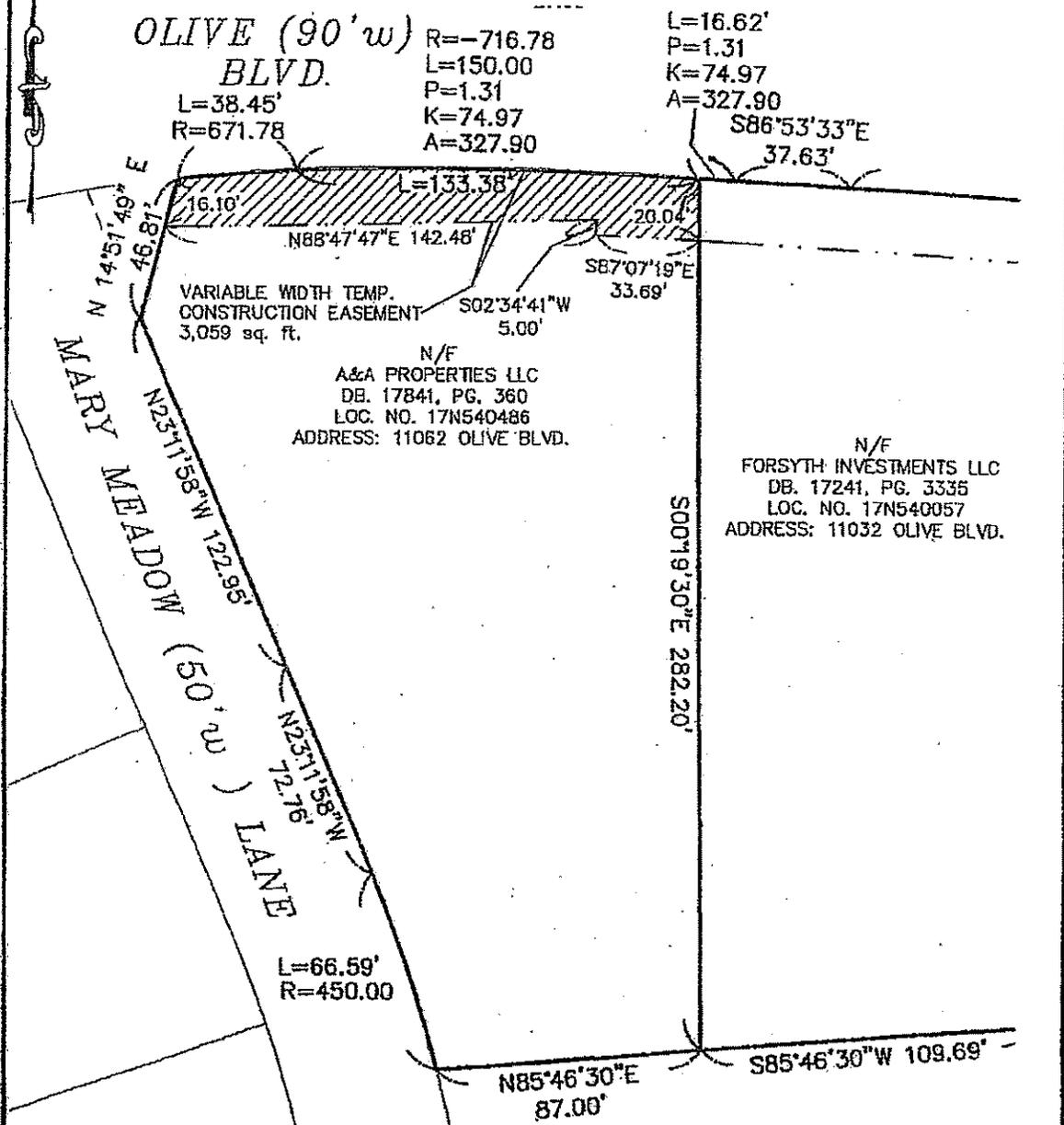


EXHIBIT A SHEET 1 OF 2

### TEMPORARY CONSTRUCTION EASEMENT EXHIBIT

A TRACT OF LAND IN THE NORTH 1/2 OF SECTION 2,  
 LOCATED IN U.S. SURVEY 1962,  
 TOWNSHIP 45 NORTH, RANGE 5 EAST OF THE 5TH PRINCIPAL MERIDIAN,  
 ST. LOUIS COUNTY, MISSOURI

DATE 1/8/10

2063800\SURVEY\EXHIBITS\TSCL-ESMTS\TSCL.DWG

Pace-Creve Coeur Associates LLC  
Olive-Graeser TDD  
TDD Expenditure  
Note Request #2

<u>Invoice Date</u>	<u>Vendor</u>	<u>Reference</u>	<u>Budget</u> <u>Category</u>	<u>Amt</u>
8/31/2010	Aura Construction	1	Olive Improvements	40,381.62
9/30/2010	Aura Construction	2	Olive Improvements	148,815.92
10/31/2010	Aura Construction	3	Olive Improvements	177,495.69
				<u>366,693.23</u>

Ent	Name	Acct No	Invoice	Date	P.O. Num	Reference	Amount	Discount	Net
1740	Pace Creve Coeur As	1875	1	10/8/2010		Pay App #1 - TDD	40,381.62	0.00	40,381.62

Payor: **Pace-Creve Coeur Associates, LLC**      Date: **10/8/2010**      Check No.: **1178**      Check Amount: **40,381.62**  
 Payee: **Aura Construction Services, Inc.**

AS THE FACE OF THIS DOCUMENT HAS MICROPRINTING. DO NOT CASH IF MISSING. THE BACKGROUND WILL EXPOSE A HIDDEN VOID WHEN PHOTOCOPIED.

Pace Creve Coeur Associates, LLC  
 10119 Vaig Road  
 Suite 170  
 Creve Coeur, MO 63146

First National Bank  
 St. Louis, MO 63101

Date: 10/8/2010      Check No.: 1178      Check Amount: 40,381.62

Forty Thousand Three Hundred Eighty One AND 62/100 DOLLARS

Aura Construction Services, Inc.  
 10119 Vaig Road  
 Suite 170  
 Creve Coeur, MO 63146

Copy

STATEMENT OF WORKS FOR CONTRACTOR

SCHEDULE 'A'

Project: 01000  
 Owner: State of Michigan  
 Location: State of Michigan

APPROVED BY: \_\_\_\_\_  
 DATE: \_\_\_\_\_

Item No.	Description of Work	Unit	Quantity	Contract Price	Contract Value	Start Date	Completion Date	Progress %	Amount Paid	Amount Due	Balance Due
1.	Asphalt	Square Yards	2,641.00	264,100.00	264,100.00	5/22/11	2/6/12	100%	264,100.00	0.00	0.00
2.	Asphalt	Square Yards	4,051.00	405,100.00	405,100.00	4/21/11	4/26/11	100%	405,100.00	0.00	0.00
3.	Asphalt	Square Yards	2,146.00	214,600.00	214,600.00	4/21/11	4/26/11	100%	214,600.00	0.00	0.00
4.	Asphalt	Square Yards	3,571.00	357,100.00	357,100.00	4/21/11	4/26/11	100%	357,100.00	0.00	0.00
5.	Asphalt	Square Yards	4,223.00	422,300.00	422,300.00	4/21/11	4/26/11	100%	422,300.00	0.00	0.00
6.	Asphalt	Square Yards	4,900.00	490,000.00	490,000.00	4/21/11	4/26/11	100%	490,000.00	0.00	0.00
7.	Asphalt	Square Yards	7,856.00	785,600.00	785,600.00	4/21/11	4/26/11	100%	785,600.00	0.00	0.00
8.	Asphalt	Square Yards	4,000.00	400,000.00	400,000.00	4/21/11	4/26/11	100%	400,000.00	0.00	0.00
9.	Asphalt	Square Yards	2,641.00	264,100.00	264,100.00	4/21/11	4/26/11	100%	264,100.00	0.00	0.00
10.	Asphalt	Square Yards	4,051.00	405,100.00	405,100.00	4/21/11	4/26/11	100%	405,100.00	0.00	0.00
11.	Asphalt	Square Yards	2,146.00	214,600.00	214,600.00	4/21/11	4/26/11	100%	214,600.00	0.00	0.00
12.	Asphalt	Square Yards	3,571.00	357,100.00	357,100.00	4/21/11	4/26/11	100%	357,100.00	0.00	0.00
13.	Asphalt	Square Yards	4,223.00	422,300.00	422,300.00	4/21/11	4/26/11	100%	422,300.00	0.00	0.00
14.	Asphalt	Square Yards	4,900.00	490,000.00	490,000.00	4/21/11	4/26/11	100%	490,000.00	0.00	0.00
15.	Asphalt	Square Yards	7,856.00	785,600.00	785,600.00	4/21/11	4/26/11	100%	785,600.00	0.00	0.00
<p>TOTAL CONTRACT VALUE: \$4,900,000.00</p> <p>TOTAL AMOUNT PAID: \$0.00</p> <p>TOTAL AMOUNT DUE: \$4,900,000.00</p>											

**CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT**

Upon receipt by the undersigned of a check from PACE CREVE COEUR ASSOCIATES

OWNER

in the sum of \$ \$40,381.62 payable to AURA CONSTRUCTION

AMOUNT OF CHECK

PAYEE OR PAYEES OF CHECK

and when the check has been properly endorsed and has been paid by the bank upon which it

is drawn, this document shall become effective to release any mechanic's lien, stop notice, or

bond right the undersigned has on the job of PACE CREVE COEUR ASSOCIATES

OWNER

located at OLIVE BLVD to the following extent.

JOB DESCRIPTION

This release covers a progress payment for labor, services, equipment, or material furnished to

PACE CREVE COEUR ASSOCIATES, LLC through AUGUST 31, 2010

OWNER

DATE

only and does not cover any retentions retained before or after the release date; extras furnished before the release date for which payment has not been received; extras or items furnished after the release date. Rights based upon work performed or items furnished under a written change order which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in this release. This release of any mechanic's lien, stop notice, or bond right shall not otherwise affect the contract rights, including rights between parties to the contract based upon a rescission, abandonment, or breach of the contract, or the right of the undersigned to recover compensation for furnished labor, services, equipment, or material covered by this release if that furnished labor, services, equipment, or material was not compensated by the progress payment.

Before any recipient of this document relies on it, said party should verify evidence of payment to the undersigned.

Dated: 9/20/2010

AURA CONSTRUCTION SERVICES, INC.

COMPANY NAME

By: Gregory S. Dennis - President

TITLE

From: Central Bancompany

To: 9,13148353771

Tuesday, November 02, 10:11:57 2010

CENTRAL BANCOMPANY  
OUTGOING WIRE TRANSFER  
ADVISE OF DEBIT

Date: 2010-11-02 00:00:00

Customer Name: FNB WIRE TRANSFER

Account Debited: 000099749

Dollar Amount: \$184,815.92

FED IMAD Reference #: 20101102H6B7011C000052

WIRE TRANSFER INFORMATION:

\*\*\*\*\*

Receiving Bank: BK AMER NYC

Receiving Bank ABA: 026009593

Originator: 5324

Originator Account: 0246975-5323 &

Originator Info: PACE CREVE COEUR ASSOCIATES LLC

1401 SOUTH BRENTWOOD BLVD

ST LOUIS MO 63144

Originating Bank: FIRST NATIONAL BANK ST LOUIS

Instructing Bank:

Beneficiary: PRIME BUSINESS CREDIT INC

Beneficiary Account: 1459741520

Beneficiary Info: 1055 W. 7TH ST STE 2200

LOS ANGELES CA 90017

Intermediary Bank:

Beneficiary Bank:

Reference for BNF:

Originator to BNF Information: AURA CONSTRUCTION PACE CREVE COEUR

Bank to Bank Information:

*odv 10-22-10*

*per  
per*

*Paid via wire Transfer - overpayment (\$36K)  
applied to subsequent invoice.*



STATE OF ILLINOIS  
 DEPARTMENT OF TRANSPORTATION  
 SWORN STATEMENT BY CONTRACTOR  
 KENNETH W. ...

2

PROJECT: STATE ROADWAY IMPROVEMENTS  
 COUNTY: ...  
 CONTRACT NO.: ...  
 CONTRACT DATE: ...  
 CONTRACT VALUE: ...

Item No.	Contractor's Supplier	Contractor's Description	Contractor's Quantity	Contractor's Unit Price	Contractor's Total Price	Contractor's Invoice No.	Contractor's Invoice Date	Contractor's Invoice Amount	Contractor's Invoice Due Date	Contractor's Invoice Status	Contractor's Invoice Amount	Contractor's Invoice Due Date	Contractor's Invoice Status
1	...	...	...	...	...	...	...	...	...	...	...	...	...
2	...	...	...	...	...	...	...	...	...	...	...	...	...
3	...	...	...	...	...	...	...	...	...	...	...	...	...
4	...	...	...	...	...	...	...	...	...	...	...	...	...
5	...	...	...	...	...	...	...	...	...	...	...	...	...
6	...	...	...	...	...	...	...	...	...	...	...	...	...
7	...	...	...	...	...	...	...	...	...	...	...	...	...
8	...	...	...	...	...	...	...	...	...	...	...	...	...
9	...	...	...	...	...	...	...	...	...	...	...	...	...
10	...	...	...	...	...	...	...	...	...	...	...	...	...
11	...	...	...	...	...	...	...	...	...	...	...	...	...
12	...	...	...	...	...	...	...	...	...	...	...	...	...
13	...	...	...	...	...	...	...	...	...	...	...	...	...
14	...	...	...	...	...	...	...	...	...	...	...	...	...
15	...	...	...	...	...	...	...	...	...	...	...	...	...

Contractor's Signature: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Company: \_\_\_\_\_



**CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT**

Upon receipt by the undersigned of a check from PAGE GREVE COEUR ASSOCIATES

OWNER

In the sum of \$ 5478,845.02 payable to ALMA CONSTRUCTION

AMOUNT OF CHECK

PROCEEDS OF CHECK

and when the check has been properly endorsed and has been paid by the bank upon which it

is drawn, this document shall become effective to release any mechanic's lien, stop notice, or

third signature undersigned has on the job of PAGE GREVE COEUR ASSOCIATES

OWNER

located at ORIVE BLVD to the following extent:

DESCRIPTION

This release covers a progress payment for labor services, equipment, or material furnished to

PAGE GREVE COEUR ASSOCIATES, INC. through SEPTEMBER 30, 2010

OWNER

DATE

only and does not cover any relations retained before or after the release date, debts furnished before the release date for which payment has not been received, or items furnished after the release date. Rights based upon work performed or items furnished under a written change order which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in the release. This release of any mechanic's lien, stop notice, or bond right shall not otherwise affect the contract terms, including terms between parties to the contract based upon a decision, abandonment, or breach of the contract or the right of the undersigned to receive compensation for furnished labor, services, equipment, or material covered by this release if that furnished labor, services, equipment, or material was not compensated by the progress payment.

Before any receipt of this document falls on it, said party should verify evidence of payment to the undersigned.

Dated: 8/30/2010

ALMA CONSTRUCTION SERVICES, INC.

SECRETARY NAME

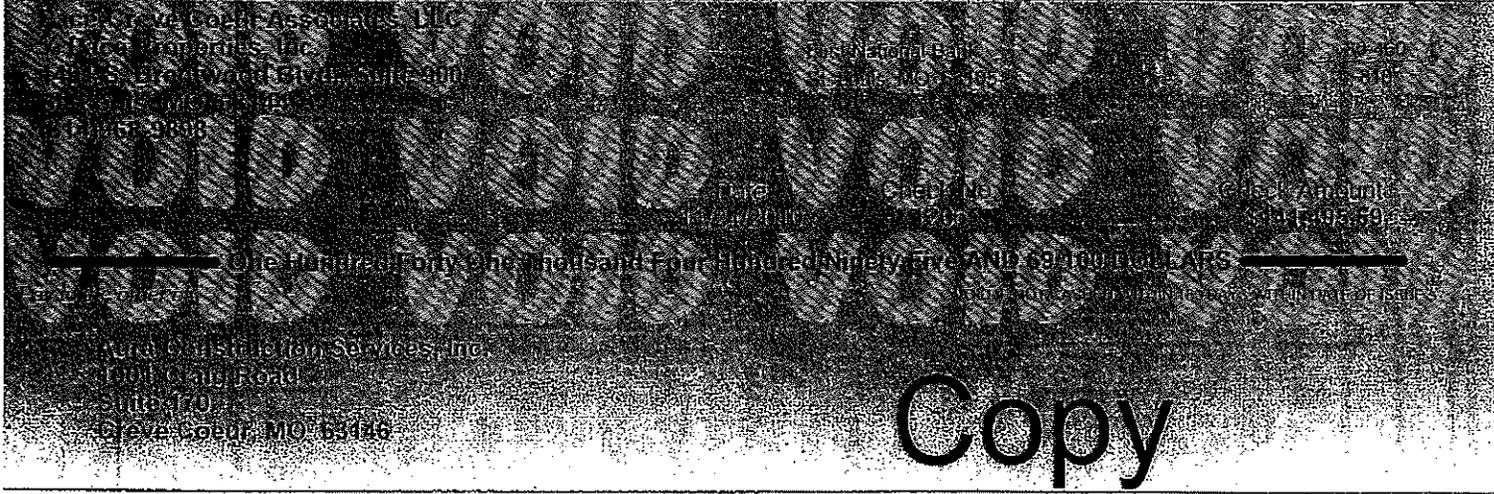
 SECRETARY

TITLE

Ent	Name	Acct No	Invoice	Date	P.O. Num	Reference	Amount	Discount	Net
1740	Pace Creve Coeur As	1875	3	11/24/2010		pay app #3	141,495.69	0.00	141,495.69

Payor: Pace-Creve Coeur Associates, LLC Date: 11/24/2010 Check No.: 1206 Check Amount: 141,495.69  
 Payee: Aura Construction Services, Inc.

THE FACE OF THIS DOCUMENT HAS MICROPRINTING. DO NOT CASH IF MISSING. THE BACKGROUND WILL EXPOSE A HIDDEN VOID WHEN PHOTOCOPIED.



Prior overpayment of \$36K was applied to this payment.

EXHIBIT D

EXHIBIT #1

SWORN STATEMENT OF CONTRACTOR

Page 1

Project: OLIVE BOULEVARD - GRAESER

Application # 3  
Application Date: 10/31/2010

State of MISSOURI  
County of SAINT LOUIS

The affiant, \_\_\_\_\_ being first duly sworn, on oath deposes and says that he is CHIEF FINANCIAL OFFICER (title) of AURA CONSTRUCTION (Contractor) that has contracted with PACE - CREVE COEUR ASSOCIATES (Owner) for General Construction on the following described premises OLIVE BOULEVARD - GRAESER ROAD (project name). That, for the purpose of said Contract, the following persons, subcontractors and suppliers have been contracted with, and have furnished, or are furnishing and preparing materials for, and have done or are doing labor on said improvements. That there is due and to become due them, respectively, the amount set opposite their names for materials and/or labor as stated. That this Statement, to include Schedule "A" is a full, true, complete and up to date Statement of all such persons, subcontractors and suppliers, the amounts paid and the amounts due or to become due to each.

Amount of Contract	Retention Held Inc. Current	Previous Applications (Gross)	Previous Payments (Net of Retention)	Current Application (Gross)	% Complete Gross	Current Payment (Net of Retention)	Balance TO Become Due incl. Retention
			<b>SEE SCHEDULE "A" ATTACHED</b>				
<b>TOTAL</b>							

AMOUNT OF ORIGINAL CONTRACT \$979,029.34  
 EXTRAS TO CONTRACT \$37,298.25  
 TOTAL CONTRACT AND EXTRAS \$1,016,327.59  
 CREDITS TO CONTRACT -\$510.00  
 ADJUSTED TOTAL CONTRACT \$1,015,817.59

WORK COMPLETED TO DATE \$407,437.24  
 Less % RETAINED \$40,743.72  
 NET AMOUNT EARNED \$366,693.52  
 NET PREVIOUSLY PAID \$189,197.83  
 NET AMOUNT - THIS PAYMENT \$177,495.69  
 BALANCE DUE (including Retention) \$649,124.08

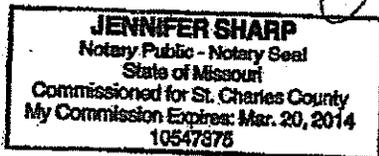
I agree to furnish unconditional Waivers of Lien for all labor and materials under my Contract when demanded.

Signed [Signature]  
 CFO   
Position

Subscribed and sworn to before me on this

day of NOV 2010

[Signature] Notary Public



**EXHIBIT #2  
SWORN STATEMENT OF CONTRACTOR  
SCHEDULE "A"**

PROJECT: OLIVE BOULEVARD - GRAESER  
OWNER: PACE-CREVE COEUR ASSOCIATES  
CONTRACTOR: AURA CONSTRUCTION

APPLICATION #: 3  
APPLICATION DATE: 10/31/2010

Item No.	Contractor or Supplier	Line Item Description	Original Contract Sum	Total Change Orders	Contract Sum to Date	Retention Held (incl. Current)	Previous Applications (Gross)	Previous Payments (Net of Ret.)	Current Application (Gross)	% Comp. (Gross)	Current Payment (Net of Ret.)	Balance to Become Due Including Retention
1	AURA	SUBGRADE	\$3,222.14	-	\$5,222.14	\$955.60	\$3,171.00	\$2,859.90	\$785.00	75.75%	\$706.50	\$1,661.74
2	AURA	MOBILIZATION	\$4,051.73	-	\$4,051.73	\$405.17	\$4,051.73	\$3,646.56	\$0.00	100.00%	\$0.00	\$405.17
3	AURA	REMOVALS	\$42,936.44	-	\$42,936.44	\$2,738.67	\$25,704.72	\$23,134.25	\$1,682.00	63.78%	\$1,513.80	\$18,288.39
4	ST. CHARLES ENG.	SURVEY	-	\$13,943.75	\$13,943.75	\$642.88	\$4,451.25	\$4,006.13	\$1,977.50	46.16%	\$1,779.75	\$8,157.88
5	AURA	REMOVE TREES	-	-\$4,900.00	\$4,900.00	\$490.00	\$4,900.00	\$4,410.00	\$0.00	100.00%	\$0.00	\$490.00
6	AURA	TRAFFIC CONTROL	\$15,712.38	-	\$15,712.38	\$1,085.62	\$9,356.19	\$8,420.57	\$1,000.00	65.91%	\$900.00	\$5,391.81
7	AURA	LIGHT PLANTS	-	\$3,450.00	\$3,450.00	\$345.00	\$1,350.00	\$1,215.00	\$2,100.00	100.00%	\$1,890.00	\$345.00
8	AURA	CONCRETE	\$267,170.78	-	\$267,170.78	\$13,357.22	\$40,891.17	\$44,002.05	\$84,681.00	50.00%	\$76,212.90	\$146,955.83
9	AURA	ASPHALT	\$75,845.60	-	\$75,845.60	\$3,836.85	\$14,948.20	\$12,913.38	\$24,020.32	50.59%	\$21,618.29	\$41,313.93
10	NB WEST	ASPHALT	\$83,928.50	-	\$83,928.50	\$0.00	-	-	\$0.00	0.00%	\$0.00	\$83,928.50
11	AURA	BASE ROCK	\$28,709.22	-	\$28,709.22	\$1,495.41	\$5,751.12	\$5,176.01	\$8,603.00	50.00%	\$7,742.70	\$15,790.51
12	AURA	PIPE	\$155,957.62	-	\$155,957.62	\$12,585.55	\$77,580.00	\$69,822.00	\$48,275.52	80.70%	\$43,447.97	\$42,687.65
13	GERSTNER	SIGNALS	\$246,956.00	-	\$246,956.00	\$1,700.64	\$10,664.03	\$9,597.63	\$6,342.40	6.89%	\$5,708.16	\$231,660.21
14	AURA	TRAFFIC CONTROL, GRADING, ADJ.	\$17,883.98	-	\$17,883.98	\$274.66	-	-	\$2,746.59	15.62%	\$2,471.93	\$15,112.05
15	BRIGHTFIELD	STRIPING	\$29,493.76	-	\$29,493.76	\$0.00	-	-	\$0.00	0.00%	\$0.00	\$29,493.76
16	AURA	RETAINING WALL	\$5,451.20	-	\$5,451.20	\$0.00	-	-	\$0.00	0.00%	\$0.00	\$5,451.20
17	AURA	UTILITY RELOCATION	\$1,564.50	\$1,564.50	\$1,564.50	\$156.45	-	\$0.00	\$1,564.50	100.00%	\$1,408.05	\$156.45
18	AURA	SEWER SPOIL REMOVAL	\$13,440.00	\$13,440.00	\$13,440.00	\$1,344.00	-	\$0.00	\$13,440.00	100.00%	\$12,096.00	\$1,344.00
19	AURA	CHANGE STAMPED ISLAND TO STD	-\$510.00	-\$510.00	-\$510.00	\$0.00	-	-	\$0.00	0.00%	\$0.00	-\$510.00
		<b>TOTAL</b>	\$993,523.85	\$36,788.25	\$1,030,312.10	\$40,748.72	\$210,219.41	\$189,197.47	\$197,217.83	41.01%	\$177,496.05	\$649,124.08

Signature:  Title: CPD



## CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

Upon receipt by the undersigned of a check from PAGE CREVE COEUR ASSOCIATES

OWNER

in the sum of \$ \$177,495.69 payable to AURA CONSTRUCTION

AMOUNT OF CHECK

PAYEE OR PAYEES OF CHECK

and when the check has been properly endorsed and has been paid by the bank upon which it

is drawn, this document shall become effective to release any mechanic's lien, stop notice, or

bond right the undersigned has on the job of PAGE CREVE COEUR ASSOCIATES

OWNER

located at OLIVE BLVD to the following extent.

JOB DESCRIPTION

This release covers a progress payment for labor, services, equipment, or material furnished to

PAGE CREVE COEUR ASSOCIATES, LLC through OCTOBER 31, 2010

OWNER

DATE

only and does not cover any retentions retained before or after the release date; extras furnished before the release date for which payment has not been received; extras or items furnished after the release date. Rights based upon work performed or items furnished under a written change order which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in this release. This release of any mechanic's lien, stop notice, or bond right shall not otherwise affect the contract rights, including rights between parties to the contract based upon a rescission, abandonment, or breach of the contract, or the right of the undersigned to recover compensation for furnished labor, services, equipment, or material covered by this release if that furnished labor, services, equipment, or material was not compensated by the progress payment.

Before any recipient of this document relies on it, said party should verify evidence of payment to the undersigned.

Dated: 10/31/2010

AURA CONSTRUCTION SERVICES, INC.

COMPANY NAME

By: 

- CFO

TITLE

Pace-Creve Coeur Associates LLC  
Olive-Graeser TDD  
TDD Expenditure  
Note Request #2

<u>Invoice Date</u>	<u>Vendor</u>	<u>Reference</u>	<u>Budget Category</u>	<u>Amt</u>
4/26/2010	Crawford, Bunte, Brammeier	6107	Engineering	6,300.00
				<u>6,300.00</u>

Ent	Name	Acct No	Invoice	Date	P.O. Num.	Reference	Amount	Discount	Net
1740	Pace Creve Coeur As	1875	6/107	4/26/2010		Olive@Dautel TID	6,300.00	0.00	6,300.00

Payor: **Pace-Creve Coeur Associates, LLC**      Date: **7/1/2010**      Check No.: **1130**      Check Amount: **6,300.00**  
 Payee: **Crawford, Bunte, Brammeier**

**ON THE FACE OF THIS DOCUMENT HAS MICROPRINTING. DO NOT CASH IF MISSING. THE BACKGROUND WILL EXPOSE A HIDDEN VOID WHEN PHOTOCOPIED.**

Pace-Creve Coeur Associates, LLC  
 6125 S. Brentwood Blvd. #107-9000  
 St. Louis, MO 63111  
 (314) 863-9900

First National Bank  
 St. Louis, MO 63105

Date: 7/1/2010      Check No.: 1130      Check Amount: 6,300.00

**Six Thousand Three Hundred AND 00/100 DOLLARS**

Crawford, Bunte, Brammeier  
 1820 Craig Park Court  
 PO Box 26727  
 St. Louis, MO 63146

Copy



**Crawford, Bunte, Brammeier**  
Traffic and Transportation Engineers

Since 1973

Mr. Steve Heitz  
Pace Properties  
1401 South Brentwood Boulevard  
Suite 900  
St. Louis, Missouri 63144

DATE: April 26, 2010

INVOICE NO.: #7

CBB JOB NO.: 131-2009

**INVOICE**

Transportation Improvement Design Services (Revision #4)  
Olive Boulevard (Missouri Route 340) at Dautel Lane in Creve Coeur, Missouri  
Contract Letter dated August 24, 2009

REC'D APR 30 2010  
DATE \_\_\_\_\_  
CH. # \_\_\_\_\_  
CODE 1740-1P TS  
APPROVED *[Signature]*

**Subsurface Utility Exploration**

Lump Sum		\$9,000.00
100%	Complete	\$9,000.00
	Prev Billed	\$2,700.00

**Total SUE \$6,300.00**

**Roadway**

Lump Sum		\$48,600.00
100%	Complete	\$48,600.00
	Prev Billed	\$48,600.00

**Total Roadway \$0.00**

**Signals**

Lump Sum		\$24,650.00
100%	Complete	\$24,650.00
	Prev Billed	\$24,650.00

**Total Signals \$0.00**

**Staging and Phasing Plans**

Lump Sum		\$9,760.00
100%	Complete	\$9,760.00
	Prev Billed	\$9,760.00

**Total Staging and Phasing \$0.00**

**Amount of This Invoice \$6,300.00**

Pace-Creve Coeur Associates LLC  
Olive-Graeser TDD  
TDD Expenditure  
Note Request #2

<u>GL Date</u>	<u>Vendor</u>	<u>Reference</u>	<u>Budget Category</u>	<u>Amt</u>
9/22/2010	Midwest Testing	7615	Engineering	1,231.30
10/4/2010	Midwest Testing	7683	Engineering	1,062.95
10/21/2010	Midwest Testing	7734	Engineering	2,314.24
				<u>4,608.49</u>

Ent	Name	Acct No	Invoice	Date	P.O. Num	Reference	Amount	Discount	Net
1740	Pace Creve Coeur As	1875	7615	9/22/2010		Olive Improvements	1,231.30	0.00	1,231.30
Payor: Pace-Creve Coeur Associates, LLC				Date	Check No.		Check Amount		
Payee: Midwest Testing LLC				10/4/2010	1175		1,231.30		

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Pace-Creve Coeur Associates, LLC  
 1/2 Pace Properties, Inc.  
 1401 S. Brentwood Blvd, Suite 900  
 St. Louis, MO 63144  
 (314)968-9898

First National Bank  
 St. Louis, MO 63106

80460  
 810

Date: 10/4/2010      Check No: 1175      Check Amount: 1,231.30

One Thousand Two Hundred Thirty One AND 30/100 DOLLARS

Pay to the order of:

VOID IF NOT CASHED WITHIN 180 DAYS WITHIN DATE OF ISSUE

Midwest Testing LLC  
 Attn: Accounting Dept  
 8606 Page Avenue  
 St. Louis, MO 63114

Copy



Geotechnical • Environmental • Materials

8606 Page Ave.  
St. Louis, MO 63114  
314-739-2727 \* fax 314-739-8589

September 22, 2010  
Project No: 12390  
Invoice No: 7615

Steve Heitz  
Pace Properties, Inc.  
1401 South Brentwood Blvd., Suite 900  
St. Louis, MO 63144

Project Manager Brent Whitwell

Project 12390 Olive Boulevard Improvements - Creve Coeur, MO

Phase: CO

Professional Services from September 1, 2010 to September 15, 2010

**Professional Personnel**

	Hours	Amount
Principal	1.35	175.50
Eng Assistnt	.50	29.00
Field Eng	1.00	54.00
Sr Tech	2.30	105.23
Tech I	6.00	297.87
Project Eng	2.75	302.50
Totals	13.90	964.10

**Total Labor**

964.10

**Unit Billing**

Nuclear Gauge #17	1.0 Day @ 22.00	22.00
Compressive strength-Concrete cylinder 9/15/10	4.0 Each @ 12.00	48.00
Proctor moisture-Density-Standard 9/15/10	1.0 Each @ 145.00	145.00
Vehicle 9/15/10	90.0 Miles @ 0.58	52.20

**Total Units**

267.20

267.20

**Billing Limits**

	Current	Prior	To-Date
Total Billings	1,231.30	0.00	1,231.30
Limit			7,523.00
Remaining			6,291.70

~~CONFIDENTIAL~~

	Current	Prior	Total
Billings to Date	1,231.30	0.00	1,231.30

NOTICE TO OWNER Failure of this contractor to pay those persons supplying a material or service to complete this contract can result in the filing of a mechanics lien on the property which is the subject of this contract pursuant to chapter 429.PSMo. To Avoid this result you may ask this contractor for "Lien Waivers" from all persons supplying material or services for the work described in this contract. Failure to secure Lien Waivers may result in your paying for labor and materials twice.

Ent	Name	Acct No	Invoice	Date	P.O. Num	Reference	Amount	Discount	Net
1740	Pace Creve Coeur As	1875	7683	10/4/2010		Olive imprmnts	1,062.95	0.00	1,062.95

Payor: Pace-Creve Coeur Associates, LLC  
 Payee: Midwest Testing LLC

Date: 10/21/2010  
 Check No.: 1187

Check Amount: 1,062.95

**BEFORE FACE OF THIS DOCUMENT HAS MICROPRINTING. DO NOT CASH IF MISSING. THE BACKGROUND WILL EXPOSE A HIDDEN VOID WHEN PHOTOCOPIED.**

Pace-Creve Coeur Associates, LLC  
 c/o Pace Properties, Inc.  
 1401 S. Brentwood Blvd., Suite 900  
 St. Louis, MO 63114  
 (314) 968-9898

First National Bank  
 St. Louis, MO 63165

80-160  
 3-10

Date: 10/28/2010  
 Check No.: 1187

Check Amount: \$1,062.95

One Thousand Sixty Two AND 95/100 DOLLARS

VOID IF NOT CASHED WITHIN 180 DAYS WITHIN DATE OF ISSUE

Midwest Testing LLC  
 Attn: Accounting Dept.  
 8806 Page Avenue  
 St. Louis, MO 63114

Copy



Geotechnical • Environmental • Materials

8606 Page Ave.  
 St. Louis, MO 63114  
 314-739-2727 \* fax 314-739-8589

October 4, 2010  
 Project No: 12390  
 Invoice No: 7683

Steve Heitz  
 Pace Properties, Inc.  
 1401 South Brentwood Blvd., Suite 900  
 St. Louis, MO 63144

Project Manager Brent Whitwell

Project 12390 Olive Boulevard Improvements - Creve Coeur, MO

Phase: CO

Professional Services from September 1, 2010 to September 30, 2010

**Professional Personnel**

	Hours	Amount	
Principal	.60	78.00	
Eng Assistnt	.60	34.80	
Sr Tech	2.00	91.50	
Tech I	11.50	559.83	
Project Eng	.50	55.00	
Totals	15.20	819.13	
<b>Total Labor</b>			<b>819.13</b>

**Unit Billing**

Nuclear Gauge #17	2.0 Days @ 22.00	44.00	
Compressive strength-Concrete cylinder 9/30/10	8.0 Each @ 12.00	96.00	
Vehicle 9/30/10	179.0 Miles @ 0.58	103.82	
<b>Total Units</b>		<b>243.82</b>	<b>243.82</b>

**Billing Limits**

	Current	Prior	To-Date
Total Billings	1,062.95	1,231.30	2,294.25
Limit			7,523.00
Remaining			5,228.75

**TOTAL THIS INVOICE**

**\$1,062.95**

**Outstanding Invoices**

Number	Date	Balance
7615	9/22/10	1,231.30
<b>Total</b>		<b>1,231.30</b>

**Total Now Due**

**\$2,294.25**

**Current**

**Prior**

**Total**

**NOTICE TO OWNER** Failure of this contractor to pay those persons supplying a material or service to complete this contract can result in the filing of a mechanics lien on the property which is the subject of this contract pursuant to chapter 429.PSMo. To Avoid this result you may ask this contractor for "Lien Waivers" from all persons supplying material or services for the work described in this contract. Failure to secure Lien Waivers may result in your paying for labor and materials twice.

Ent	Name	Acct No	Invoice	Date	P.O. Num	Reference	Amount	Discount	Net
1740	Pace Creve Coeur As	1875	7734	10/21/2010		Creve Coeur TDD	2,314.24	0.00	2,314.24
Payor: Pace-Creve Coeur Associates, LLC				Date	Check No.		Check Amount		
Payee: Midwest Testing LLC				11/4/2010	1199		2,314.24		

ON THE FACE OF THIS DOCUMENT HAS MICROPRINTING. DO NOT CASH IF MISSING. THE BACKGROUND WILL EXPOSE A HIDDEN VOID WHEN PHOTOCOPIED.

Pace-Creve Coeur Associates, LLC  
 c/o Pace Properties, Inc  
 1404 S. Brentwood Blvd, Suite 900  
 St. Louis, MO 63144  
 (314)968-9898

FIRST National Bank  
 St. Louis, MO 63105

80460  
 810

Date: 11/4/2010      Check No: 1199      Check Amount: \$2,314.24

Two Thousand Three Hundred Fourteen AND 24/100 DOLLARS

Pay to the order of

VOID IF NOT CASHED WITHIN 60 DAYS FROM DATE OF ISSUE

Midwest Testing, LLC  
 Attn: Accounting Dept  
 8606 Page Avenue  
 St. Louis, MO 63114

Copy



# Midwest Testing, LLC

Geotechnical • Environmental • Materials

**DATE RECEIVED OCT 25 2010**

October 21, 2010  
Project No: 12390  
Invoice No: 7734

8606 Page Ave.  
St. Louis, MO 63114  
314-739-2727 \* fax 314-739-8589

CH. # \_\_\_\_\_  
CODE 1740-1875  
APPROVED SH

*Pace-Comm Loan - TDO - materials Testing*



Steve Heitz  
Pace Properties, Inc.  
1401 South Brentwood Blvd., Suite 900  
St. Louis, MO 63144

Project Manager Brent Whitwell

Project 12390 Olive Boulevard Improvements - Creve Coeur, MO

Phase: CO

**Professional Services from October 1, 2010 to October 15, 2010**

**Professional Personnel**

	Hours	Amount	
Principal	.50	65.00	
Eng Assistnt	.50	29.00	
Field Eng	1.00	72.90	
Sr Tech	1.50	76.63	
Tech I	24.50	1,086.89	
Project Eng	3.75	412.50	
<b>Totals</b>	<b>31.75</b>	<b>1,742.92</b>	
<b>Total Labor</b>			<b>1,742.92</b>

**Unit Billing**

Nuclear Gauge #17	3.0 Days @ 22.00	66.00	
Nuclear Gauge #19	1.0 Day @ 22.00	22.00	
Compressive strength-Concrete cylinder	28.0 Each @ 12.00	336.00	
Vehicle	254.0 Miles @ 0.58	147.32	
<b>Total Units</b>		<b>571.32</b>	<b>571.32</b>

**Billing Limits**

	Current	Prior	To-Date
Total Billings	2,314.24	2,294.25	4,608.49
Limit			7,523.00
Remaining			2,914.51

**TOTAL THIS INVOICE**

**\$2,314.24**

**Outstanding Invoices**

Number	Date	Balance
7683	10/4/10	1,062.95
<b>Total</b>		<b>1,062.95</b>

**Total Now Due**

**\$3,377.19**

NOTICE TO OWNER Failure of this contractor to pay those persons supplying a material or service to complete this contract can result in the filing of a mechanics lien on the property which is the subject of this contract pursuant to chapter 429.PSMo. To Avoid this result you may ask this contractor for "Lien Waivers" from all persons supplying material or services for the work described in this contract. Failure to secure Lien Waivers may result in your paying for labor and materials twice.

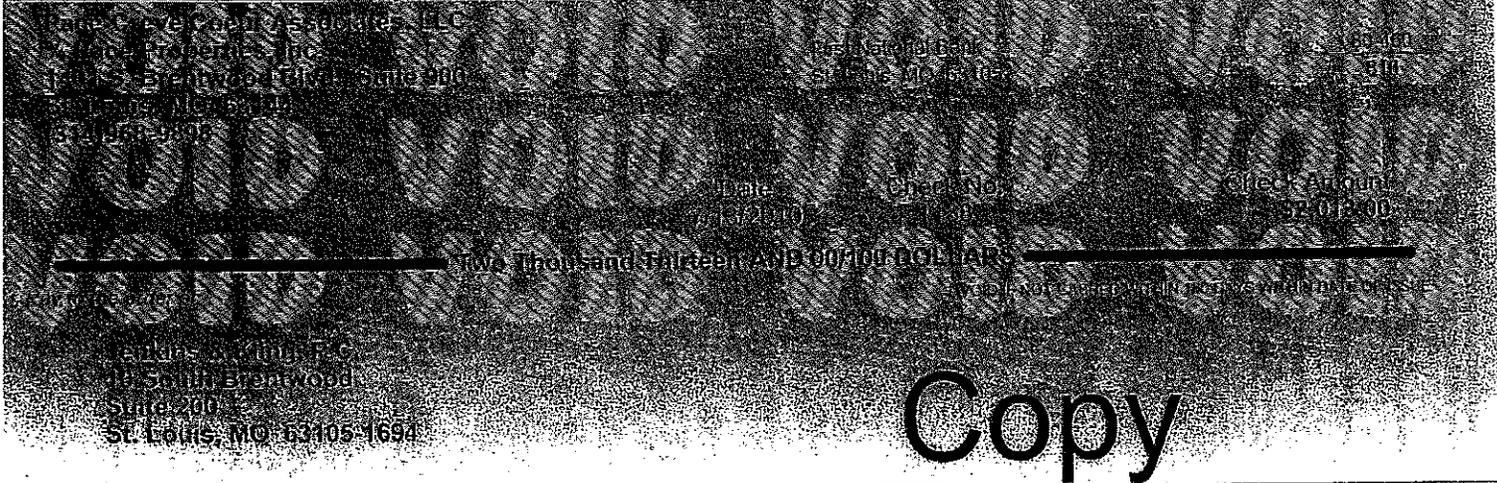
Pace-Creve Coeur Associates LLC  
Olive-Graeser TDD  
TDD Expenditure  
Note Request #2

<u>Invoice Date</u>	<u>Vendor</u>	<u>Reference</u>	<u>Budget Category</u>	<u>Amt</u>
6/22/2010	Jenkins & Kling	48896	Legal	1,716.00
7/25/2010	Jenkins & Kling	49218	Legal	1,897.50
8/20/2010	Jenkins & Kling	49461	Legal	264.00
				<u>3,877.50</u>

Ent	Name	Acct No	Invoice	Date	P.O. Num	Reference	Amount	Discount	Net
1740	Pace Creve Coeur As	1875	48896	7/13/2010		board mtg/permit/TDD	2,013.00	0.00	2,013.00

Payor: Pace-Creve Coeur Associates, LLC      Date: 7/13/2010      Check No.: 1138      Check Amount: 2,013.00  
 Payee: Jenkins & Kling, P.C.

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N

Mt

**JENKINS & KLING, P.C.**

10 South Brentwood  
Suite 200  
St. Louis, MO 63105-1694

Ph:314-721-2525

Fax:314-721-5525

43-1626878

Olive-Graeser TDD  
c/o Pace Properties  
1401 S. Brentwood, Suite 900  
St. Louis, Missouri 63144

June 22, 2010

Attention: Steven F. Heitz

File # 2617-001  
Inv #: 48896

RE: Corporate

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
May-04-10 A	Telephone conference with S. Heitz re: drafting of trust indenture; whether any business to be conducted at May board meeting. Correspondence with board re: will cancel meeting unless board members raise issues for the agenda.	0.30	\$49.50	NNM
May-05-10 A	Review correspondence from board members re: May board meeting, updates on construction schedule and budget.	0.20	\$33.00	NNM
May-06-10 A	Correspondence with board members re: cancellation of May board meeting; respond to inquiry from M. Perkins re: TDD review and approval of legal bills.	0.30	\$49.50	NNM
F	Correspondence with S. Heitz re: Gershman property legal description.	0.20	\$33.00	NNM
May-10-10 A	Review correspondence from M. Perkins re: board review of legal bills and update on construction permit status.	0.20	\$33.00	NNM
May-11-10 A	Telephone conference with S. Heitz re: original TDD budget attached to petition to form the TDD; forward same to S. Heitz.	0.20	\$33.00	NNM

Invoice #:

48896

Correspondence with bond counsel re: TDD  
fiscal year and bylaws.

May-12-10 A	Telephone conference with S. Heitz re: asbestos abatement and contacting residents.	0.20	\$33.00	NNM
F	Continue working on Gershman property legal description problem. Correspondence with J. Gershman re: correct legal descriptions to use in motion to add Gershman property to the TDD.	0.70	\$115.50	NNM
May-19-10 F	Follow up with I. Ness and J. Gershman re: addition of Gershman trust property to TDD.	0.20	\$33.00	NNM
F	Review draft trust indenture and note resolution prepared by bond counsel.	2.00	\$330.00	NNM
May-20-10 F	Continue reviewing and revising trust indenture.	2.00	\$330.00	NNM
May-24-10 A	Review correspondence with Department of Revenue re: upcoming expiration of request for sales tax reports.	0.20	\$33.00	NNM
May-25-10 F	Exchange emails with I. Ness re: filing pleadings to add Gershman trust property to TDD.	0.20	\$33.00	NNM
May-27-10 F	Continue reviewing and revising trust indenture. Review and revise resolution approving notes and indenture.	4.20	\$693.00	NNM
May-28-10 F	Continue revising trust indenture and note resolution; correspondence with bond counsel re: same.	0.70	\$115.50	NNM
A	Prepare agenda for June board meeting; correspondence with S. Heitz re: same.	0.20	\$33.00	NNM
F	Exchange emails with C. Lumley re: status of Stern and Gershman trust signatures on 2nd Amendment to District Development Agreement.	0.20	\$33.00	NNM
Totals		12.20	\$2,013.00	

Invoice #:

48896

**Total Fees & Disbursements**

\$2,013.00

Previous Balance

\$4,223.06

Previous Payments

\$0.00

**Balance Due Now**

\$6,236.06

Formation

Ⓞ1,714

Administrative

297

Ⓞ2,013

Ent	Name	Acct No	Invoice	Date	P.O. Num	Reference	Amount	Discount	Net
1740	Pace Creve Coeur As	1875	49218	7/25/2010		Olive-Graeser TDD	3,494.00	0.00	3,494.00

Payor: Pace-Creve Coeur Associates, LLC  
 Payee: Jenkins & Kling, P.C.  
 Date: 8/18/2010  
 Check No.: 1157  
 Check Amount: 3,494.00

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Pace-Creve Coeur Associates, LLC  
 10 South Brentwood Blvd, Suite 200  
 St. Louis, MO 63105-1694

First National Bank  
 St. Louis, MO 63105

Date: 8/18/2010  
 Check No.: 1157  
 Check Amount: 3,494.00

Three Thousand Four Hundred Ninety Four AND 00/100 DOLLARS

Jenkins & Kling, P.C.  
 10 South Brentwood Blvd, Suite 200  
 St. Louis, MO 63105-1694

Copy

**JENKINS & KLING, P.C.**

10 South Brentwood  
Suite 200  
St. Louis, MO 63105-1694

Ph:314-721-2525

Fax:314-721-5525

43-1626878

Olive-Graeser TDD  
c/o Pace Properties  
1401 S. Brentwood, Suite 900  
St. Louis, Missouri 63144

July 25, 2010

Attention: Steven F. Heitz

File # 2617-001  
Inv #: 49218

RE: Corporate

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
Jun-01-10 A	Telephone conference with S. Heitz re: June board meeting and approval of indenture and budget; revise agenda.	0.40	\$66.00	NNM
F	Exchange emails with I. Ness and S. Alton re: filing pleadings to add Gershman trust property to TDD; signatures on Second Amendment to District Development Agreement.	0.30	\$49.50	NNM
Jun-02-10 F	Exchange emails with L. Bockman and S. Heitz re: revisions to trust indenture and note resolution.	0.20	\$33.00	NNM
Jun-03-10 F	Conference call with bond counsel, executive director, and treasurer re: trust indenture and notes. Telephone conferences with L. Bockman re: City pledged funds, opinion of developer counsel, and opinion of counsel to the City.	1.40	\$231.00	NNM
Jun-04-10 F	Review correspondence re: trust indenture and issues with City pledged funds. Prepare notice of June board meeting and submit to City for posting. Correspondence with board re: meeting packets.	0.80	\$132.00	NNM
Jun-07-10 F	Review redline of trust indenture prepared by bond counsel; correspondence with bond	1.50	\$247.50	NNM

Invoice #:

49218

counsel re: final revisions; review multiple emails of City and Pace re: same.

	A	Review sales tax collections for April 2010; correspondence with D. Chomicki and S. Heitz re: same.	0.30	\$49.50	NNM
Jun-08-10	A	Telephone conference with S. Heitz re: postponement of June meeting; exchange emails with board re: same.	0.70	\$115.50	NNM
	A	Review sales tax report from Missouri Department of Revenue.	0.20	\$33.00	NNM
Jun-09-10	A	Correspondence with board re: meeting rescheduled to June 24.	0.20	\$33.00	NNM
Jun-10-10	A	Correspondence with S. Heitz, D. Chomicki, and D. Smith re: sales tax report for April 2010.	0.40	\$66.00	NNM
	F	Continue reviewing C. Lumley comments to trust indenture.	0.30	\$49.50	NNM
Jun-11-10	F	Telephone conferences with S. Heitz re: indenture, sales tax collections, and June 24 board meeting. Correspondence with officers and bond counsel re: revisions to trust indenture and sales tax collections.	0.40	\$66.00	NNM
	F	Correspondence with I. Ness re: status of addition of Gershman trust property to TDD.	0.20	\$33.00	NNM
	F	Review revisions to trust indenture; correspondence with bond counsel re: same.	0.70	\$115.50	NNM
Jun-14-10	F	Review correspondence from bond counsel re: indenture; review C. Lumley comments to latest version of indenture.	0.30	\$49.50	NNM
Jun-16-10	A	Review correspondence from MoDOT approving plans. Telephone conference with S. Heitz and correspondence with M. Perkins re: board review of Pace legal bills. Update agenda for 06-24-10 board meeting.	0.50	\$82.50	NNM

Invoice #:

49218

	A	Review TDD legal bills to determine how much should be allocated to TDD administrative costs pursuant to District Development Agreement.	0.60	\$99.00	NNM
Jun-17-10	A	Continue categorizing TDD legal expenses as formation or administrative.	1.60	\$264.00	NNM
	A	Follow up with G. Smith re: First National Bank consent to second amendment to district development agreement.	0.20	\$33.00	NNM
	A	Revise and finalize meeting agenda and notice for June 24 board meeting. Correspondence with board re: items for discussion and approval at meeting. Forward meeting notice to City for posting.	0.90	\$148.50	NNM
Jun-18-10	F	Telephone call to S. Alton requesting status update on adding Gershman trust property to TDD.	0.20	\$33.00	NNM
Jun-21-10	F	Review comments to trust indenture; review district development agreement re: interest rates on TDD notes; exchange emails with city attorney, Pace, and bond counsel re: same.	0.40	\$66.00	NNM
Jun-22-10	F	Review request from Advisory Director Klearman for comments to trust indenture; forward same to M. Klearman. Correspondence with L. Bockman re: when next version of indenture will be circulated.	0.40	\$66.00	NNM
Jun-23-10	F	Correspondence with Gershman attorneys requesting status update on addition of Gershman trust property to the TDD.	0.20	\$33.00	NNM
	F	Review and respond to questions from Advisory Director Klearman re: note resolution, interest accrual, and construction deadlines.	0.50	\$82.50	NNM
	F	Telephone conference with L. Bockman re: C. Lumley request for City not to submit letter of representations upon purchasing a note. Review redline of indenture. Correspondence with board re: redlines of trust indenture and note resolution and board meeting tomorrow.	1.20	\$198.00	NNM

Invoice #:

49218

Jun-24-10	F Review multiple emails from city attorney and board members re: indenture and today's board meeting; telephone conferences with L. Bockman and S. Heitz re: indenture issues and quorum for meeting. Prepare for board meeting. Review final redline of indenture; forward same to board members.	1.40	\$231.00	NNM
	A Attend TDD board meeting.	1.30	\$214.50	NNM
	A Draft minutes of TDD board meeting.	0.50	\$82.50	NNM
Jun-25-10	A Continue drafting and revising board meeting minutes; correspondence with board re: same. Update TDD records with documents from June 24 board meeting.	1.20	\$198.00	NNM
	F Exchange emails with L. Bockman re: additional changes to indenture requested by Advisory Director Smith.	0.30	\$49.50	NNM
Jun-28-10	A Review correspondence from Department of Revenue re: new application must be submitted for sales tax reports beyond July 2010; note same for next board meeting agenda.	0.20	\$33.00	NNM
	F Review revisions to indenture; correspondence with board re: same.	0.60	\$99.00	NNM
Jun-30-10	F Correspondence with Armstrong Teasdale re: finalizing trust indenture.	0.20	\$33.00	NNM
	Totals	20.70	\$3,415.50	

**DISBURSEMENTS**

A Photocopy Expense

Totals

**Disbursements**

78.50

\$78.50

**Receipts**

\$0.00

Invoice #:

49218

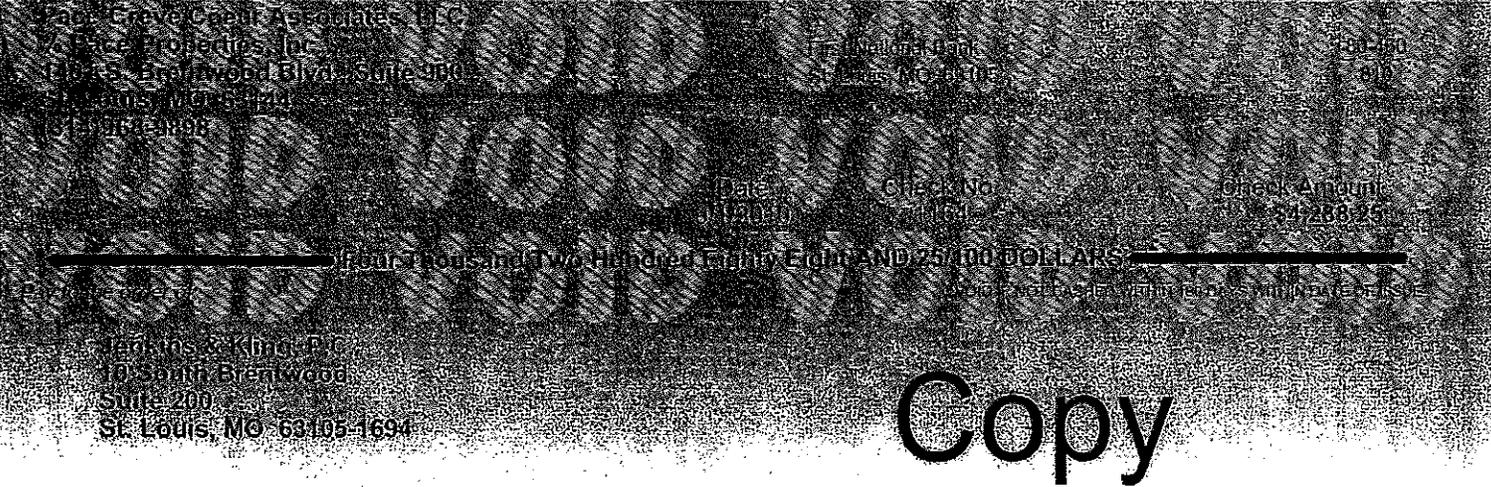
<b>Total Fees &amp; Disbursements</b>	<u>\$3,494.00</u>
Previous Balance	\$6,236.06
Previous Payments	\$6,236.06
<b>Balance Due Now</b>	<u>\$3,494.00</u>

Formation \$1,897.50  
Administrative 1,596.50  
\$3,494.00

Ent.	Name	Acct No	Invoice	Date	P.O. Num	Reference	Amount	Discount	Net
1740	Pace Creve Coeur As	1875	49461	8/20/2010		Olive-Graeser TDD	4,288.25	0.00	4,288.25

Payor: Pace-Creve Coeur Associates, LLC      Date: 9/1/2010      Check No.: 1164      Check Amount: 4,288.25  
 Payee: Jenkins & Kling, P.C.

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NOTE: OVERPAYMENT APPLIED TO SUBSEQUENT INVOICES

**JENKINS & KLING, P.C.**

10 South Brentwood  
Suite 200  
St. Louis, MO 63105-1694

Ph:314-721-2525

Fax:314-721-5525

43-1626878

Olive-Graeser TDD  
c/o Pace Properties  
1401 S. Brentwood, Suite 900  
St. Louis, Missouri 63144

August 20, 2010

Attention: Steven F. Heitz

File # 2617-001  
Inv #: 49461

RE: Corporate

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
Jul-01-10 A	Correspondence with G. Smith re: consent of First National Bank to second amendment to district development agreement. Telephone conference with S. Heitz re: whether board meeting on July 8 is needed. Correspondence with board re: cancellation of July 8 board meeting.	0.40	\$66.00	NNM
Jul-08-10 A	Telephone conference with L. Bockman re: when TDD expects to issue notes to developer. Telephone conference with S. Heitz re: obtaining First National Bank consent to 2nd amendment to TDD agreement.	0.30	\$49.50	NNM
F	Telephone conference with J. Gershman re: requesting letter reports for both Gershman trust parcels to confirm ownership of same before filing pleadings to add property to TDD; telephone call to S. Heitz re: same.	0.20	\$33.00	NNM
Jul-09-10 F	Correspondence with S. Heitz re: signatures on trust indenture and resolution approving same.	0.20	\$33.00	NNM
Jul-12-10 F	Exchange emails with Armstrong Teasdale re: status of execution of trust indenture; sign and seal indenture and forward to Armstrong Teasdale.	0.60	\$99.00	NNM

Invoice #:

49461

	A	Draft and revise quarterly report of TDD Board; correspondence with S. Heitz re: same.	0.70	\$115.50	NNM
Jul-13-10	A	Review developer's quarterly report. Submit developer and TDD board quarterly reports to City.	0.20	\$33.00	NNM
Jul-14-10	F	Telephone conference with S. Heitz re: status of letter reports on Gershman parcels.	0.30	\$49.50	NNM
Jul-26-10	F	Correspondence with J. Gershman re: letter report received from U.S. Title, request for Gershman trust to file pleadings to add property to the TDD.	0.30	\$49.50	NNM
	A	Review sales tax report from Missouri Department of Revenue for June 2010 collections; correspondence with S. Heitz, D. Chomicki, and D. Smith re: same. Confirm current businesses located on Hutkin property; calculate amounts collected from Hutkin businesses; correspondence with trustee re: segregation of Hutkin receipts.	1.20	\$198.00	NNM
Jul-28-10	A	Correspondence with G. Smith re: following up on status of First National Bank consent to second amendment to district development agreement and forwarding signed copy of trust indenture per requirements of TDD Consent & Agreement.	0.20	\$33.00	NNM
		Totals	4.60	\$759.00	

**DISBURSEMENTS**

		Disbursements	Receipts
Jul-13-10	A Photocopy Expense	0.25	
	A Missouri Department of Revenue - Monthly Sales Tax Report, June 2010	35.00	
	Totals	\$35.25	\$0.00

Invoice #:

49461

**Total Fees & Disbursements**

\$794.25

Previous Balance

\$3,494.00

Previous Payments

\$0.00

**Balance Due Now**

\$4,288.25

Formation

\$264.00

Administration

530.25

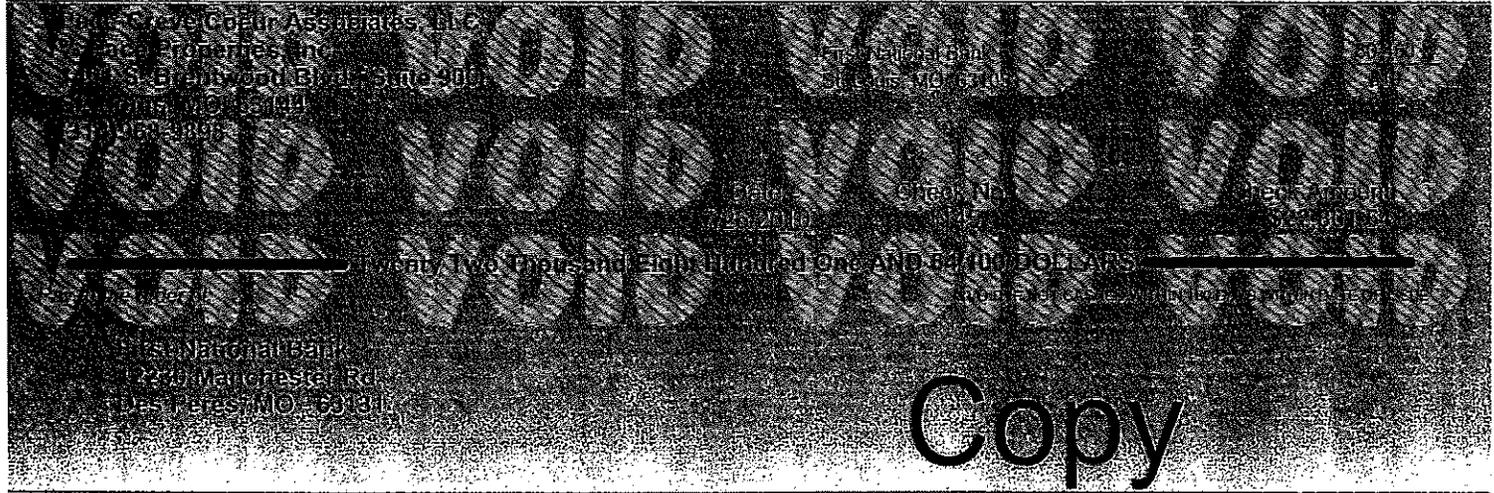
\$794.25

Face-Creve Coeur Associates LLC  
Olive-Graeser TDD  
TDD Expenditure  
Note Request #2

<u>GL Date</u>	<u>Vendor</u>	<u>Reference</u>	<u>Budget Category</u>	<u>Amt</u>
7/19/2010	First National Bank	July Interest	Construction Interest	626.48
8/19/2010	First National Bank	Aug Interest	Construction Interest	718.74
9/17/2010	First National Bank	Sept Interest	Construction Interest	695.56
10/19/2010	First National Bank	Oct Interest	Construction Interest	1,028.56
				<u>3,069.34</u>

Ent	Name	Acct No	Invoice	Date	P.O. Num	Reference	Amount	Discount	Net
1740	Pace Creve Coeur As	1875	7/1-7/31/10	7/22/2010		interest expense	22,175.16	0.00	22,175.16
1740	Pace Creve Coeur As	1875	7/1-7/31/10	7/22/2010		interest expense	626.48	0.00	626.48
Payor: Pace-Creve Coeur Associates, LLC		Date		Check No.		Check Amount			
Payee: First National Bank		7/26/2010		1145		22,801.64			

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PO BOX 777  
JEFFERSON CITY, MO 65102-0777  
314-862-8300

000908

Return Service Requested



**PACE CREVE COEUR ASSOCIATES LLC**  
1401 S BRENTWOOD BLVD STE 900  
SAINT LOUIS MO 63144-1409

**COMMERCIAL LOAN**

Account: 02469755324  
Billing Date: 07/19/10

Due Date: 08/01/10  
Officer: 20252

**COMING DUE**

Principal Due: 0.00  
Interest Due: 626.48  
Fee: 0.00  
Late Fee: 0.00  
Tax Escrow: 0.00  
Ins Escrow: 0.00  
Unalloc Funds: 0.00  
**Total Due: \$626.48**

Trans Date	Trans	Trans Amount	Principal	Interest	Fees	Escrow	Principal Balance
	BAL						102,206.08
07/06/10	PAMT	511.04		511.04			102,206.08
07/16/10	ADV	36,906.00	36,906.00				139,112.08

*7/22/10*  
*1740-1875*

ADV=Advance      BAL=Balance      PAMT=Payment

Any communication concerning a disputed debt with this bank, including a payment tendered as full satisfaction of that debt, must be mailed to the address shown, Attn: Billing Department.

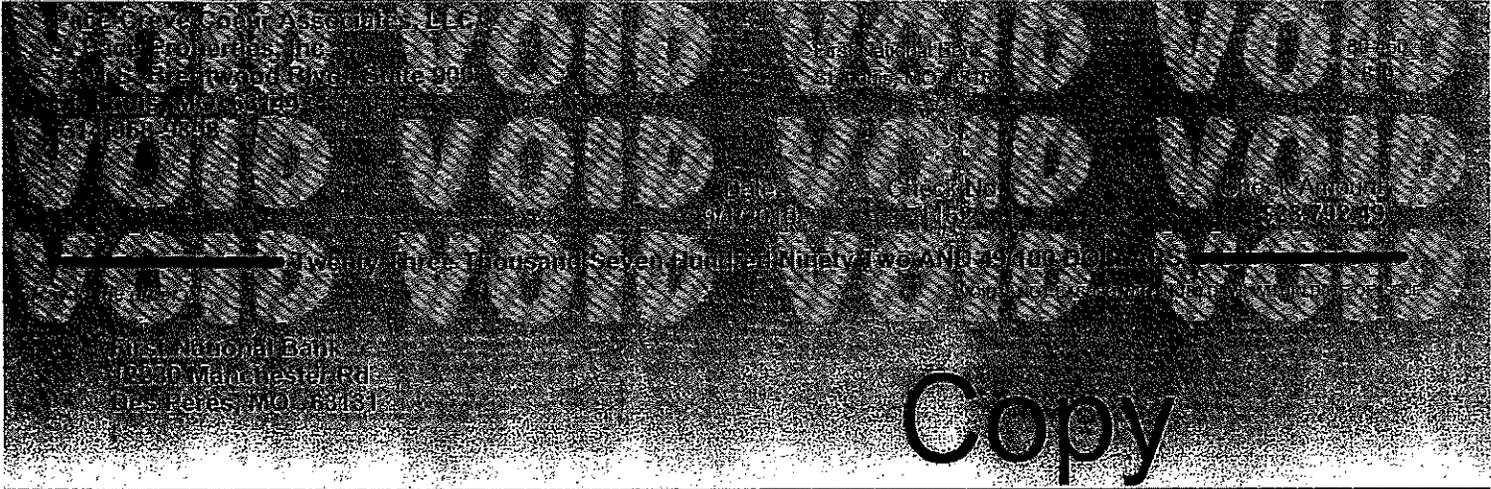
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VI-009

Ent	Name	Acct No	Invoice	Date	P.O. Num	Reference	Amount	Discount	Net
1740	Pace Creve Coeur As	1875	8/1*8/31/10	8/26/2010		interest expense	718.74	0.00	718.74
1740	Pace Creve Coeur As	1875	8/1-8/31/10	8/26/2010		interest expense	23,073.75	0.00	23,073.75

Payor: Pace-Creve Coeur Associates, LLC      Date: 9/1/2010      Check No.: 1162      Check Amount: 23,792.49  
 Payee: First National Bank

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PO BOX 777  
JEFFERSON CITY, MO 65102-0777  
314-862-8300

000917

Return Service Requested



PACE CREVE COEUR ASSOCIATES LLC  
1401 S BRENTWOOD BLVD STE 900  
SAINT LOUIS MO 63144-1409

**COMMERCIAL LOAN**

Account: 02469755324  
Billing Date: 08/19/10  
Due Date: 09/01/10  
Officer: 20252

**COMING DUE**

Principal Due: 0.00  
Interest Due: 718.74  
Fee: 0.00  
Late Fee: 0.00  
Tax Escrow: 0.00  
Ins Escrow: 0.00  
Unalloc Funds: 0.00  
**Total Due: \$718.74**

Trans Date	Trans	Trans Amount	Principal	Interest	Fees	Escrow	Principal Balance
	BAL						139,112.08
07/29/10	PAMT	626.48		626.48			139,112.08

BAL=Balance PAMT=Payment

Any communication concerning a disputed debt with this bank, including a payment tendered as full satisfaction of that debt, must be mailed to the address shown, Attn: Billing Department.

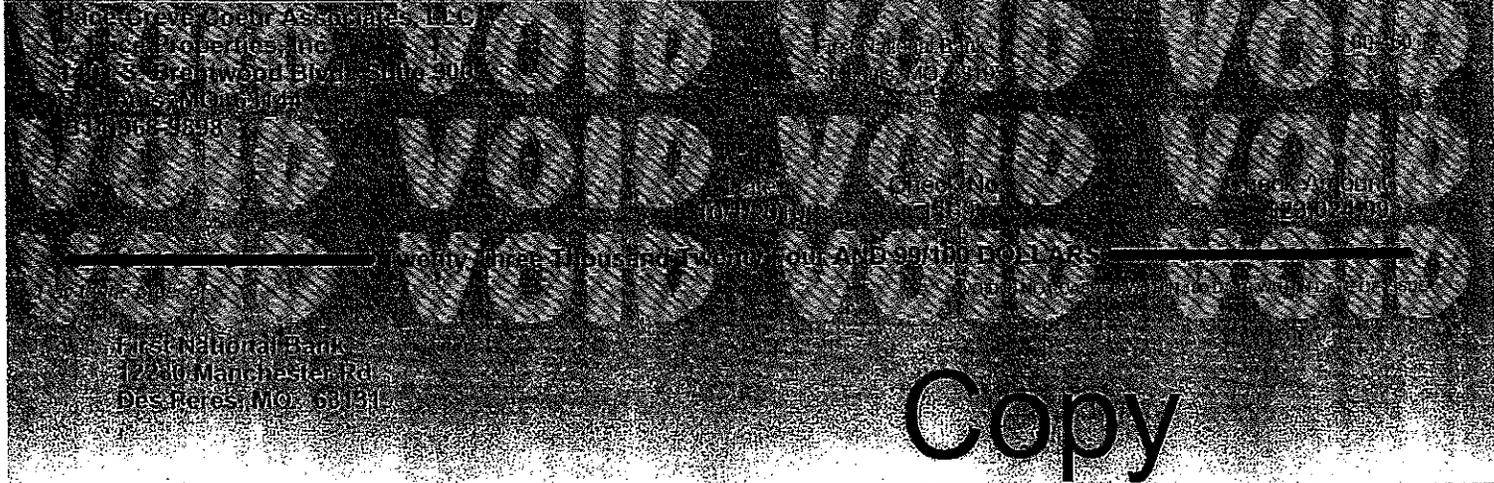
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VI-009

Ent	Name	Acct No	Invoice	Date	P.O. Num	Reference	Amount	Discount	Net
1740	Pace Creve Coeur As	1875	9/1*9/30/10	9/29/2010		interest expense	695.56	0.00	695.56
1740	Pace Creve Coeur As	1875	9/1-9/30/10	9/29/2010		interest expense	22,329.43	0.00	22,329.43

Payor: Pace-Creve Coeur Associates, LLC      Date: 10/1/2010      Check No.: 1169      Check Amount: 23,024.99  
 Payee: First National Bank

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PO BOX 777  
JEFFERSON CITY, MO 65102-0777  
314-862-8300

002519

Return Service Requested



**PACE CREVE COEUR ASSOCIATES LLC**  
1401 S BRENTWOOD BLVD STE 900  
SAINT LOUIS MO 63144-1409

**COMMERCIAL LOAN**

Account: 02469755324

Billing Date: 09/17/10

Due Date: 10/01/10

Officer: 20252

**COMING DUE**

Principal Due: 0.00

Interest Due: 695.56

Fee: 0.00

Late Fee: 0.00

Tax Escrow: 0.00

Ins Escrow: 0.00

Unalloc Funds: 0.00

**Total Due: \$695.56**

Trans Date	Trans	Trans Amount	Principal	Interest	Fees	Escrow	Principal Balance
	BAL						139,112.08
09/07/10	PAMT	718.74		718.74			139,112.08

BAL=Balance

PAMT=Payment

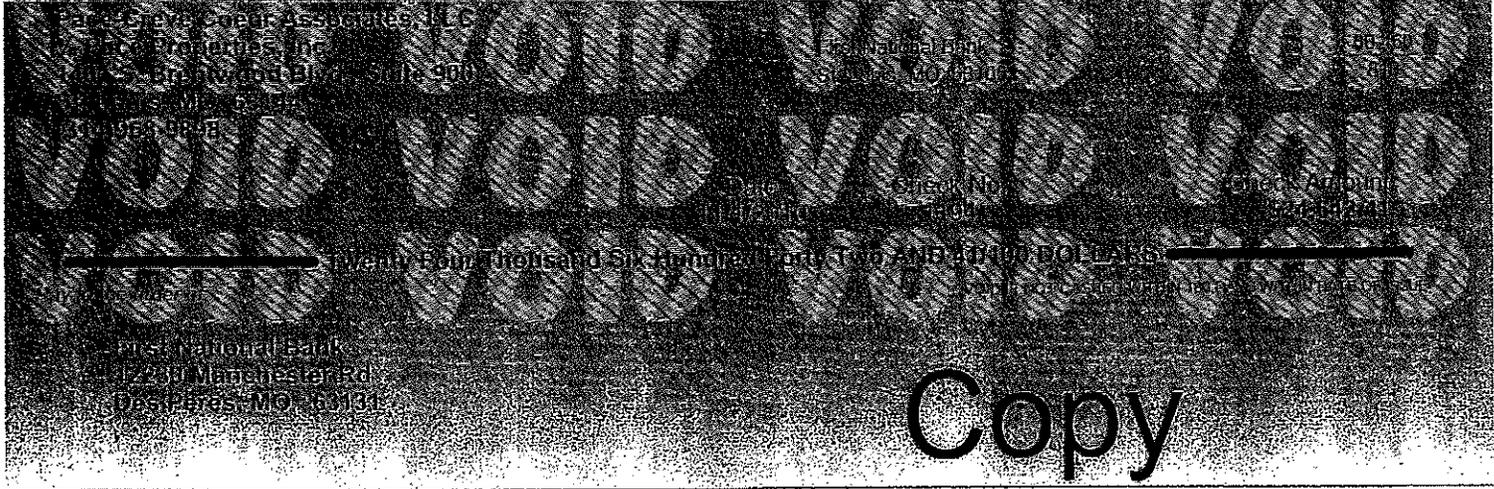
Any communication concerning a disputed debt with this bank, including a payment tendered as full satisfaction of that debt, must be mailed to the address shown, Attn: Billing Department.

✂

VI-009

Ent	Name	Acct No.	Invoice	Date	P.O. Num	Reference	Amount	Discount	Net
1740	Pace Creve Coeur As	1875	Oct interest	10/25/2010		a/c#02469755323	23,613.85	0.00	23,613.85
1740	Pace Creve Coeur As	1875	Oct interest	10/25/2010		a/c#02469755324	1,028.56	0.00	1,028.56
Payor: Pace-Creve Coeur Associates, LLC				Date	Check No.		Check Amount		
Payee: First National Bank				11/1/2010	1194		24,642.41		

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Pace-Creve Coeur Associates LLC  
Olive-Graeser TDD  
TDD Expenditure  
Note Request #2

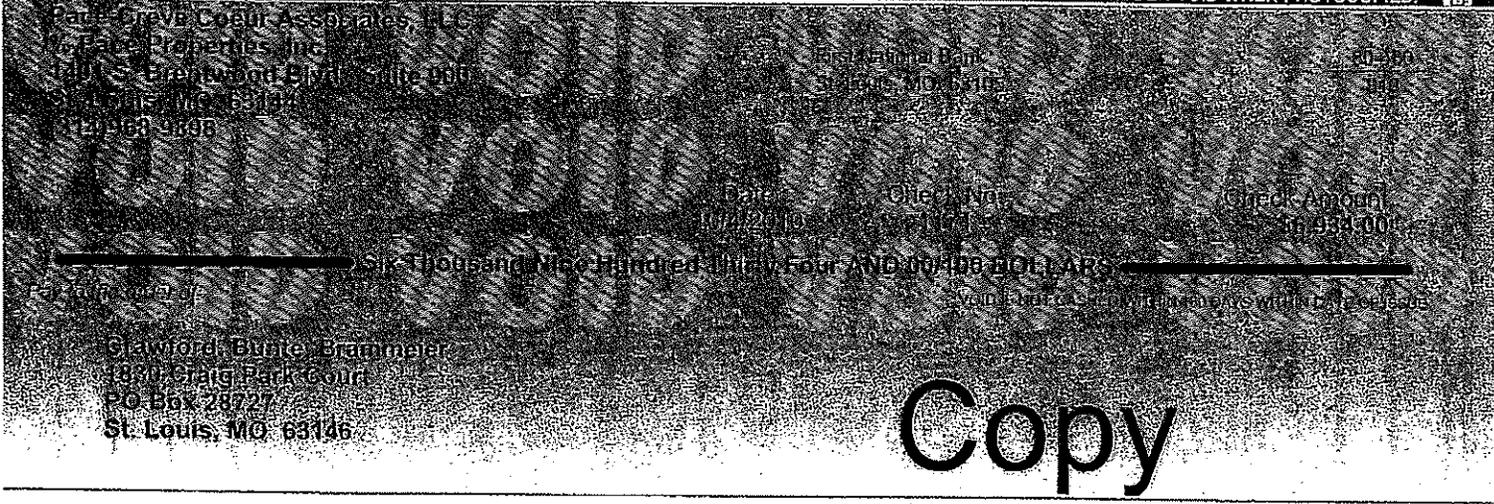
<u>Invoice Date</u>	<u>Vendor</u>	<u>Reference</u>
9/15/2010	Crawford, Bunte, Brammeier	1
10/20/2010	Crawford, Bunte, Brammeier	2

<u>Budget</u>	<u>Amt</u>
Const. Inspections	6,934.00
Const. Inspections	<u>13,832.00</u>
	<u>20,766.00</u>

Ent	Name	Acct No	Invoice	Date	P.O. Num	Reference	Amount	Discount	Net
1740	Pace Creve Coeur As	1875	*1	9/15/2010		Olive & Dautel sign	6,934.00	0.00	6,934.00

Payor: Pace-Creve Coeur Associates, LLC  
 Payee: Crawford, Bunte, Brummeler  
 Date: 10/4/2010  
 Check No.: 1171  
 Check Amount: 6,934.00

AS THE FACE OF THIS DOCUMENT HAS MICROPRINTING. DO NOT CASH IF MISSING. THE BACKGROUND WILL EXPOSE A HIDDEN VOID WHEN PHOTOCOPIED.



# CBB

Crawford, Bunte, Brammeier  
Traffic and Transportation Engineers

Since 1973

Mr. Steve Heitz  
Pace Properties  
1401 South Brentwood Boulevard  
Suite 900  
St. Louis, Missouri 63144

DATE: September 15, 2010

INVOICE NO.: #1

CBB JOB NO.: 131-2009-5

## INVOICE

Olive Boulevard (Missouri Rute 340) at Dautel Lane in Creve Coeur, Missouri  
Roadway & Traffic Signal Construction Review Services  
Contract Letter dated July 28, 2010

Previously Billed: \$0.00

Month of August 2010

### Salaries

Sr. Eng. Tech II	8 Hours @	\$75.00 per Hour =	\$600.00
Sr. Eng. Tech I	15 Hours @	\$60.00 per Hour =	\$900.00

### Saturday & Nighttime Inspection

Sr. Eng. Tech I	75 Hours @	\$70.00 per Hour =	\$5,250.00
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### Expenses

Transportation	\$184.00		
Meals	\$0.00		\$184.00

Amount of This Invoice

\$6,934.00

DATE RECEIVED SEP 20 2010

CH. #

CODE

APPROVED

1742-1875

SK

1830 Craig Park Court - Suite 209  
St. Louis, MO 63146  
(T) 314-878-6644 (F) 314-878-5876

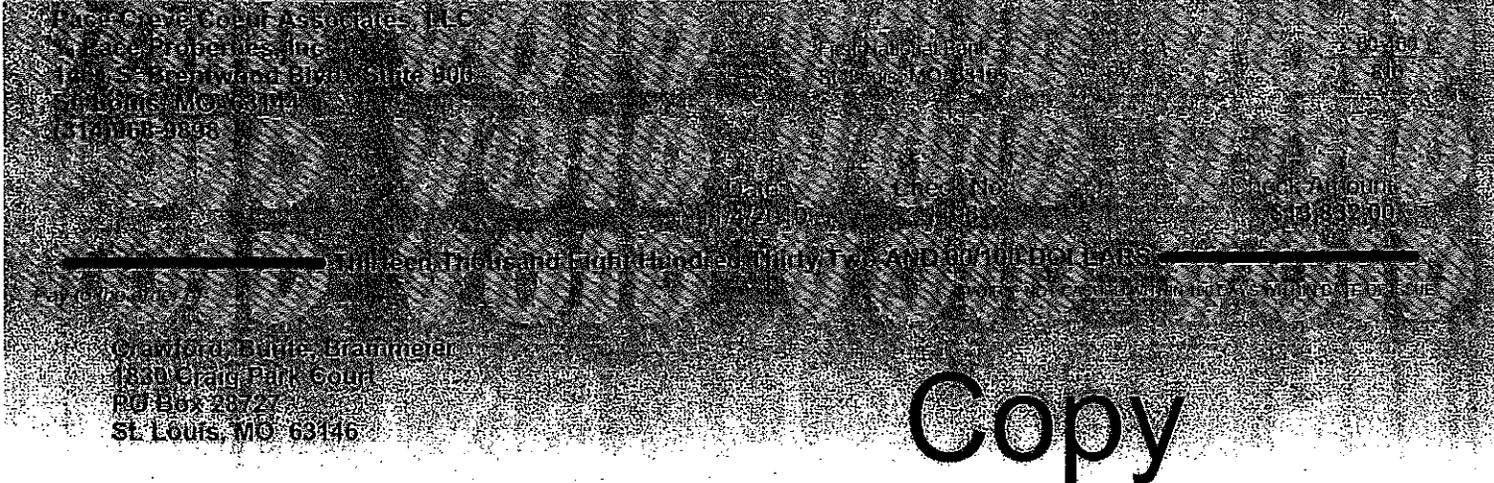
www.cbbtraffic.com

450 Cottonwood Road - Suite B  
Glen Carbon, IL 62034  
(T) 618-656-2612 (F) 618-659-0650

Ent	Name	Acct No	Invoice	Date	P.O. Num	Reference	Amount	Discount	Net
1740	Pace Creve Coeur As	1875	13120095-2	10/20/2010		construction inspctn	13,832.00	0.00	13,832.00

Payor: Pace-Creve Coeur Associates, LLC      Date: 11/4/2010      Check No.: 1198      Check Amount: 13,832.00  
 Payee: Crawford, Bunte, Brammeier

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# CBB

Crawford, Bunte, Brammeier  
Traffic and Transportation Engineers

Since 1973

Mr. Steve Heitz  
Pace Properties  
1401 South Brentwood Boulevard  
Suite 900  
St. Louis, Missouri 63144

DATE: October 20, 2010  
INVOICE NO.: #2  
CBB JOB NO.: 131-2009-5

## INVOICE

Olive Boulevard (Missouri Rute 340) at Dautel Lane in Creve Coeur, Missouri  
Roadway & Traffic Signal Construction Review Services  
Contract Letter dated July 28, 2010

Previously Billed: \$6,934.00

Month of September 2010

### Salaries

Sr. Eng. Tech II	15 Hours @	\$75.00 per Hour =	\$1,125.00
Sr. Eng. Tech I	116 Hours @	\$60.00 per Hour =	\$6,960.00

### Saturday & Nighttime Inspection

Sr. Eng. Tech I	79 Hours @	\$70.00 per Hour =	\$5,530.00
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### Expenses

Transportation	\$217.00
Meals	\$0.00

\$217.00

Amount of This Invoice

\$13,832.00

DATE RECEIVED OCT 26 2010

CN. #

CODE

APPROVED *Sh*

*1740-1875*  
*Pace-Crawford - TPA - Construction*  
*Inspection*

1830 Craig Park Court - Suite 209  
St. Louis, MO 63146  
(T) 314-878-6644 (F) 314-878-5876

www.cbbtraffic.com

450 Cottonwood Road - Suite B  
Glen Carbon, IL 62034  
(T) 618-656-2612 (F) 618-659-0650

Pace-Creve Coeur Associates LLC  
Olive-Graeser TDD  
TDD Expenditure  
Note Request #2

<u>Invoice Date</u>	<u>Vendor</u>	<u>Reference</u>	<u>Budget Category</u>	<u>Amt</u>
9/24/2010	Shanfield Construction	949	Const. Inspections	240.00
				<u>240.00</u>

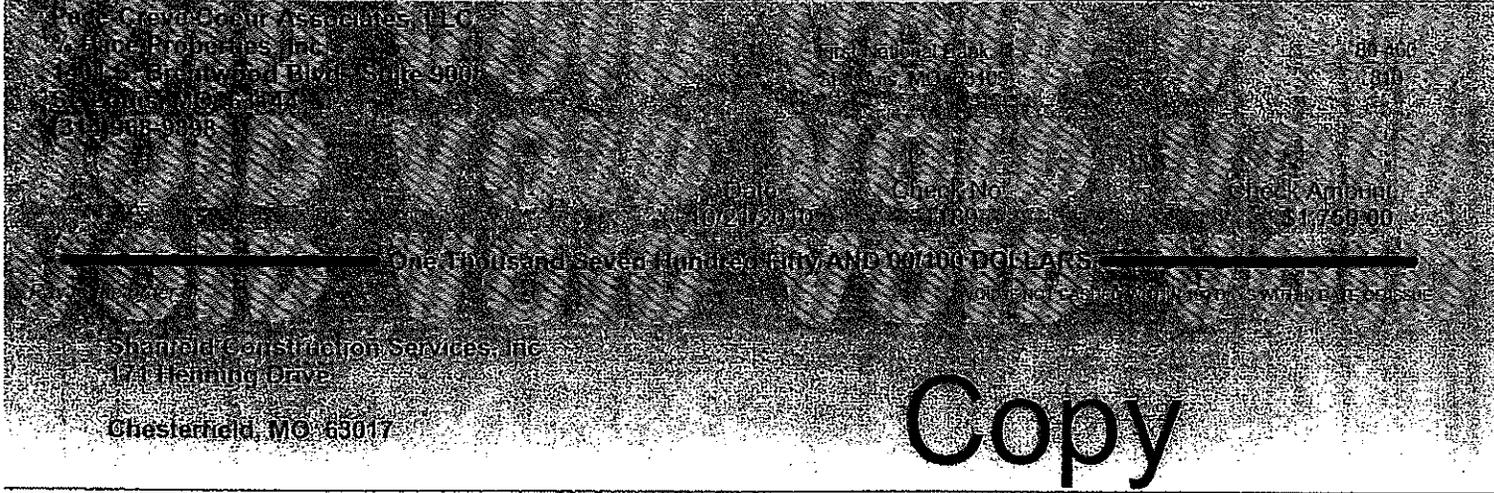
Pace-Creve Coeur Associates LLC  
Olive-Graeser TDD  
TDD Expenditure  
Note Request #2

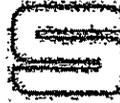
<u>Invoice Date</u>	<u>Vendor</u>	<u>Reference</u>	<u>Budget Category</u>	<u>Amt</u>
10/14/2010	Shanfield Construction	949	Const. Inspections	220.00
				<u>220.00</u>

Ent	Name	Acct No	Invoice	Date	P.O. Num	Reference	Amount	Discount	Net
1740	Pace Creve Coeur As	1875	949	9/24/2010		Creve Coeur Wag's	1,750.00	0.00	1,750.00

Payor: Pace-Creve Coeur Associates, LLC      Date: 10/21/2010      Check No.: 1189      Check Amount: 1,750.00  
 Payee: Shanfeld Construction Services, Inc

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**SHANFELD  
CONSTRUCTION  
SERVICES, INC.**

171 Haning Drive  
Chesterfield, Missouri 63017  
Phone: 314.878.8889  
Fax: 314.878.9992  
cbs@shanfelf.com

**INVOICE**

First National Bank  
12000 Manchester  
St. Louis, MO 63141

INVOICE NO: 948

INVOICE DATE: 09/20/10

ATTN: Kevin Olson  
Cc: Steve Helz  
Fac: Properties

PROJECT: Walgreen's - Cava Clear

**INVOICE**

Construction Document Review:

100% Complete		
Guaranteed Maximum Cost	\$ 1,000.00	
Previously Invoiced	\$ 510.00	
Invoiced This Payment		\$ 190.00

Payment Request Review:

Approved Payment Request #1 - TDD		\$ 750.00
Disputed Payment Request #1		

Reimbursables:

Misc. expenses, travel, photographs, delivery, etc.		\$ 0.00
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<b>AMOUNT DUE THIS INVOICE</b>		<b>\$ 940.00</b>
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Amount Previously Invoiced		\$ 510.00
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<b>TOTAL AMOUNT DUE THIS INVOICE</b>		<b>\$ 1,750.00</b>
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TDD

12.58%

\$ 220.00

WALGREENS

87.42% \$ 1530.00

\$ 1750.00

1740-1875

JB

10/19/10

JH

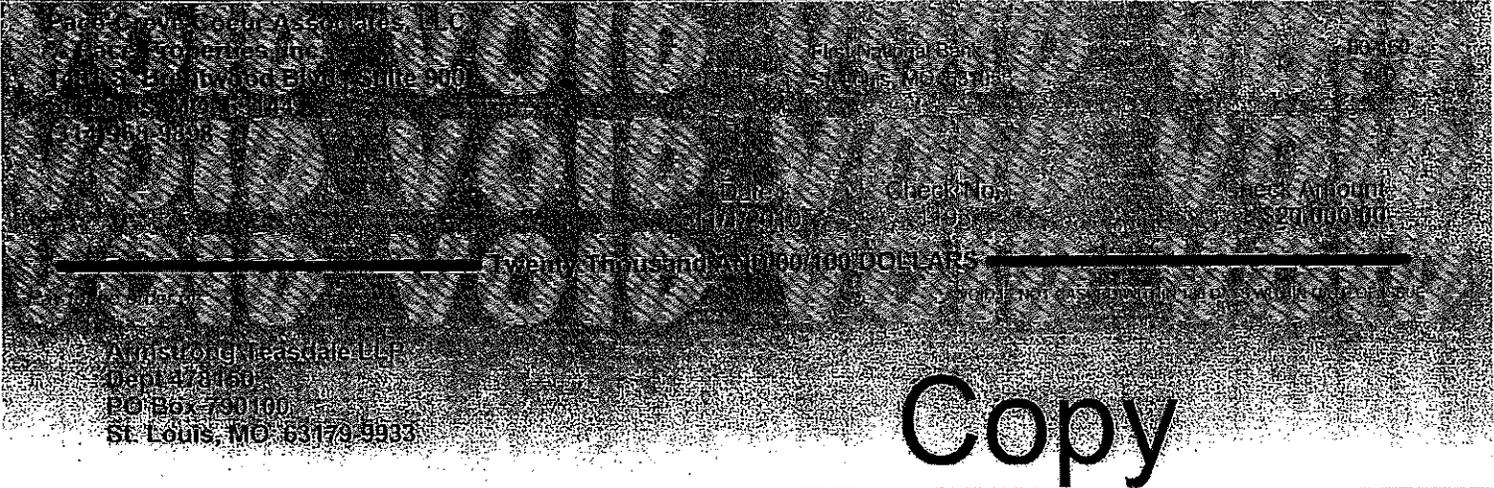
Pace-Creve Coeur Associates LLC  
Olive-Graeser TDD  
TDD Expenditure  
Note Request #2

<u>Invoice Date</u>	<u>Vendor</u>	<u>Reference</u>	<u>Budget Category</u>	<u>Amt</u>
10/22/2010	Armstrong Teasdale	1419432	Issuance Costs	20,000.00
10/22/2010	UMB Bank	1	Issuance Costs	1,000.00
				<u>21,000.00</u>

Ent	Name	Acct No	Invoice	Date	P.O. Num	Reference	Amount	Discount	Net
1740	Pace Creve Coeur As	1875	19432OAF	10/22/2010		Note Issuance	20,000.00	0.00	20,000.00

Payor: Pace-Creve Coeur Associates, LLC  
 Payee: Armstrong Teasdale LLP  
 Date: 11/1/2010  
 Check No.: 1193  
 Check Amount: 20,000.00

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**Armstrong  
Teasdale**

7700 Forsyth Boulevard, Suite 1800  
St. Louis, MO 63105  
Phone: 314.621.5070  
Fax: 314.621.5065

Fed ID: 43-1274026

MISSOURI KANSAS ILLINOIS NEVADA SHANGHAI

Attn: Chair  
Olive/Graeser Transportation Development District  
c/o Pace Properties, Incorporated  
1401 S. Brentwood Blvd., Suite 900  
St. Louis, MO 63144

October 22, 2010  
Invoice No. 1419432-OAF  
File No. 30376 / 1

**REMITTANCE COPY**  
Please return with payment

MATTER	MATTER NAME	TOTAL
1	Note Issuance	20,000.00

**\*\*PAYMENT IS DUE UPON RECEIPT\*\***

**For Remittance by Mail:**  
ARMSTRONG TEASDALE LLP  
Department Number 478150  
P.O. Box 790100  
St. Louis, MO 63179-9933

**For Remittance by Wire Transfer:**  
Bank Name/Address: Cass Bank & Trust Company  
13001 Hollenberg Drive  
Bridgeton, MO 63044

ABA Routing #: 081000605  
Account #: 1148842  
Account Name: Armstrong Teasdale LLP, Attn: Anne Simek

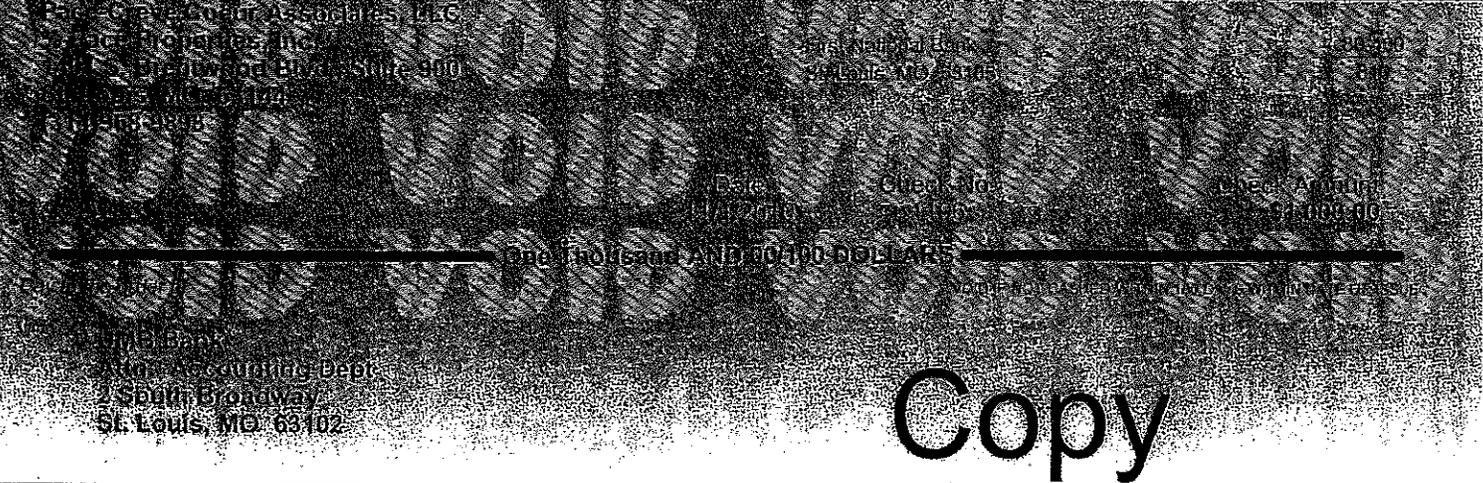
Please send a payment notification e-mail to: [ASIMEK@armstrongteasdale.com](mailto:ASIMEK@armstrongteasdale.com)

OK-  
cc (JD)  
TOD  
1740-1875

Ent	Name	Acct No	Invoice	Date	P.O. Num	Reference	Amount	Discount	Net
1740	Pace Creve Coeur As	1875	UMB	10/28/2220		Olive/Graeser TDD	1,000.00	0.00	1,000.00

Payor: Pace-Creve Coeur Associates, LLC      Date: 11/1/2010      Check No.: 1196      Check Amount: 1,000.00  
 Payee: UMB Bank

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**INVOICE**

October 22, 2010

Olive/Graeser Transportation Development District  
Attn: Chairman  
c/o Pace Properties  
1401 S. Brentwood Blvd., Suite 900  
St. Louis, MO 63144

RE: Olive/Graeser Transportation Development District Transportation  
Development Revenue Notes Series A and Subordinate Transportation  
Development Revenue Notes Series B

Trustee acceptance fee, which includes expenses associated with closing, such  
as: review of documents (includes counsel review), account set-up and initial  
disbursement from accounts:

\$1,000

**Total Due:**

**\$1,000**

REMIT TO:  
UMB BANK, N.A.  
Corporate Trust Division  
2 South Broadway, 6<sup>th</sup> floor  
St. Louis, MO 63102

**Corporate Trust & Escrow  
Services**

2 S BROADWAY  
SAINT LOUIS, MO 63102-9837

314.612.8490  
314.612.8499 Fax

umb.com

OK -  
PC (initials)

CC TOP

ERS  
1740-1875

