

1 **BOARD BILL # 134** **INTRODUCED BY ALDERWOMAN MARLENE DAVIS**

2 AN ORDINANCE RECOMMENDED BY THE BOARD OF ESTIMATE AND
3 APPORTIONMENT, AMENDING ORDINANCE NO. 67305 AUTHORIZING AND
4 DIRECTING THE ISSUANCE AND DELIVERY OF NOT TO EXCEED \$1,400,000 PLUS
5 ISSUANCE COSTS PRINCIPAL AMOUNT OF REVENUE NOTES (CITY BLOCK 1859
6 GRAND AVENUE/COZENS/EVANS AREA REDEVELOPMENT PROJECT), OF THE CITY
7 OF ST. LOUIS, MISSOURI; PRESCRIBING THE FORM AND DETAILS OF SUCH NOTES
8 AND THE COVENANTS AND AGREEMENTS MADE BY THE CITY TO FACILITATE
9 AND PROTECT THE PAYMENT THEREOF; PRESCRIBING OTHER MATTERS
10 RELATING THERETO, AND CONTAINING A SEVERABILITY CLAUSE AND AN
11 EMERGENCY CLAUSE.

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

15 **WHEREAS**, the Real Property Tax Increment Allocation Redevelopment Act, Sections
16 99.800 through 99.865, Revised Statutes of Missouri, (the “TIF Act” or “Act”), authorizes the
17 City to undertake redevelopment projects within designated areas of the City; and

18 **WHEREAS**, staff and consultants of the City and an affiliate of Page Partners II, LLC a
19 Missouri limited liability company (the “Developer”), prepared a plan for redevelopment titled
20 “City Block 1859 Grand Avenue/Cozens/Evans Area Redevelopment Plan” dated April 21,
21 2006, with amendments, if any, and as may be amended from time to time (the “Redevelopment
22 Plan”), with respect to an area located generally at the intersection of Grand Boulevard, Cozens
23 Avenue, Evans Avenue and Dr. Martin Luther King Drive in the City of St. Louis (collectively,

1 the “Redevelopment Area” or “Area”), which Redevelopment Area is more fully and particularly
2 described in the Redevelopment Plan, such legal description being attached hereto and
3 incorporated herein as **Exhibit A**; and

4 **WHEREAS**, on June 14, 2006, the TIF Commission found that completion of
5 Redevelopment Project (as hereinafter defined) would provide a substantial and significant
6 public benefit through the elimination of blighting conditions, the strengthening of the
7 employment and economic base of the City, increased property values and tax revenues,
8 stabilization of the Redevelopment Area, facilitation of the economic stability of the City as a
9 whole, and further found that without the assistance of tax increment financing in accordance
10 with the TIF Act, the Redevelopment Project is not financially feasible and would not otherwise
11 be completed; and

12 **WHEREAS**, after due consideration of the TIF Commission’s recommendations and
13 approval by the Board of Aldermen, the Mayor signed: (1) Ordinance No. 67301 [Board Bill
14 No. 152] designating the Redevelopment Area as a “redevelopment area” as provided in the TIF
15 Act, approving the Redevelopment Plan, and approving the redevelopment project described in
16 the Redevelopment Plan (the “Redevelopment Project”), adopting tax increment allocation
17 financing within the Redevelopment Area, and establishing the Special Allocation Fund; and (2)
18 Ordinance No. 67304 [Board Bill No. 237] authorizing the City to enter into a redevelopment
19 agreement with Developer with respect to the Redevelopment Project (the “Redevelopment
20 Agreement); and (3) Ordinance No. 67305 [Board Bill No. 238] authorizing the issuance and
21 delivery of certain tax increment revenue notes; and

1 **WHEREAS**, pursuant to the Redevelopment Plan and Redevelopment Agreement, the
2 City proposes to finance a portion of the costs of Redevelopment Project by utilizing tax
3 increment allocation financing in accordance with the TIF Act; and

4 **WHEREAS**, the City desires to amend and restate Ordinance No. 67305 with respect to
5 the issuance of tax increment revenue notes by the City with respect to the Redevelopment
6 Project;

7 **WHEREAS**, the City desires to issue, from time to time, its Revenue Notes (City Block
8 1859 Grand Avenue/Cozens/Evans Area Redevelopment Project) (the “Project Notes” or
9 “Notes”), to provide funds for the aforesaid purpose, said Notes being payable solely from
10 certain proceeds deposited into the Special Allocation Fund; and

11 **WHEREAS**, the monies in the Special Allocation Fund shall consist in part of, but not
12 be limited to, proceeds from a sales tax of one percent (1%) imposed by the Cozens/MLK/Grand
13 Community Improvement District, a community improvement district and political subdivision
14 of the State of Missouri formed pursuant to Ordinance No. 67435 of the City and Sections
15 67.1401 to 67.1571 RSMo.; and

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

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

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

1 which Project Note may be issued in any denomination, subject to the limitation on the aggregate
2 Principal Amount, subject to the limitation provided in **Section 2.1** of this Ordinance.

3 “Authorizing Ordinance” means Ordinance No. 67304 [Board Bill No. 237], signed by
4 the Mayor on November 11, 2006, affirming adoption of the Redevelopment Plan,
5 Redevelopment Area, and Redevelopment Project, authorizing execution of a Redevelopment
6 Agreement for the construction of the Redevelopment Project and making certain findings
7 related thereto.

8 “Available Revenues” means all monies on deposit from time to time (including
9 investment earnings thereon) in (a) the PILOTS Account; (b) subject to annual appropriation, the
10 EATS Account that have been appropriated to the repayment of Project Notes; and (c) the CID
11 Revenue Fund of the Revenue Fund; excluding (i) any amount paid under protest until the
12 protest is withdrawn or resolved against the taxpayer or (ii) any sum received by the City which
13 is the subject of a suit or other claim communicated to the City which suit or claim challenges
14 the collection of such sum.

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

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

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

5 “Certificate of Substantial Completion” means a document substantially in the form of
6 Exhibit E to the Redevelopment Agreement, issued by the Developer to the City in accordance
7 with the Redevelopment Agreement and evidencing the Developer’s satisfaction of all
8 obligations and covenants to construct the Redevelopment Project in accordance with the
9 Redevelopment Plan and the Redevelopment Agreement.

10 “CID” or “Community Improvement District” means the Cozens/MLK/Grand
11 Community Improvement District, a community improvement district and political subdivision
12 of the State of Missouri established pursuant to Ordinance No. 67435 of the City and the CID
13 Act.

14 “CID Act” means Sections 67.1401 to 67.1571 RSMo. (2007), as may be amended from
15 time to time.

16 “CID Project Costs” means the costs incurred by or on behalf of Developer with respect
17 to the “Project” identified in that certain Petition to Establish the CID filed with the City (as
18 amended and as may be further amended from time to time).

19 “CID Revenues” shall mean the proceeds, after deduction for costs of collection,
20 received by the CID from the imposition of the CID Sales Tax which are not captured as EATs
21 but pledged by the CID pursuant to the Financing Agreement, for a period of twenty (20) years

1 from the date of the Financing Agreement, to the City for deposit in the CID Revenue Fund of
2 the Revenue Fund of the Special Allocation Fund for the repayment of Project Notes.

3 “CID Sales Tax” means that certain sales and use tax of up to one percent (1%) levied
4 upon all sales at retail within the CID pursuant to Resolution No. 2007-005 of the CID and in
5 accordance with the CID Act.

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

9 “Debt Service Fund” means the fund by that name created in **Section 4.1** of this
10 Ordinance.

11 “Debt Service Reserve Requirement” means that amount as reasonably determined by the
12 underwriter or placement agent for the Project Notes with the reasonable concurrence of the
13 City’s Financial Advisor.

14 “Developer” means Page Partners II, LLC, a limited liability company duly organized
15 and existing under the laws of the State of Missouri, or its permitted successors or assigns in
16 interest.

17 “Disclosure Counsel” means Armstrong Teasdale LLP, St. Louis, Missouri, or an
18 attorney at law or a firm of attorneys acceptable to the City of nationally recognized standing in
19 matters pertaining to offerings of municipal securities duly admitted to the practice of law before
20 the highest court of any state of the United States of America or the District of Columbia.

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

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

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

4 “Financing Agreement” means that certain Financing Agreement to be entered into
5 between the City and the CID, such agreement to be in substantially the form of that attached
6 hereto as **Exhibit D**.

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

15 “Issuance Date” means the dated date of the Project Notes.

16 “Maturity Date” means December 11, 2029, which is the date that is twenty-three (23)
17 years after the effective date of the Approving Ordinance.

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

20 “Original Purchaser” means the Developer, a Related Entity, a Qualified Institutional
21 Buyer or a Project Lender; provided, however, that any such Related Entity or Project Lender
22 shall also qualify as an Approved Investor and shall be designated in writing by the Developer as
23 the Original Purchaser.

1 “Owner” or “Registered Owner” means, when used with respect to any Project Note, the
2 person in whose name such Project Note is registered.

3 “Payment Date” means, with respect to any Project Note, each March 1 and September 1,
4 commencing on the first March 1 or September 1 that immediately succeeds the City’s
5 acceptance of a Certificate of Substantial Completion for the Redevelopment Project.

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

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

10 “Project Fund” means the fund by that name created in **Section 4.1** of this Ordinance.

11 “Project Lender” means a commercial bank, savings bank, savings and loan association,
12 credit union or other financial institution that has loaned funds to the Developer to be used for
13 construction of the Redevelopment Project and has secured such loan with a mortgage or security
14 interest in the Redevelopment Project .

15 “Project Notes” means one or more series of not to exceed \$1,400,000 plus Issuance
16 Costs Revenue Notes (City Block 1859 Grand Avenue/Cozens/Evans Area Redevelopment
17 Project), Series 200_ issued by the City pursuant to and subject to the Redevelopment
18 Agreement and this Ordinance in substantially the form set forth in **Exhibit B**, attached hereto
19 and incorporated herein by reference.

20 “Qualified Institutional Buyer” means a “qualified institutional buyer” under Rule 144A
21 promulgated under the Securities Act of 1933.

1 “Redevelopment Agreement” or “Agreement” means that certain Redevelopment
2 Agreement dated as of March 30, 2007, between the City and the Developer, as amended and as
3 may be amended from time to time.

4 “Redevelopment Area” means the real property legally described and set forth on **Exhibit**
5 **A**, attached hereto and incorporated herein by reference.

6 “Redevelopment Plan” means the plan titled “City Block 1859 Grand
7 Avenue/Cozens/Evans Area TIF Redevelopment Plan” dated April 21, 2006, with amendments,
8 if any, and as approved by the City pursuant to the Approving Ordinance, as such plan may from
9 time to time be amended in accordance with the TIF Act.

10 “Redevelopment Project” or “City Block 1859 Grand Avenue/Cozens/Evans Area
11 Redevelopment Project” means that certain Redevelopment Project as identified by the
12 Redevelopment Plan and Redevelopment Agreement.

13 “Register” or “Note Register” means the books for registration, transfer and exchange of
14 the Project Notes kept at the office of the Finance Officer.

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

18 “Related Entity” means any party or entity related to the Developer by one of the
19 relationships described in Section 267(b), Section 707(b)(1)(A) or Section 707(b)(1)(B) of the
20 Internal Revenue Code of 1986, as amended.

21 “Revenue Fund” means the fund by that name created in **Section 4.1** of this Ordinance.

22 “Series A Note(s)” means that series of Project Notes which are the [Taxable] [Tax-
23 Exempt] Revenue Note(s) (City Block 1859 Grand Avenue/Cozens/Evans Area Redevelopment

1 Project), Series 200_-A, issued pursuant to this Ordinance in an aggregate principal amount not
2 to exceed \$1,400,000 plus Issuance Costs, in substantially the form set forth in **Exhibit B**,
3 attached hereto and incorporated herein by reference.

4 “Series B Note(s)” means that series of Project Notes which are the [Taxable] [Tax-
5 Exempt] Revenue Note (City Block 1859 Grand Avenue/Cozens/Evans Area Redevelopment
6 Project), Series 200_-B, issued pursuant to this Ordinance in an aggregate principal amount not
7 to exceed \$1,400,000 plus Issuance Costs, less the aggregate outstanding principal amount of the
8 Series A Notes, in substantially the form set forth in **Exhibit B**, attached hereto and incorporated
9 herein by reference.

10 “Special Allocation Fund” means the City of St. Louis, Missouri, City Block 1859
11 Special Allocation Fund created by Ordinance No. 67301 [Board Bill No. 152] effective on
12 December 10, 2006 and including the accounts for the City Block 1859 Grand
13 Avenue/Cozens/Evans Area Redevelopment Project into which TIF Revenues and other
14 revenues are from time to time deposited in accordance with the TIF Act and the Redevelopment
15 Agreement, including, but not limited to, a PILOTS Account and an EATS Account.

16 “Taxable Notes” means any Project Note, the interest on which (in the opinion of Bond
17 Counsel), is not exempt from federal income taxation.

18 “Tax-Exempt Notes” means any Project Note, the interest on which (in the opinion of
19 Bond Counsel), is exempt from federal income taxation.

20 “TIF Revenues” means: (1) payments in lieu of taxes (as that term is defined in
21 Section 99.805(10) of the TIF Act) attributable to the increase in the current equalized assessed
22 valuation of each taxable lot, block, tract, or parcel of real property located within the
23 Redevelopment Area over and above the initial equalized assessed value (as that term is used and

1 described in Sections 99.845.1 and 99.855.1 of the TIF Act) of each such unit of property, as
2 paid to the City Treasurer by the City Collector of Revenue during the term of the
3 Redevelopment Plan and Redevelopment Project, and (2) subject to annual appropriation by the
4 Board of Aldermen, fifty percent (50%) of the total additional revenues from taxes which are
5 imposed by the City or other taxing districts (as that term is defined in Section 99.805(16) of the
6 TIF Act) and which are generated by economic activities within the Redevelopment Area over
7 the amount of such taxes generated by economic activities within the Redevelopment Area in the
8 calendar year ending December 31, 2005 (subject to annual appropriation by the City as
9 provided in the TIF Act), as defined and described in Sections 99.805(4) and 99.845 of the TIF
10 Act, but excluding therefrom personal property taxes, taxes imposed on sales or charges for
11 sleeping rooms paid by transient guests of hotels and motels, taxes levied pursuant to
12 Section 70.500 of the Revised Statutes of Missouri, as amended, taxes levied for the purpose of
13 public transportation pursuant to Section 94.660 of the Revised Statutes of Missouri, as
14 amended, and licenses, fees or special assessments other than payments in lieu of taxes and
15 penalties and interest thereon, all as provided in Section 99.845 of the TIF Act. Notwithstanding
16 the foregoing, TIF Revenues shall not include the operating levy for school purposes imposed by
17 or any sales tax imposed by the Transitional School District of the City of St. Louis.

18 **Section 1.2** Rules of Construction. For all purposes of this Ordinance, except as
19 otherwise expressly provided or unless the context otherwise requires:

20 Words of masculine gender shall be deemed and construed to include correlative words
21 of the feminine and neuter genders.

1 Words importing the singular number shall include the plural and vice versa and words
2 importing person shall include firms, associations and limited liability companies, including
3 public bodies. The headings and captions herein are not a part of this document.

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

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

8 **ARTICLE II**

9

10 **AUTHORIZATION OF PROJECT NOTES**

11 **Section 2.1 Authorization of Project Notes.** There are hereby authorized and
12 directed to be issued by the City to the Original Purchaser one or more series of the Project Notes
13 in an aggregate principal amount not to exceed \$1,400,000 plus Issuance Costs. The Project
14 Notes shall be in substantially the form of **Exhibit B**, attached hereto and incorporated herein by
15 reference.

16 **Section 2.2 Description of Project Notes.**

17 (a) Title of Project Notes. There shall be issued one series of one or more
18 Project Notes in an aggregate principal amount not to exceed \$1,400,000 plus Issuance Costs
19 authorized hereunder. The Project Notes shall be designated “[Taxable]/[Tax-Exempt] Revenue
20 Notes (City Block 1859 Grand Avenue/Cozens/Evans Area Redevelopment Project), Series
21 200_”. The Project Notes may have such further appropriate particular designation added to or
22 incorporated in such title for the Project Notes of any particular series as the City may determine.

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

7 (c) Terms of Project Notes. The Project Notes shall mature (subject to
8 redemption and payment prior to maturity as provided in Article III hereof), on the date that is
9 twenty-three (23) years after the effective date of the Approving Ordinance, which is December
10 11, 2029. Each Project Note shall bear interest at a fixed rate per annum determined on the date
11 that is not less than ten (10) and not more than sixty (60) business days prior to the scheduled
12 closing date for issuance of the Project Notes (the “Pricing Date”) based on the municipal yield
13 curve for general obligation bonds (the “MMD”) compiled by Municipal Market Data Line ® (or
14 its successors) and published by Thomson Financial, an operating unit of The Thomson
15 Corporation (or its successors) using the MMD yield published as of the Issuance Date for
16 general obligation bonds rated “AAA” that mature in the same year as the Project Notes, (i) plus
17 four percent (4%) if the interest on such Project Note, in the opinion of Bond Counsel, is not
18 exempt from Federal income taxation (the “Taxable Rate”), or (ii) plus two percent (2%) if the
19 interest on such Project Note, in the opinion of Bond Counsel, is exempt from Federal income
20 taxation (the “Tax Exempt Rate”); provided, in no event shall the interest rate on the Project
21 Notes exceed ten percent (10%) per annum. All Project Notes shall have a stated maturity of the
22 Maturity Date. Interest shall be computed on the basis of a 360-day year of twelve 30-day

1 months. The Project Notes shall bear interest from their registration date or from the most recent
2 Payment Date to which interest has been paid or duly provided for.

3 (d) Denominations. The Project Notes shall be issuable as fully registered
4 Project Notes in Authorized Denominations.

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

7 (f) Dating. The Project Notes shall be dated as provided in **Section 2.7**, as
8 evidenced by the Finance Officer's signature on Schedule A to each Project Note.

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

16 (h) Sale of Project Notes. When Project Notes have been executed and
17 authenticated as required by this Ordinance, the Finance Officer shall hold the Project Notes in
18 trust or, if directed in writing by the Owners thereof, deliver the Project Notes to or upon the
19 order of the Owners thereof, as provided in paragraph (g) above, but only upon payment to the
20 City of a purchase price equal to one hundred percent (100%) of the face amount of the Project
21 Notes, which payment shall be deemed to have occurred under the circumstances described in
22 **Section 4.5** of this Ordinance.

1 **Section 2.3 Finance Officer to Serve as Paying Agent and Registrar.** The Finance
2 Officer or the authorized representative thereof is hereby designated as the paying agent for the
3 payment of principal of and interest on the Project Notes and the bond registrar with respect to
4 the registration, transfer and exchange of the Project Notes and for allocating and holding funds
5 as provided herein.

6 **Section 2.4 Security for Project Notes.** Except as expressly set forth herein, the
7 Project Notes shall be equally and ratably secured by Available Revenues with Series B Notes
8 secured on a subordinate basis to the Series A Notes. The Project Notes shall be equally and
9 ratably secured by Available Revenues except that: (i) TIF Revenues shall only be used to pay
10 principal and interest on One Million Sixty Thousand and No/100 (\$1,060,000) of Project Notes,
11 and that, to the extent that the City determines that TIF Revenues have been used to pay principal
12 and interest on such amount of Project Notes, the remaining Project Notes shall only be repaid
13 from Available Revenues other than TIF Revenues, and (ii) CID Revenues shall only be used to
14 pay principal and interest on that principal amount of Project Notes equal to the amount of CID
15 Project Costs, as such CID Project Costs, respectively, are reflected on the Certificates of
16 Reimbursable Project Costs submitted by Developer to the City, or such lesser amount as the
17 CID shall pledge. The Project Notes shall be special, limited obligations of the City payable
18 solely from and secured as to the payment of principal and interest by a pledge of the Available
19 Revenues. The taxing power of the City is not pledged to the payment of the Project Notes
20 either as to principal or interest. The Project Notes shall not be or constitute a general obligation
21 of the City, nor shall they constitute an indebtedness of the City within the meaning of any
22 constitutional, statutory or charter provision, limitation or restriction. Project Notes may be
23 issued in two series, with one series subordinate to Project Notes of the other series issued

1 hereunder (the “Subordinate Notes”), such that no payment of principal of or interest on any such
2 Subordinate Notes may be made while any Project Notes are outstanding. THE OBLIGATIONS
3 OF THE CITY WITH RESPECT TO THE PROJECT NOTES SHALL TERMINATE ON THE
4 FIRST TO OCCUR OF THE FULL PAYMENT AND DISCHARGE OF THE PROJECT
5 NOTES OR THE MATURITY DATE (WHETHER OR NOT THE PRINCIPAL AMOUNT OR
6 INTEREST HAS BEEN PAID IN FULL).

7 **Section 2.5 Method and Place of Payment of Project Notes.** The principal of and
8 interest on the Project Notes shall be payable in any coin or currency which, on the respective
9 dates of payment thereof, is legal tender for the payment of debts due the United States of
10 America. Payment shall be made by the Finance Officer as provided in this Note Ordinance and
11 as set forth in **Exhibit B**. Principal and interest shall be payable by check or draft at the office of
12 the Finance Officer or by wire transfer to the person in whose name such Project Note is
13 registered on the Register on each Payment Date.

14 **Section 2.6 Registration, Transfer and Assignment.** So long as the Project Notes
15 remain outstanding, the City shall cause to be kept at the office of the Finance Officer books for
16 the registration, transfer and exchange of the Project Notes as herein provided. The Project
17 Notes when issued shall be registered in the name of the Original Purchaser thereof on the
18 Register.

19 The Project Notes and beneficial interest therein may only be purchased by an Original
20 Purchaser and transferred or assigned to the Developer, a Related Entity, a Qualified Institutional
21 Buyer or Project Lender upon the execution by each proposed purchaser, transferee or assignee
22 of a letter in substantially the form of **Exhibit C**, attached hereto and incorporated herein by
23 reference, stating that such Original Purchaser, transferee or assignee (i) is an Approved Investor

1 and (ii) has sufficient knowledge and experience in business and financial matters in general, and
2 investments such as the Project Notes in particular, to enable the Original Purchaser, transferee
3 or assignee to evaluate the risks involved in an investment in the Project Notes. The Project
4 Notes may be transferred and exchanged only upon the records of the City. Upon surrender of a
5 Project Note to the Finance Officer, the Finance Officer shall transfer or exchange the Project
6 Notes for a new Project Note or Project Notes, which shall be (i) in the form of fully registered
7 Notes without coupons in minimum denominations of One Thousand Dollars (\$1,000), except
8 with respect to the Project Notes issued upon acceptance by the City of the final Certificate of
9 Reimbursable Redevelopment Project Costs, which Project Notes may be issued in any
10 denomination, subject to the limitation on the aggregate principal amount, and (ii) of the same
11 Maturity Date and in the same aggregate principal amount outstanding as the Project Note which
12 was presented for transfer or exchange. The Project Notes presented for transfer or exchange
13 shall be accompanied by a written instrument or instruments of transfer or authorization for
14 exchange, in a form and with guarantee of signature satisfactory to the Finance Officer, duly
15 executed by the Owner thereof or by the Owner's duly authorized agent. Upon any transfer,
16 exchange or assignment as provided in this Section, the transferor shall reimburse the City for all
17 of the reasonable out-of-pocket costs incurred by the City in connection with the administration
18 of such transfer, exchange or assignment.

19 **Section 2.7 Execution, Authentication and Delivery of the Project Notes.** Each of
20 the Project Notes, including any Project Notes issued in exchange or as substitution for the
21 Project Notes initially delivered, shall be signed by the manual or facsimile signature of the
22 Mayor and the Finance Officer of the City, attested by the manual or facsimile signature of the
23 City Register, and shall have the official seal of the City affixed thereto or imprinted thereon. If

1 any officer whose signature appears on any Project Note ceases to be such officer before the
2 delivery of such Project Note, such signature shall nevertheless be valid and sufficient for all
3 purposes, the same as if such person had remained in office until delivery. Any Project Note
4 may be signed by such persons who at the actual time of the execution of such Project Note are
5 the proper officers to sign such Project Note although at the date of such Project Note such
6 persons may not have been such officers.

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

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

19 The Project Notes shall be initially executed and authenticated by the City upon the last
20 to occur of the following: (i) acceptance or deemed acceptance of the Certificate of Substantial
21 Completion; (ii) approval of a Certificate of Reimbursable Redevelopment Project Costs; (iii)
22 receipt of an opinion of Bond Counsel regarding the taxable nature of the Project Notes; (iv) the
23 full payment of all advances required to be paid under Section 2.2 of the Redevelopment

1 Agreement; and (v) receipt of such other documentation as the City shall reasonably require of
2 Developer and any Original Purchaser, in order for the City to obtain an opinion of Bond
3 Counsel as required by this Section 5.1 of the Redevelopment Agreement.

4 Upon the Developer's satisfaction of the foregoing conditions and upon approval of each
5 Certificate of Reimbursable Redevelopment Project Costs, the Finance Officer shall either: (i) at
6 the request of the City upon instructions of the Developer, endorse an outstanding Project Note
7 on Schedule A thereto to evidence an increase in the aggregate principal amount equal to such
8 Reimbursable Redevelopment Project Costs, or (ii) at the request of the City upon instructions of
9 the Developer issue a new Project Note in a principal amount equal to such Reimbursable
10 Redevelopment Project Costs, or any combination thereof. Each date of endorsement of each
11 such Project Note shall be the date of acceptance by the City of each Certificate of Reimbursable
12 Redevelopment Project Costs except that the initial endorsement of each Project Note shall be
13 dated the Issuance Date of such Project Note. Thereupon, pursuant to Section 2.2(h), the Project
14 Notes shall either be held or delivered to or upon the order of the party submitting the Certificate
15 of Reimbursable Redevelopment Project Costs relating to such Notes. Upon acceptance by the
16 City of such a Certificate of Reimbursable Redevelopment Project Costs in accordance with the
17 Redevelopment Agreement and upon execution and authentication of the Project Notes as
18 required by this Ordinance, the Developer shall be deemed to have advanced funds to the City in
19 an amount equal to the purchase price of the Project Notes, which shall be one hundred percent
20 (100%) of the face amount of the Project Notes, and, upon the issuance of an endorsement of the
21 Project Notes as provided in the preceding paragraph, the City shall be deemed to have
22 reimbursed the Developer in full for such Reimbursable Redevelopment Project Costs.

1 **Section 2.8 Mutilated, Lost and Stolen Project Notes.** If any mutilated Project Note
2 is surrendered to the Finance Officer or the Finance Officer receives evidence to his/her
3 satisfaction of the destruction, loss or theft of any Project Note and there is delivered to the
4 Finance Officer such security or indemnity as may be required by it to save the City and the
5 Finance Officer harmless, then, in the absence of notice to the Finance Officer that such Project
6 Note has been acquired by a bona fide purchaser, the City shall execute and the Finance Officer
7 shall register and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or
8 stolen Project Note, a new Project Note with the same Maturity Date and of like tenor and
9 principal amount. Upon the issuance of any new Project Note under this Section, the City and
10 the Finance Officer may require the payment by the Owner of a sum sufficient to cover any tax
11 or other governmental charge that may be imposed in relation thereto and any other expenses
12 connected therewith. If any such mutilated, destroyed, lost or stolen Project Note has become or
13 is about to become due and payable, the Finance Officer may, in its discretion, pay such Project
14 Note instead of issuing a new Project Note.

15 **Section 2.9 Cancellation, Discharge and Abatement of Project Notes.** All Project
16 Notes that have been paid or redeemed or that otherwise have been surrendered to the Finance
17 Officer, either at or before the Maturity Date, shall be canceled and destroyed by the Finance
18 Officer in accordance with existing security regulations upon the payment or redemption of such
19 Project Note and the surrender thereof to the Finance Officer. The Finance Officer shall execute
20 a certificate in duplicate describing the Project Notes so cancelled and destroyed, and shall file
21 an executed counterpart of such certificate with the City.

22 **NOTWITHSTANDING ANY PROVISION HEREIN TO THE CONTRARY, THE**
23 **PROJECT NOTES ARE SUBJECT TO CANCELLATION AND DISCHARGE BY THE**

1 CITY IN WHOLE OR IN PART WITHOUT PENALTY UNDER THE CONDITIONS
2 SET FORTH IN THE REDEVELOPMENT AGREEMENT.

3 ARTICLE III

4
5 REDEMPTION AND PAYMENT OF PRINCIPAL AND INTEREST

6 Section 3.1 Optional Redemption. The Project Notes are subject to optional
7 redemption by the City in whole at any time or in part on any Payment Date at a redemption
8 price of 100% of the principal amount of the Project Note to be redeemed, plus accrued interest
9 thereon to the date fixed for redemption. The Project Notes shall be called by the City for
10 optional redemption pursuant to this Section without the necessity of any action by the City other
11 than as provided in Section 4.3 of this Ordinance. If only a partial redemption is to occur, then
12 each Project Note from within a series shall be redeemed in the order of maturity designated by
13 the City, and within any maturity the Project Notes shall be redeemed in Authorized
14 Denominations by the City in such manner as it may determine. In the event of an optional
15 redemption of the Notes, unless waived by any Registered Owner of Notes to be redeemed,
16 official notice of any redemption shall be given by the Finance Officer on behalf of the City by
17 mailing a copy of an official redemption notice by first class mail, postage prepaid, at least thirty
18 (30) days (five days if all of the Notes are owned by the Developer) and not more than sixty (60)
19 days prior to the date fixed for redemption, to each Registered Owner of the Notes to be
20 redeemed at the address shown on the Note Register.

21 All official notices of optional redemption shall be dated and shall contain the following
22 information: (a) the redemption date; (b) the redemption price; (c) if less than all outstanding
23 Notes are to be redeemed, the identification number and maturity date(s) (and, in the case of

1 partial redemption of any Notes, the respective principal amounts) of the Notes to be redeemed;
2 (d) a statement that on the redemption date the redemption price will become due and payable
3 upon each Note or portion thereof called for redemption and that interest thereon shall cease to
4 accrue from and after the redemption date; and (e) the place where such Notes are to be
5 surrendered for payment of the redemption price, which shall be the office of the Finance
6 Officer. The failure of any Registered Owner to receive notice given as heretofore provided or
7 an immaterial defect therein shall not invalidate any redemption.

8 **Section 3.2 Special Mandatory Redemption.** All Project Notes are subject to special
9 mandatory redemption by the City on each Payment Date, at a redemption price equal to 100%
10 of the principal amount being redeemed, together with accrued interest thereon to the date fixed
11 for redemption, which amount of principal being redeemed shall be an amount equal to
12 Available Revenues then on deposit in the applicable account of the Special Allocation Fund and
13 which will not be required for the payment of interest on such Payment Date.

14 In the event of a special mandatory redemption of any Notes with a Registered Owner
15 other than Developer or a Related Entity, unless waived by such Registered Owner of Notes to
16 be redeemed, official notice of any redemption shall be given by the Finance Officer on behalf of
17 the City by mailing a copy of an official redemption notice by first class mail, postage prepaid, at
18 least thirty (30) days and not more than sixty (60) days prior to the date fixed for redemption, to
19 each Registered Owner other than Developer or a Related Entity of the Notes to be redeemed at
20 the address shown on the Note Register.

21 **Section 3.3 Selection of Notes to be Redeemed.** Project Notes shall be redeemed
22 only in Authorized Denominations. When less than all of the outstanding Project Notes are to be
23 redeemed and paid prior to maturity, such Project Notes or portions of Project Notes from within

1 the same series to be redeemed shall be selected in Authorized Denominations by the Finance
2 Officer in such equitable manner as it may determine. In the case of a partial redemption of
3 Project Notes from within the same series when Project Notes of denominations greater than the
4 minimum Authorized Denomination are then outstanding, then for all purposes in connection
5 with such redemption each Authorized Denomination unit of face value shall be treated as
6 though it was a separate Project Note of the denomination of the minimum Authorized
7 Denomination.

8 **Section 3.4 Notice and Effect of Call for Redemption.** In the event of any optional
9 or special mandatory redemption of the Notes, unless waived by any Registered Owner of Notes
10 to be redeemed, official notice of any redemption shall be given by the Finance Officer on behalf
11 of the City by mailing a copy of an official redemption notice by first class mail to each
12 Registered Owner of the Notes to be redeemed at the address shown on the Note Register.

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

- 15 (a) the redemption date;
- 16 (b) the redemption price;
- 17 (c) if less than all outstanding Notes are to be redeemed, the identification
18 (and, in the case of partial redemption of any Notes, the respective principal amounts) of the
19 Notes to be redeemed;
- 20 (d) a statement that on the redemption date the redemption price will become
21 due and payable upon each Note or portion thereof called for redemption and that interest
22 thereon shall cease to accrue from and after the redemption date; and

1 (e) the place where such Notes are to be surrendered for payment of the
2 redemption price, which shall be the office of the Finance Officer.

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

7 **ARTICLE IV**

8 **FUNDS AND REVENUES**

9
10 **Section 4.1 Creation of Funds and Accounts.** There are hereby created or ratified
11 and ordered to be established in the treasury of the City the Special Allocation Fund into which
12 all TIF Revenues and CID Revenues shall be deposited, and within it the following separate
13 funds and accounts:

14 (a) PILOTS Account;

15 (b) an EATS Account;

16 (c) a Revenue Fund and, within it, (i) a PILOTs Account; (ii) an EATs
17 Account; and (iii) a CID Revenue Fund; into which all Available Revenues shall be deposited;

18 (d) a Debt Service Fund, and, within it, (i) a Series A Account; and (ii) a
19 Series B Account;

20 (e) a Debt Service Reserve Fund, if established on the Issuance Date; and

21 (f) a Project Fund.

22 **Section 4.2 Administration of Funds and Accounts.** The Special Allocation Fund
23 and the funds and accounts established therein shall be maintained in the treasury of the City and

1 administered by the City solely for the purposes and in the manner as provided in the Act, this
2 Ordinance, the Approving Ordinance, and the Authorizing Ordinance so long as any Project
3 Notes remain outstanding hereunder.

4 **Section 4.3 Revenue Fund.**

5 (a) Available Revenues shall be applied, except as limited herein, first from
6 the CID Revenue Fund of the Revenue Fund, second from the EATs Account of the Revenue
7 Fund, and third from the PILOTs Account of the Revenue Fund, for the purposes and in the
8 amounts as follows:

9 *First*, First, to payment of arbitrage rebate, if any, owed with respect to the Project Notes
10 under Section 148 of the Internal Revenue Code of 1986, as amended, including any costs of
11 calculating arbitrage rebate;

12 *Second*, to the Finance Officer of the City and the St. Louis Development Corporation
13 (which monies shall be paid one half to the Finance Officer and one half to the St. Louis
14 Development Corporation), 0.2% of the Notes outstanding on each Payment Date, plus any
15 accumulated deficiency from previous years, plus an amount sufficient to pay all or any portion
16 of the fees and expenses incurred by the City pursuant to Section 7.15 of the Agreement that
17 have not otherwise been reimbursed to the City through the issuance of Project Notes;

18 *Third*, to Series A Account of the Debt Service Fund, an amount sufficient to pay all or
19 any portion of the past due interest owing as a result of prior deficiencies of moneys to pay
20 interest due on any Series A Notes on each Payment Date;

21 *Fourth*, to the Series A Account of the Debt Service Fund, an amount sufficient to pay all
22 or any portion of the accrued interest becoming due and payable on any Series A Notes on each
23 Payment Date;

1 *Fifth*, to the Series A Account of the Debt Service Fund, an amount sufficient to pay the
2 interest on the Series A Notes on the next succeeding Payment Date;

3 *Sixth*, for transfer to the Debt Service Reserve Fund, if established, such amount as may
4 be required to restore any deficiency in the Debt Service Reserve Fund if the amount on deposit
5 in the Debt Service Reserve Fund is less than the Debt Service Reserve Requirement, if any
6 established pursuant to the Note Ordinance;

7 *Seventh*, to the Series A Account of the Debt Service Fund, an amount sufficient to pay
8 the principal of any Series A Notes that are subject to redemption pursuant to the Note Ordinance
9 on each Payment Date;

10 *Eighth*, if no Series A Notes are outstanding, to the Series B Account of the Debt Service
11 Fund, an amount sufficient to pay all or any portion of the past due interest owing as a result of
12 prior deficiencies of moneys to pay interest due on the Series B Note on each Payment Date;

13 *Ninth*, if no Series A Notes are outstanding, to the Series B Account of the Debt Service
14 Fund, an amount sufficient to pay all or any portion of the accrued interest becoming due and
15 payable on any Series B Note on each Payment Date;

16 *Tenth*, if no Series A Notes are outstanding, to the Series B Account of the Debt Service
17 Fund, an amount sufficient to pay the interest on the Series B Notes on the next succeeding
18 Payment Date;

19 *Eleventh*, if no Series A Notes are outstanding, to the Series B Account of the Debt
20 Service Fund, an amount sufficient to pay the principal of any Series B Note that is subject to
21 redemption pursuant to this Note Ordinance on each Payment Date; and

1 *Twelfth*, all other remaining money in the PILOTs Account and the EATs Account of the
2 Special Allocation Fund shall annually be declared as surplus and distributed in the manner
3 provided in the TIF Act, as applicable.

4 If monies available in the Special Allocation Fund are insufficient to reimburse the City
5 as provided above on any Payment Date, then the unpaid portion shall be carried forward to the
6 next Payment Date, with interest thereon at the same rate as the Project Notes.

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

13 **Section 4.4 Debt Service Fund.**

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

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

22 (c) After payment in full of the principal of and interest on the Project Notes
23 (or provision has been made for the payment thereof as specified in this Ordinance), payment of

1 the fees and expenses of the Finance Officer, and payment of any other amounts required to be
2 paid under this Ordinance, all amounts remaining in the Debt Service Fund shall be declared as
3 surplus and distributed in the manner provided in the Act.

4 **Section 4.5 Project Fund.** Upon acceptance by the City of a Certificate of
5 Reimbursable Redevelopment Project Costs and the issuance or endorsement of a Project Note
6 pursuant to **Section 2.7** of this Ordinance, the Developer shall be deemed to have advanced
7 funds necessary to purchase such Project Note and the City shall be deemed to have deposited
8 such funds in the Project Fund and shall be deemed to have reimbursed the Developer or paid for
9 in full for such costs from the amounts deemed to be on deposit in the Project Fund.

10 **Section 4.6 Debt Service Reserve Fund.** Except as herein otherwise provided, funds
11 on deposit in the Debt Service Reserve Fund shall be used and applied by the Finance Officer
12 solely to prevent a default in the event moneys on deposit in the Debt Service Fund shall be
13 insufficient to pay the principal of and interest on the Project Notes as the same become due.
14 The Finance Officer may disburse and expend moneys from the Debt Service Reserve Fund
15 whether or not the amount therein equals the Debt Service Reserve Requirement. Moneys on
16 deposit in the Debt Service Reserve Fund may be used to pay Project Notes called for
17 redemption or to purchase Project Notes in the open market, prior to the Maturity Date, provided
18 all Notes at the time outstanding are called for redemption or purchased and sufficient funds are
19 available. Moneys on deposit in the Debt Service Reserve Fund shall be used to pay and retire
20 the Project Notes last becoming due, unless such Notes and all interest thereon are otherwise
21 paid.

22 So long as the sum on deposit in the Debt Service Reserve Fund shall aggregate an
23 amount equal to the Debt Service Reserve Requirement, investment earnings on funds on deposit

1 in the Debt Service Reserve Fund shall be deposited into the Debt Service Fund. If the sum on
2 deposit in the Debt Service Reserve Fund shall be less than the Debt Service Reserve
3 Requirement, investment earnings on funds in the Debt Service Reserve Fund shall remain
4 therein and be applied to reducing such deficiency.

5 So long as the sum on deposit in the Debt Service Reserve Fund shall aggregate an
6 amount equal to the Debt Service Reserve Requirement on each Payment Date, no further
7 deposits to said Debt Service Reserve Fund shall be required. Investments and moneys in the
8 Debt Service Reserve Fund shall be valued at the market value thereof, exclusive of accrued
9 interest, by the Finance Officer on and the amount on deposit therein determined accordingly.

10 After payment in full of the principal of, premium, if any, and interest on the Notes (or
11 provision has been made for the payment thereof as specified in the Ordinance), the fees, charges
12 and expenses of the Finance Officer and any Paying Agent and any other amounts required to be
13 paid under the Ordinance or any other instrument entered into with respect to the Notes, all
14 amounts remaining in the Debt Service Reserve Fund shall be paid to the City.

15 **Section 4.7 Nonpresentment of Notes.** If any Project Note is not presented for
16 payment when the principal thereof becomes due at stated maturity or prior redemption date, if
17 funds sufficient to pay such Project Note have been made available to the Finance Officer, all
18 liability of the City to the Registered Owner thereof for the payment of such Project Note shall
19 forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of
20 the Finance Officer to hold such funds, without liability for interest thereon, for the benefit of the
21 Registered Owner of such Project Note, who shall thereafter be restricted exclusively to such
22 funds for any claim of whatever nature on his part under this Ordinance or on, or with respect to,
23 said Project Note. If any Project Note is not presented for payment within five (5) years

1 following the date when such Project Note becomes due at maturity, the Finance Officer shall
2 repay to the City the funds theretofore held by it for payment of such Project Note, and such
3 Project Note shall, subject to the defense of any applicable statute of limitation, thereafter be an
4 unsecured obligation of the City, and the Registered Owner thereof shall be entitled to look only
5 to the City for payment, and then only to the extent of the amount so repaid to it by the Finance
6 Officer, and the City shall not be liable for any interest thereon and shall not be regarded as a
7 Finance Officer of such money.

8 **ARTICLE V**

9
10 **REMEDIES**

11 **Section 5.1 Remedies.** The provisions of this Ordinance, including the covenants and
12 agreements herein contained, shall constitute a contract between the City and the Owner. The
13 Owner shall have the right:

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

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

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

22 **Section 5.2 Limitation on Rights of Owner.** The Owner secured hereby shall not
23 have any right in any manner whatever by its action to affect, disturb or prejudice the security

1 103(a) of the Code. The City (to the extent within its power or discretion) and the Developer
2 shall not use any portion of the proceeds of the Tax Exempt Note, including any investment
3 income earned on such proceeds, in any manner that would cause the Tax Exempt Note to be a
4 “private activity bond” within the meaning of Section 141(a) of the Code. The officers of the
5 City, including the Mayor, the Finance Officer and the City Register, shall be, and they hereby
6 are, authorized and directed to execute all documents and take such actions as they may deem
7 necessary or advisable in order to carry out and perform the purposes of this Section.

8 **Section 7.3 Payments Due on Saturdays, Sundays and Holidays.** In any case where
9 the Payment Date is a Saturday, a Sunday or a legal holiday or other day that is not a business
10 day, then payment of principal or interest need not be made on such date but may be made on the
11 next succeeding business day with the same force and effect as if made on the Payment Date, and
12 no interest shall accrue for the period after such date.

13 **Section 7.4 Notices, Consents and Other Instruments.** Any notice, consent, request,
14 direction, approval, objection or other instrument required by this Ordinance to be signed and
15 executed by the Owner of the Project Notes may be in any number of concurrent writings of
16 similar tenor and may be signed or executed by such Owner in person or by agent appointed in
17 writing. Proof of the execution of any such instrument or of the writing appointing any such
18 agent and of the ownership of the Project Note, if made in the following manner, shall be
19 sufficient for any of the purposes of the Ordinance, and shall be conclusive in favor of the City
20 with regard to any action taken, suffered or omitted under any such instrument, namely:

21 (a) The fact and date of the execution by any person of any such instrument
22 may be proved by a certificate of any officer in any jurisdiction who by law has power to take

1 acknowledgments within such jurisdiction that the person signing such instrument acknowledged
2 before such officer the execution thereof, or by affidavit of any witness to such execution.

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

6 **Section 7.5 Execution of Documents; Further Authority.** The City is hereby
7 authorized to enter into and the Mayor and the Finance Officer of the City are hereby authorized
8 and directed to execute and deliver, for and on behalf of and as the act and deed of the City, the
9 Project Notes, the Financing Agreement and such other documents, certificates and instruments
10 as may be necessary or desirable to carry out and comply with the intent of this Ordinance. The
11 officers of the City, including without limitation the Mayor, the Finance Officer and the Register,
12 are hereby authorized and directed to execute, and the City Register is hereby authorized and
13 directed where appropriate to attest, all certificates, documents or other instruments, and take
14 such actions as they may deem necessary or advisable in order to carry out and perform the
15 purposes of this Ordinance and to make ministerial alterations, changes or additions in the
16 foregoing agreements, statements, instrument and other documents herein approved, authorized
17 and confirmed which they determine to be in the City's best interest, and the execution or taking
18 of such action shall be conclusive evidence of such determination.

19 **Section 7.6 Severability.** If any section or other part of this Ordinance, whether large
20 or small, is for any reason held invalid, the invalidity thereof shall not affect the validity of the
21 other provisions of this Ordinance.

22 **Section 7.7 Governing Law.** This Ordinance shall be governed exclusively by and
23 constructed in accordance with the applicable internal laws of the State of Missouri.

1 **Section 7.8 Private Sale.** The Board of Aldermen of the City hereby declares that it is
2 in the City’s best interest to sell the Project Notes at private sale because a public sale of the
3 Project Notes would cause additional expense to the City and because the condition of the
4 current financial markets makes such a public sale not feasible or the best course of action for the
5 City.

6 **Section 7.9 Emergency Clause.** This being an ordinance affecting the appropriation
7 of money, it is hereby declared to be an emergency measure within the meaning of Sections 19
8 and 20 of Article 14 of the Charter of the City of St. Louis and therefore shall become effective
9 immediately upon its passage and approval by the Mayor.

EXHIBIT A

Legal Description of City Block 1859 Grand Avenue/Cozens/Evans Redevelopment Area

Parcel No. 1: Lots 1, 2, and 3 in Block 6 of D.D. PAGE'S THIRD WESTERN ADDITION and in Block 1859 of the City of St. Louis, State of Missouri, together fronting 106 feet 2 inches on the South line of Cozens Avenue by a depth Southwardly to an alley; bounded West by another alley.

Parcel No. 2: Lot No. 4 and part of Lot No. 5 in Block No. 6 of D.D. PAGE'S THIRD WESTERN ADDITION and in Block No. 1859 of the City of St. Louis, beginning at a point in the South line of Cozens Avenue at the Northwest corner of said Lot No. 4, thence Southwardly along the West line of Lot No. 4, 113.50 feet to an alley, thence Eastwardly along the North line of said alley 33.33 feet to a point, thence Northwardly and parallel with the West line of Lot No. 5, 48 feet to a point thence Eastwardly and parallel with the South line of Cozens Avenue 12.42 feet to a point, thence Northwardly and parallel with the West line of Lot No. 5, 65.50 feet to the South line of Cozens Avenue, thence Westwardly along the South line of Cozens Avenue 45.75 feet to the point of beginning, according to survey executed during the month of November, 1949 by Pitzman's Co. of Surveyors and Engineers. A parcel of ground being in Block No. 1859 of the City of St. Louis, being part of Lots Nos. 5 and 6 in Block 6 of D.D. PAGE'S THIRD WESTERN ADDITION, and described as beginning at a point in the South line of Cozens Avenue 40 feet wide, 20.75 feet Eastwardly from the Northwestern corner of said Lot No. 5, thence Eastwardly 7.50 feet along the South line of Cozens Avenue, thence Southwardly 53 feet and parallel with the East line of said Lot No. 6, thence Southeastwardly 19.69 feet to a point 11 feet West of the East line of Lot No. 6 and 44 feet North of the North line of an alley 15 feet wide, thence Southwardly 44 feet and parallel with the East line of said Lot No. 6 to the North line of said alley, thence Westwardly 30.67 feet along the North line of said alley to a point distant 8.33 feet East of the West line of Lot No. 5, thence Northwardly 48 feet and parallel with the West line of Lot No. 5, thence Northwardly 48 feet and parallel with the West line of Lot No. 5, thence Eastwardly 12.42 feet and parallel with the South line of Cozens Avenue, thence Northwardly 65.50 feet and parallel with the Western line of Lot No. 5 to the point of beginning.

Parcel No. 3: The East part of Lot 6 in Block 6 of D.D. Page's Third Western Addition and in Block 1859 of the City of St. Louis, State of Missouri, fronting 21 feet 9 inches on the South line of Cozens Avenue by a depth Eastwardly of 113.50 feet on the East line and an irregular depth on the Western line to a point.

Parcel No. 4: Lot Seven (7) in Block Six (6) of D.D. PAGE'S THIRD ADDITION and in Block 1859 of the City of St. Louis, State of Missouri, fronting 25 feet on the South line of Cozens Avenue by a depth Southwardly of 113 feet 6 inches to an alley, 15 feet wide.

Parcel No. 5: Lot Eight (8) in Block Six (6) of D.D. PAGE'S THIRD ADDITION and in Block 1859 of the City of St. Louis, State of Missouri, fronting 25 feet on the South line of Cozens Avenue by a depth Southwardly of 113 feet 6 inches to an alley, 15 feet wide.

Parcel No. 6: Lot Eighteen (18) in Block Six (6) of D.D. PAGE'S THIRD WESTERN ADDITION and in Block 1859 of the City of St. Louis, fronting 25 feet on the North line of Evans Avenue by a depth Northwardly of 113 feet 6 inches to an alley.

Parcel No. 7: Lot Nineteen (19) in Block Six (6) of D.D. PAGE'S THIRD WESTERN ADDITION and in Block 1859 of the City of St. Louis, fronting 25 feet on the North line of Evans Avenue by a depth Northwardly of 113 feet 6 inches to an alley.

Parcel No. 8: Lot Twenty (20) in Block Six (6) of D.D. PAGE'S THIRD WESTERN ADDITION and in Block 1859 of the City of St. Louis, fronting 25 feet on the North line of Evans Avenue by a depth Northwardly of 113 feet 6 inches to an alley.

Parcel No. 9: Lots 23 and 24 and part of Lot 25 in Block No. 6 of Page's Third Western Addition and in Block No. 1859 of the City of St. Louis, and described as follows: Beginning at a point in the Northern line of Easton Avenue, at the Southeast corner of property conveyed to Mose Rubenstein and wife by deed recorded in Book 6403 page 116, thence Northwardly along the East line of property conveyed to Mose Rubenstein and wife, as aforesaid, the following courses and distances: North 83 feet 6-1/2 inches to a point in the center of a brick property wall, thence continuing Northwardly along the center of said property wall 10 feet 1 inch to an angle point in said wall, and thence continuing North along the center line of said wall to the South line of an alley 15 feet wide, thence Eastwardly along the Southline of said alley, 70 feet 4-3/4 inches to the Northeast corner of said Lot 23, thence Southwardly along the East line of said Lot 23, a distance of 113 feet 6 inches to the North line of Evans Avenue, and thence Westwardly along the North line of Evans Avenue, and Easton Avenue, 64 feet 6-3/4 inches to the point of beginning.

Parcel No. 12: Lot No. 26 and the Western part of Lot No. 25 in Block 6 of Page's Third Western Addition and in Block No. 1859 of the City of St. Louis, beginning at a point in the North line of Easton Avenue 45 feet 9-1/4 inches East of the East line of an alley, thence 83 feet 6-1/2 inches to a point in the center line of a brick party wall, thence North along the center line of said party wall 10 feet 1 inch to an angle point in said wall, thence continuing North along the center line of said wall to the South line of an alley, thence West along the South line of said alley 49 feet 10-1/4 inches to the East line of aforesaid alley, thence South along the East line of said alley, 113 feet 11-3/8 inches to the North line of Easton Avenue, thence East along the North line of Easton Avenue 45 feet 9-1/4 inches to the point of beginning, excepting therefrom a triangular piece of ground 10 feet by 10 feet at the Northwest corner of said Lot No. 26 which is cut off for an alley; bounded East by property, now or formerly, of Morris Shapiro and Ida Shapiro, his wife.

Parcel No. 10: Lot No. 26 and the Western part of Lot No. 25 in Block 6 of Page's Third Western Addition and in Block No. 1859 of the City of St. Louis, beginning at a point in the North line of Easton Avenue 45 feet 9-1/4 inches East of the East line of an alley, thence 83 feet 6-1/2 inches to a point in the center line of a brick party wall, thence North along the center line of said party wall 10 feet 1 inch to an angle point in said wall, thence continuing North along the center line of said wall to the South line of an alley, thence West along the South line of said alley 49 feet 10-1/4 inches to the East line of aforesaid alley, thence South along the East line of said alley, 113 feet 11-3/8 inches to the North

line of Easton Avenue, thence East along the North line of Easton Avenue 45 feet 9-1/4 inches to the point of beginning, excepting therefrom a triangular piece of ground 10 feet by 10 feet at the Northwest corner of said Lot No. 26 which is cut off for an alley; bounded East by property now, or formerly, of Morris Shapiro and Ida Shapiro, his wife.

Parcel No. 11: Part of Lot 27, all of Lots 28 and 29 in Block 6 of D.D. Pages 31^d West Addition of Saint Louis City Block 1859; beginning at a point of the East line of Grand Boulevard where same is intersected X Lot 29, then South along the East line of Grand Boulevard 91 feet 1 5/8 inch to a point in North East line of Easton Avenue as established by Ordinance 31148, then Southeast along the Northeast line of Easton Avenue, 5 1/2 inches to an angle point therein then continuing East along the North line of Easton Avenue 119 feet 7 1/4 inches to the West line of an alley, then North along the West line of said alley 92 feet 9 1/4 inches to the North line of Lot 29, a distance of 120 feet to the point of beginning.

Parcel No. 12: Lot Thirty (30) in Block Six (6) of D.D. PAGE'S 3RD WESTERN ADDITION and in Block 1859 of the City of St. Louis, fronting 25 feet on the East line of Grand Avenue by a depth Eastwardly of 120 feet to an alley.

Parcel No. 13: TRACT NO. 1 Lot 31 and Southern part of Lot 32 in Block 6 of D.D. Page's Third Western Addition and in City Block 1859 of the City of St. Louis, Missouri, beginning at a point in the East line of Grand Boulevard distant 32 feet 9-1/8 inches South of the Northwest corner of Lot 33 of said Block and Subdivision, being also therein of the West prolongation of the North wall of buildings numbered 1410 and 1412 North Grand Boulevard, thence East with the North face of said wall 39 feet 6-1/8 inches to the Northeast corner of said wall, which corner is distant 32 feet 6-5/8 inches South of the North line of said Lot 33, thence South and parallel with Grand Boulevard 10 inches to the South face of the South wall of the rear portion of brick house number 1416 to 18 North Grand Boulevard, thence East and parallel with the North line of said Lot 33, 80 feet 8-1/4 inches to the West line of an alley, thence South along the West line of said alley 41 feet 3-3/4 inches to the Southeast corner of said Lot 31, thence West along the South line of said Lot 31, 120 feet to the East line of Grand Boulevard, thence North along the East line of Grand Boulevard 42 feet 2-7/8 inches to the point of beginning.

TRACT NO. 2 Lot 33 and part of Lot 32 in Block 6 of D.D. Page's Third Western Addition and in Block 1859 of the City of St. Louis, beginning at a point in the East line of Grand Boulevard, being the Northwest corner of Lot 33, thence Southwardly with the East line of Grand Boulevard 32 feet 9-1/8 inches to the Intersection with the Western prolongation of the Northern face of the Northern wall of the three story brick house known as numbers 1410 and 1412 Grand Boulevard, thence Eastwardly with the North face of the North wall of said three story brick house 39 feet 6-3/4 inches to the Northeast corner of said wall, which is distant Southwardly from the Northern line of said Lot 33, 32 feet 6-5/8 inches, thence Southwardly parallel with Grand Boulevard and following the Eastern face of the three story brick house 10 inches to the South face of the Southern wall of the rear porch of the two story brick house numbers 1416 and 1418 North Grand Boulevard, thence Eastwardly parallel with the North line of said Lot 33, 80 feet 5-1/4 inches to the Western line of an alley in said Block, thence Northwardly with said alley 33 feet 6-1/4 inches to the Northeastern

corner of said Lot 33, thence Westwardly with the North line of Lot 33, 120 feet to the point of beginning.

TRACT NO. 3 Lots 34 and 35 in Block 6 of D.D. Page's Third Western Addition and in Block 1859 of the City of St. Louis, together fronting 50 feet on the East line of Grand Boulevard, by a depth Eastwardly of 120 feet to an alley.

**EXHIBIT B
Form of Note**

THIS PROJECT NOTE OR ANY PORTION HEREOF MAY BE TRANSFERRED, ASSIGNED OR NEGOTIATED ONLY TO THE “DEVELOPER,” A “RELATED ENTITY” A “QUALIFIED INSTITUTIONAL BUYER” OR “PROJECT LENDER,” AS DEFINED IN THE NOTE ORDINANCE, AND IN ACCORDANCE WITH THE PROVISIONS HEREOF.

**UNITED STATES OF AMERICA
STATE OF MISSOURI**

REGISTERED

Registered

No. R-__

**Not to Exceed \$1,060,000
plus Issuance Costs
(See **Schedule A** attached)**

CITY OF ST. LOUIS, MISSOURI

**[TAXABLE][TAX-EXEMPT] REVENUE NOTE
(CITY BLOCK 1859 GRAND AVENUE/COZENS/EVANS AREA REDEVELOPMENT
PROJECT)
SERIES 200__-A/B**

Rate of Interest: Maturity Date: Dated Date: CUSIP Number:
[__%] _____ _____, None

REGISTERED OWNER:

PRINCIPAL AMOUNT: See SCHEDULE A attached hereto.

The CITY OF ST. LOUIS, MISSOURI, a body corporate and a political subdivision duly organized and validly existing under its charter and the Constitution and laws of the State of Missouri (the “City”), for value received, hereby promises to pay to the Registered Owner shown above, or registered assigns, the Principal Amount shown from time to time on Schedule A attached hereto on the Maturity Date shown above unless called for redemption prior to the Maturity Date, and to pay interest thereon from the effective date of registration shown from time to time on Schedule A attached hereto or from the most recent Payment Date to which interest has been paid or duly provided for, at the Rate of Interest shown above computed on the

basis of a 360-day year of twelve 30-day months. Interest and principal shall be payable each March 1 and September 1 (each, a "Payment Date"), commencing on the first March 1 or September 1 following the City's acceptance or deemed acceptance of the Certificate of Substantial Completion in accordance with the Redevelopment Agreement between the City and Page Partners II, LLC (the "Developer"), dated as of March 30, 2007, as amended (the "Redevelopment Agreement"), until all principal and interest accruing pursuant to this Project Note is paid in full except as otherwise provided herein. The Project Notes shall bear interest from their registration date or from the most recent Payment Date to which interest has been paid or duly provided for.

Except as otherwise provided herein, the capitalized terms herein shall have the meanings as provided in Ordinance No. _____ signed by the Mayor on _____, 2008 (the "Note Ordinance") or the Redevelopment Agreement.

THE OBLIGATIONS OF THE CITY WITH RESPECT TO THIS PROJECT NOTE TERMINATE DECEMBER 11, 2029, WHICH IS TWENTY-THREE YEARS FROM THE EFFECTIVE DATE OF THE ORDINANCE APPROVING THE REDEVELOPMENT PROJECT, WHETHER OR NOT THE PRINCIPAL AMOUNT OR INTEREST HEREON HAS BEEN PAID IN FULL. REFERENCE IS MADE TO THE NOTE ORDINANCE FOR A COMPLETE DESCRIPTION OF THE CITY'S OBLIGATIONS HEREUNDER.

Subject to the preceding paragraph, the principal of and interest on this Project Note shall be paid at maturity or upon earlier redemption as provided in Article III of the Note Ordinance to the person in whose name this Project Note is registered at the maturity or redemption date hereof, upon presentation and surrender of this Project Note at the payment office of the Finance Officer of the City or her authorized agent (the "Finance Officer"). The principal of and interest on the Project Notes shall be payable in any coin or currency of the United States of America which, at the respective dates of payment thereof, is legal tender for the payment of debts due the United States of America. The principal of or interest on this Project Note shall be payable by check or draft or by wire transfer to the person in whose name this Project Note is registered at the office of the Finance Officer to the Registered Owner on the Register on each Payment Date. Except as otherwise provided in Section 2.8 of the Note Ordinance with respect to mutilated, destroyed, lost or stolen Project Notes, no principal on the Project Notes is payable unless the Registered Owner thereof has surrendered such Project Notes at the office of the Finance Officer.

This Project Note is one of an authorized series of fully registered Notes of the City designated "City of St. Louis, Missouri, [Taxable][Tax-Exempt] Revenue Notes (City Block 1859 Grand Avenue/Cozens/Evans Area Redevelopment Project), Series 200__-A/B," issued in an aggregate principal amount of not to exceed \$1,400,000 plus Issuance Costs (the "Project Notes" or "Notes"). The Project Notes are being issued for the purpose of paying a portion of the Redevelopment Project Costs in connection with Redevelopment Project 2 described in the Redevelopment Plan, under the authority of and in full compliance with the Constitution and laws of the State of Missouri, including particularly the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 to 99.865, of the Revised Statutes of Missouri, as amended

(the “Act”) and CID Project Costs (as such terms are defined in the Note Ordinance) pursuant to Sections 67.1401 to 67.1571 (the “CID Act”) RSMo., and the Note Ordinance.

The Project Notes and the interest thereon are and shall be special, limited obligations of the City payable solely from and secured as to the payment of principal and interest, by the Available Revenues and other moneys pledged thereto and held by the Finance Officer as provided herein. “Available Revenues” means all monies on deposit from time to time (including investment earnings thereon) in (a) the PILOTS Account; (b) subject to annual appropriation, the EATS Account that have been appropriated to the repayment of Project Notes; and (c) the CID Revenue Fund of the Revenue Fund; excluding (i) any amount paid under protest until the protest is withdrawn or resolved against the taxpayer or (ii) any sum received by the City which is the subject of a suit or other claim communicated to the City which suit or claim challenges the collection of such sum.

The monies on deposit in the PILOTS Account of the Special Allocation Fund are those payments in lieu of taxes (“PILOTS”), as defined in Sections 99.805(10) and 99.845 of the Act) attributable to the increase in the current equalized assessed valuation of each taxable lot, block, tract or parcel of real property in the Redevelopment Area (as described in Exhibit A to the Note Ordinance) and any applicable penalty and interest over and above the initial equalized assessed value (as provided for by Section 99.855 of the Act) of such unit of property in the Redevelopment Area, as allocated and paid to the City’s Treasurer by the City’s Collector of Revenue who shall deposit such PILOTS into the Special Allocation Fund while tax increment financing remains in effect.

The monies on deposit in the EATs Account of the Special Allocation Fund are those amounts subject to annual appropriation by the Board of Aldermen, equal to fifty percent (50%) of the total additional revenues from taxes, penalties and interest which are imposed by the City or other taxing districts (as that term is defined in Section 99.805(16) of the Act) and which are generated by economic activities within the Redevelopment Area over the amount of such taxes generated by economic activities within the Redevelopment Area in the calendar year ending December 31, 2005 (subject to annual appropriation by the City as provided in the Act), while tax increment financing remains in effect, but excluding personal property taxes, taxes imposed on sales or charges for sleeping rooms paid by transient guests of hotels and motels, licenses, fees or special assessments other than payments in lieu of taxes and penalties and interest thereon, taxes levied pursuant to Section 70.500 of the Revised Statutes of Missouri, as amended, and taxes levied for the purpose of public transportation pursuant to Section 94.660 of the Revised Statutes of Missouri, as amended, all in accordance with Section 99.845.3 of the Act, as may be amended from time to time. Notwithstanding the foregoing, EATs shall not include the operating levy for school purposes imposed by or any sales tax imposed by the Transitional School District of the City of St. Louis.

The monies on deposit in the CID Revenue Fund of the Revenue Fund are all proceeds, after deduction for costs of collection and/or administration, from the imposition of the CID Sales Tax which are not captured as EATs but are instead pledged by the CID pursuant to the Financing Agreement (as hereinafter defined), for a period of twenty (20) years from the date of the Financing Agreement, to the City for deposit in the CID Revenue Fund of the Revenue Fund

of the Special Allocation Fund for the repayment of Project Notes (the "CID Revenues"). The "Financing Agreement" means that certain Financing Agreement made and entered into by and between the City, the CID and the Developer as of June __, 2008.

Except as expressly set forth herein, the Project Notes shall be equally and ratably secured by Available Revenues, with the Series B Notes secured on a subordinate basis to the Series A Notes. The Project Notes shall be equally and ratably secured by Available Revenues except that: (i) TIF Revenues shall only be used to pay principal and interest on One Million Sixty Thousand Dollars and No/100 (\$1,060,000) of Project Notes, and that, to the extent that the City determines that TIF Revenues have been used to pay principal and interest on such amount of Project Notes, the remaining Project Notes shall only be repaid from Available Revenues other than TIF Revenues, and (ii) CID Revenues shall only be used to pay principal and interest on that principal amount of Project Notes equal to the amount of CID Project Costs, as such CID Project Costs, are reflected on the Certificates of Reimbursable Project Costs submitted by Developer to the City, or such lesser amount as the CID shall pledge. The Project Notes shall be special, limited obligations of the City payable solely from and secured as to the payment of principal and interest by a pledge of the Available Revenues. The taxing power of the City is not pledged to the payment of the Project Notes either as to principal or interest. The Project Notes shall not be or constitute a general obligation of the City, nor shall they constitute an indebtedness of the City within the meaning of any constitutional, statutory or charter provision, limitation or restriction. THE OBLIGATIONS OF THE CITY WITH RESPECT TO THE PROJECT NOTES SHALL TERMINATE ON THE FIRST TO OCCUR OF THE FULL PAYMENT AND DISCHARGE OF THE PROJECT NOTES OR THE MATURITY DATE (WHETHER OR NOT THE PRINCIPAL AMOUNT OR INTEREST HAS BEEN PAID IN FULL).

Available Revenues shall be applied, except as limited herein, *first* from the CID Revenue Fund of the Revenue Fund, *second* from the EATS Account of the Revenue Fund, and *third* from the PILOTs Account of the Revenue Fund to payments on the Project Note as follows:

First, First, to payment of arbitrage rebate, if any, owed with respect to the Project Notes under Section 148 of the Internal Revenue Code of 1986, as amended, including any costs of calculating arbitrage rebate;

Second, to the Finance Officer of the City and the St. Louis Development Corporation (which monies shall be paid one half to the Finance Officer and one half to the St. Louis Development Corporation), 0.2% of the Notes outstanding on each Payment Date, plus any accumulated deficiency from previous years, plus an amount sufficient to pay all or any portion of the fees and expenses incurred by the City pursuant to Section 7.15 of the Agreement that have not otherwise been reimbursed to the City through the issuance of Project Notes;

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

Fourth, to the Series A Account of the Debt Service Fund, an amount sufficient to pay all or any portion of the accrued interest becoming due and payable on any Series A Notes on each Payment Date;

Fifth, to the Series A Account of the Debt Service Fund, an amount sufficient to pay the interest on the Series A Notes on the next succeeding Payment Date;

Sixth, for transfer to the Debt Service Reserve Fund, if established, such amount as may be required to restore any deficiency in the Debt Service Reserve Fund if the amount on deposit in the Debt Service Reserve Fund is less than the Debt Service Reserve Requirement;

Seventh, to the Series A Account of the Debt Service Fund, an amount sufficient to pay the principal of any Series A Notes that are subject to redemption pursuant to the Note Ordinance on each Payment Date;

Eighth, if no Series A Notes are outstanding, to the Series B Account of the Debt Service Fund, an amount sufficient to pay all or any portion of the past due interest owing as a result of prior deficiencies of moneys to pay interest due on the Series B Note on each Payment Date;

Ninth, if no Series A Notes are outstanding, to the Series B Account of the Debt Service Fund, an amount sufficient to pay all or any portion of the accrued interest becoming due and payable on any Series B Note on each Payment Date;

Tenth, if no Series A Notes are outstanding, to the Series B Account of the Debt Service Fund, an amount sufficient to pay the interest on the Series B Notes on the next succeeding Payment Date;

Eleventh, if no Series A Notes are outstanding, to the Series B Account of the Debt Service Fund, an amount sufficient to pay the principal of any Series B Note that is subject to redemption pursuant to this Note Ordinance on each Payment Date; and

Twelfth, all other remaining money in the PILOTs Account and the EATs Account of the Special Allocation Fund shall annually be declared as surplus and distributed in the manner provided in the TIF Act, as applicable.

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

The City covenants that it shall comply with the Charter of the City of St. Louis, Article XVI, Section 3 for each fiscal year that Project Notes are outstanding and the City official(s) shall request an appropriation of all Available Revenues on deposit in the Special Allocation Fund for application to the payment of the principal of (including, but not limited to, payment of a premium, if any) and interest on the Project Notes.

NOTWITHSTANDING ANY PROVISION HEREIN OR IN THE NOTE ORDINANCE TO THE CONTRARY, THE PROJECT NOTES ARE SUBJECT TO CANCELLATION AND DISCHARGE BY THE CITY IN WHOLE OR IN PART WITHOUT PENALTY UNDER THE CONDITIONS SET FORTH IN SECTION 7.8 OF THE REDEVELOPMENT AGREEMENT.

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

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

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

Project Notes shall be redeemed only in the principal amount of One Thousand Dollars (\$1,000) or any integral multiple thereof. When less than all of the outstanding Project Notes are

to be redeemed and paid prior to maturity, such Project Notes shall be selected by the Finance Officer in One Thousand Dollar (\$1,000) units of face value in such equitable manner as the Finance Officer may determine.

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

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

THE OWNER HEREOF EXPRESSLY AGREES, BY SUCH OWNER'S ACCEPTANCE HEREOF, THAT THE RIGHT TO PURCHASE, TRANSFER, ASSIGN OR NEGOTIATE THIS PROJECT NOTE SHALL BE LIMITED TO PURCHASE, TRANSFER, ASSIGNMENT OR NEGOTIATION TO THE DEVELOPER, A RELATED ENTITY A QUALIFIED INSTITUTIONAL BUYER OR PROJECT LENDER, AS SUCH TERMS ARE DEFINED IN THE NOTE ORDINANCE, AND UPON THE EXECUTION BY THE PROPOSED PURCHASER OR TRANSFEREE OF AN INVESTMENT LETTER IN SUBSTANTIALLY THE FORM OF EXHIBIT C TO THE NOTE ORDINANCE, SIGNED BY THE PROPOSED PURCHASER OR TRANSFEREE, SHOWING THAT THE PROPOSED PURCHASER OR TRANSFEREE IS AN APPROVED INVESTOR. "Approved Investor" is defined in the Note Ordinance, and includes, among others, (a) the Developer or a Related Entity, (b) an "accredited investor" under Rule 501(a) of Regulation D promulgated under the Securities Act of 1933, (c) a "qualified institutional buyer" under Rule 144A promulgated under the Securities Act of 1933 or (d) any general business company or enterprise with total assets in excess of \$50,000,000.

Subject to the limitations of the preceding paragraph, upon surrender thereof at the office of the Finance Officer, the Finance Officer shall transfer or exchange any Project Note for a new Project Note of the same maturity and in the same principal amount as the outstanding principal amount of the Project Note that was presented for transfer or exchange. Any Project Note presented for transfer or exchange shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in a form and with guarantee of signature satisfactory to the Finance Officer, duly executed by the Registered Owner thereof or by the Registered Owner's duly authorized agent.

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

IT IS HEREBY CERTIFIED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of the Project Notes have existed, happened and been performed in due time, form and manner as required by law.
(The remainder of this page is intentionally left blank.)

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

CITY OF ST. LOUIS, MISSOURI

By: _____
Mayor

By: _____
Finance Officer

Attest:
(Seal)

City Register

Approved as to Form:

ASSIGNMENT

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

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

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

Dated: _____.

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

Signature Guaranteed By:

(Name of Eligible Guarantor Institution)

By: _____
Title: _____

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

SCHEDULE A

CERTIFICATE OF AUTHENTICATION

This Project Note is one of the Series 200_-A/B Project Notes described in the within-mentioned Note Ordinance.

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

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

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

EXHIBIT C

Form of Letter of Representations

_____, 20__

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

Re: Not to Exceed \$1,400,000 (plus Issuance Costs) City of St. Louis, Missouri,
Revenue Notes, (City Block 1859 Grand Avenue/Cozens/Evans Area
Redevelopment Project), Series 200_

Ladies and Gentlemen:

This letter is to provide you with certain representations and agreements with respect to the purchase by the undersigned of not to exceed \$1,400,000 (plus Issuance Costs) aggregate principal amount of Revenue Notes, (City Block 1859 Grand Avenue/Cozens/Evans Area Redevelopment Project), Series 200_ (the "Project Notes"), issued by the City of St. Louis, Missouri (the "City"). The Project Notes are secured in the manner set forth in Ordinance No. _____ [Board Bill No. _____] of the City adopted on _____, 2008 (the "Note Ordinance"). The undersigned hereby represents to each of you and agrees with each of you, as follows:

1. The undersigned is an Approved Investor (as defined in the Note Ordinance).
2. The undersigned acknowledges that the City has not made any representation or warranty concerning the accuracy or completeness of any information furnished in connection with the purchase by the undersigned of the Project Notes. Accordingly, the undersigned has not relied upon the City as to the accuracy or completeness of such information. As a sophisticated investor, the undersigned has made its own decision to purchase the Project Notes based solely upon its own inquiry and analysis.
3. The undersigned understands that the Project Notes do not constitute an indebtedness of the City or a loan or credit thereof within the meaning of any constitutional or statutory debt limitation or restriction.
4. The undersigned is familiar with and has counsel who are familiar with the federal and state legislation, rules, regulations and case law pertaining to the transfer and distribution of securities, including, but not limited to, disclosure obligations of the seller

incident to any such transfer or distribution. The undersigned hereby covenants and agrees that the undersigned will not sell, offer for sale, pledge, transfer, convey, hypothecate, mortgage or dispose of the Project Notes or any interest therein in violation of applicable federal or state law or in violation of restrictions on sale, assignment, negotiation or transfer of the Project Notes as set forth in paragraph 6 below.

5. The undersigned is purchasing the Project Notes for its own account for investment (and not on behalf of another) and, other than a contemplated pledge of the Project Notes, has no present intention of reselling the Project Notes or dividing its interest therein. Notwithstanding the foregoing, the undersigned has the right to sell, offer for sale, pledge, transfer, convey, hypothecate, mortgage or dispose of the Project Notes at some future date determined by it, provided that such disposition is not in violation of restrictions on sale, assignment, negotiation or transfer of the Project Notes as set forth in paragraph 6 below.

6. The undersigned acknowledges that the right to sell, assign, negotiate or otherwise transfer the Project Notes shall be limited to Approved Investors (as defined in the Note Ordinance).

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

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

Exhibit D

Financing Agreement

FINANCING AGREEMENT

This FINANCING AGREEMENT (“Agreement”) is made and entered into as of this ___ day of _____, 200_, by and between the CITY OF ST. LOUIS, MISSOURI, a body corporate and political subdivision of the State of Missouri (“City”), the COZENS/MLK/GRAND COMMUNITY IMPROVEMENT DISTRICT, a community improvement district and political subdivision of the State of Missouri (“CID”) and PAGE PARTNERS II, LLC, a Missouri limited liability company (“Developer”).

Recitals

WHEREAS, CID was formed pursuant to Sections 67.1401 to 67.1571 RSMo. (the “CID Act”) and Ordinance No. 67435 of the City to provide for the financing of certain improvements and services to property (collectively, the “CID Project”) within its boundaries (the property within such boundaries being the “District”); and

WHEREAS, pursuant to Resolution No. 2007-005 of the CID and the CID Act, the CID imposed a tax of one percent (1%) upon sales at retail within its boundaries (the “CID Sales Tax”); and

WHEREAS, the CID entered into a Development Agreement dated _____, 2007 (the “CID Agreement”) with Developer, by which the CID agreed to reimburse Developer for certain costs related to the CID Project from proceeds of the CID Sales Tax; and

WHEREAS, the City entered into that certain Redevelopment Agreement dated as of March 30, 2007, between the City and the Developer (as amended and as may be amended from time to time, the “TIF Agreement”), by which the City agreed to reimburse Page Partners II, LLC (“Developer”) for certain costs incurred with respect to that certain “Redevelopment Project” (the “TIF Project”) identified in the Grand Avenue/Cozens/Evans Area TIF Redevelopment Plan, as approved and adopted by Ordinance No. 67301 of the City, by which TIF Agreement the City agreed to issue certain obligations to reimburse the Developer for certain Reimbursable Redevelopment Project Costs (as defined in the TIF Agreement) with respect to the TIF Project; and

WHEREAS, the property benefited by the TIF Project is all located within the District; and

WHEREAS, by this Agreement, the parties hereto desire that, (i) in lieu of issuing obligations to reimburse the Developer for costs related to the CID Project, the CID shall pledge revenues received from the CID Sales Tax to the City to repay certain obligations issued by the City in the amount of up to \$1,400,000 (the “Project Notes”) pursuant to Ordinance No. _____ of the City (the “Note Ordinance”), (ii) the City shall accept such pledge, and (iii) the Developer shall consent to such pledge and issuance in lieu of the issuance of obligations by the CID.

NOW THEREFORE, in consideration of the foregoing, and in exchange for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The CID hereby does pledge all CID Revenues to the repayment of the Project Notes issued by the City pursuant to Ordinance No. _____. "CID Revenues" shall mean the proceeds, after deduction for costs of collection, received by the CID from the imposition of the CID Sales Tax which are not captured as EATs. The pledge of CID Revenues made herein shall terminate on the date which is twenty (20) years from the date of this Agreement.

2. The City hereby accepts the pledge of CID Revenues, and agrees to deposit all CID Revenues into the CID Revenue Fund of the Revenue Fund of the Special Allocation Fund (pursuant to, and as such terms are defined in, the Note Ordinance). The City agrees to apply CID Revenues and other Available Revenues on deposit in the Special Allocation Fund to the repayment of Project Notes, subject to the limits set forth in and as further described in the Note Ordinance, and to otherwise comply with all material terms of the Note Ordinance. The City agrees that it shall not amend the Note Ordinance for the purposes of this Agreement without the consent of the Developer and the CID.

3. The Developer hereby acknowledges and agrees that the City is issuing the Project Notes in fulfillment of its obligations pursuant to the TIF Agreement, and that the CID is entering into this Agreement and pledging the CID Revenues hereunder in fulfillment of its obligations pursuant to the CID Agreement.

4. Capitalized terms used but not otherwise defined herein shall have the meaning set forth for such terms in the Note Ordinance.

5. The parties hereby agree that to the extent of any conflict between the terms of this Agreement and the TIF Agreement or the CID Agreement, the terms of this Agreement shall govern.

6. This Agreement may be executed in one or more counterparts, all of which when taken together shall constitute one and the same instrument.

7. This Agreement shall be deemed and construed for all purposes to have been made in and governed by the laws of the State of Missouri.

8. Neither the City, the CID nor the Developer shall be liable to any of the other for damages or otherwise in the event that this Agreement is declared invalid or unconstitutional in whole or in part by the final judgment of any court of competent jurisdiction, and by reason thereof either the City, the CID or the Developer is prevented from performing any of the covenants and agreements herein. All covenants, stipulations, promises, agreements and obligations of the City, the CID and the Developer shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City, the CID and the Developer and not of any of their governing body members, officers, agents, servants or employees in their individual capacities. No elected or appointed official, employee or representative of the City, the CID or the Developer shall be personally liable to the other party in the event of a default or

breach by any party under this Agreement or for any amount of Project Notes which may become due to any party under the terms of this Agreement.

[Signature pages to follow.]

CITY

CITY OF ST. LOUIS, MISSOURI

By: _____
Francis G. Slay, Mayor

By: _____
Darlene Green, Comptroller

(SEAL)

Parrie May, City Register

Approved as to form:

Patricia Hageman, City Counselor

CID

COZENS/MLK/GRAND
COMMUNITY IMPROVEMENT DISTRICT

By: _____

Name: _____

Its: _____

Date: _____

DEVELOPER

PAGE PARTNERS II, LLC

By: _____

Name: _____

Its: _____

Date: _____