

1 An Ordinance relating to the I-55/Loughborough Redevelopment Project authorizing and
2 directing the Mayor and Comptroller of The City of St. Louis, Missouri (the “*City*”) to execute a
3 First Supplemental Financing Agreement (defined herein), which supplements and amends that
4 certain Financing Agreement (defined herein), by and among the City, the Industrial
5 Development Authority of the City of St. Louis, Missouri (the “*Authority*”) and the
6 Loughborough Commons Community Improvement District (the “*District*”), in connection with
7 the Authority’s Tax Increment and Community Improvement Refunding Revenue Bonds,
8 Series 2017 (Loughborough Commons Redevelopment Project) (the “*Series 2017 Bonds*”),
9 pursuant to which certain TIF Revenues (as defined in the Financing Agreement) and CID
10 Revenues (defined herein) will be assigned for the benefit of said Series 2017 Bonds; authorizing
11 the City to execute certain other documents related thereto, including but not limited to any
12 Continuing Disclosure Agreement, any Escrow Agreement, a Tax Compliance Agreement and
13 any Credit Agreement (all as herein defined); authorizing and directing the taking of other
14 actions as necessary and desirable to carry out and comply with the intent of this ordinance; and
15 containing a severability clause.

16 **WHEREAS**, the City is a body corporate and a political subdivision of the State of
17 Missouri, duly created, organized and existing under and by virtue of its charter, the Constitution
18 and laws of the State of Missouri; and

19 **WHEREAS**, on October 15, 2004, Loughborough Commons, L.L.C., as developer, (the
20 “*Developer*”) submitted to the City a redevelopment plan for a redevelopment project (the
21 “*Redevelopment Project*”) for a redevelopment area at or near Loughborough and South Grand
22 Avenue (the “*Redevelopment Area*”);

1 **WHEREAS**, on December 1, 2004, following a public hearing held on that date, in
2 accordance with the Section 99.800 to 99.865, inclusive, of the Revised Statutes of Missouri, as
3 amended (the “*TIF Act*”), the Tax Increment Financing Commission of the City of St. Louis,
4 Missouri (the “*TIF Commission*”) adopted a resolution approving a redevelopment plan known
5 as the I-55/Loughborough Tax Increment Financing Redevelopment Plan (the “*Redevelopment*
6 *Plan*”) and recommending that the City’s Board of Aldermen: first, approve the Redevelopment
7 Plan; and second, approve and designate the Redevelopment Area as a “redevelopment area” as
8 provided in the TIF Act;

9 **WHEREAS**, on February 28, 2005, after due consideration of the TIF Commission’s
10 recommendations, the City adopted: first, Ordinance No. 66664 designating the Redevelopment
11 Area as a “redevelopment area” as provided in the TIF Act, approving the Redevelopment Plan,
12 and approving the Redevelopment Project described in the Redevelopment Plan, adopting tax
13 increment financing within the Redevelopment Area, and establishing the I-55/Loughborough
14 Special Allocation Fund; and second, Ordinance No. 66670 authorizing the City to enter into a
15 redevelopment agreement (the “*Redevelopment Agreement*”) with the Developer;

16 **WHEREAS**, pursuant to the Redevelopment Agreement, the City and the Developer
17 contemplated that a community improvement district would be created for the purpose of
18 providing tax revenues to fund the construction and maintenance of certain public improvements,
19 as that term is defined in Section 67.1401 to 67.1571, inclusive, of the Revised Statutes of
20 Missouri, as amended (the “*CID Act*”);

21 **WHEREAS**, on March 10, 2006, after due consideration, the City adopted Ordinance
22 No. 67088 authorizing the establishment of the District;

1 **WHEREAS**, the District identified certain public projects to be constructed and
2 maintained (the “*District Projects*”);

3 **WHEREAS**, the District imposed a community improvement district sales tax at a rate
4 not to exceed one percent (1%) to provide sales tax revenues (the “*CID Revenues*” as defined in
5 the Redevelopment Agreement) pursuant to Section 67.1645 of the CID Act for the purpose of
6 providing funds to finance the costs of the District Projects;

7 **WHEREAS**, pursuant to the Redevelopment Plan and Redevelopment Agreement, a
8 portion of the costs of the Redevelopment Project were financed by utilizing tax increment
9 financing in accordance with the TIF Act and by utilizing the CID Revenues in accordance with
10 the CID Act;

11 **WHEREAS**, to finance a portion of the cost of the District Projects, the City previously
12 issued its Taxable Tax Increment Financing Notes (Loughborough Commons Redevelopment
13 Project) Series 2006 in the aggregate principal amount of \$11,000,000, plus costs of issuance
14 (the “*TIF Notes*”),

15 **WHEREAS**, the District issued its (i) Community Improvement District Sales Tax
16 Revenue Note Series 2007 in a principal amount not to exceed \$5,000,000 (the “*Original CID*
17 *Note*”), (ii) Community Improvement District Tax-Exempt Subordinate Community
18 Improvement Revenue Note, Series 2007 in the aggregate principal amount of \$135,000 (the
19 “*Subordinate Series 2007 CID Note*”), and (iii) Community Improvement District Tax-Exempt
20 Subordinate Community Improvement Revenue Note, Series 2008 in the aggregate principal
21 amount of \$7,500 (the “*Subordinate Series 2008 CID Note*,” and collectively with the
22 Subordinate Series 2007 CID Note, the “*Subordinate CID Notes*”), to the Developer in order to

1 reimburse the Developer for costs incurred in connection with the District Projects, in
2 accordance with and pursuant to the CID Act;

3 **WHEREAS**, the Authority has previously issued its Series 2007 Bonds in the aggregate
4 principal amount of \$18,430,000, pursuant to a Trust Indenture dated as of November 1, 2007,
5 between the Authority and UMB Bank, N.A., as trustee (the “*Trustee*”), for the purpose of
6 providing funds to (a) refund the outstanding TIF Notes, (b) refund a portion of the outstanding
7 Original CID Note, (c) fund a debt service reserve fund for the Series 2007 Bonds, and (d) pay
8 the costs of issuing the Series 2007 Bonds;

9 **WHEREAS**, the Authority intends to issue its Tax Increment and Community
10 Improvement Refunding Revenue Bonds, Series 2017 (Loughborough Commons
11 Redevelopment Project) (the “*Bonds*”) pursuant to a First Supplemental Indenture (defined
12 herein), in order to (a) provide funds to refund all of the outstanding Series 2007 Bonds, (b) fund
13 a debt service reserve fund, if necessary, and/or Credit Enhancement (defined herein) for the
14 Bonds, (c) provide funds to refund all or a portion of the Subordinate CID Notes, if necessary,
15 and (e) pay the reasonable expenses incurred by the Authority, the District and the City in
16 connection with the issuance and sale of the Bonds;

17 **WHEREAS**, the City and the District desire to enter into a First Supplemental Financing
18 Agreement, whereby first, the City will remit to the Trustee the proceeds of the TIF Revenues (as
19 defined in the Financing Agreement) and second, the District will remit to the Trustee the
20 proceeds of the CID Revenues; both being deposited for the purpose of paying the principal of
21 and interest on the Bonds;

1 **WHEREAS**, as a condition of the issuance of the Bonds, the City may be required to
2 enter into a Continuing Disclosure Agreement with the dissemination agent named therein for
3 the benefit of the bondholders if necessitated by Rule 15c2-12 of the Securities and Exchange
4 Commission;

5 **WHEREAS**, as a condition of the issuance of the Bonds, the City is required to enter into
6 the Tax Compliance Agreement with the Authority and the Trustee in order to establish and
7 maintain the exclusion on the Bonds from gross income for federal income tax purposes and to
8 provide guidance for complying with the arbitrage rebate provisions of the Internal Revenue
9 Code; and

10 **WHEREAS**, this Ordinance, the First Supplemental Financing Agreement, any
11 Continuing Disclosure Agreement, any Escrow Agreement, any Credit Agreement, the Tax
12 Compliance Agreement, and other related documents promote and protect the health, safety,
13 morals, and welfare of the public by utilizing Bond proceeds to refund the Series 2007 Bonds
14 and refund all or a portion of the Subordinate CID Notes, if necessary.

15 **NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF ST. LOUIS AS**
16 **FOLLOWS:**

17 **Section 1. Definitions.** Capitalized terms used herein and not otherwise defined in this
18 Ordinance or the preambles hereto shall have the meanings ascribed to such terms in the
19 Indenture. As used in this Ordinance, the following words shall be defined as follows:

20 “Board of Aldermen” means the Board of Aldermen of the City.

21 “Bond” or “Bonds” means, collectively, the various series of bonds issued under the
22 Indenture.

1 “City Documents” means a supplement or amendment to the Financing Agreement, a
2 Continuing Disclosure Agreement, if any, an Escrow Agreement, if any, the Tax Compliance
3 Agreement, a Credit Agreement, if any, and such other documents, certificates, and instruments
4 as may be necessary or desirable to facilitate the issuance of the Bonds and to carry out and
5 comply with the intent of this Ordinance.

6 “Credit Agreement” means any agreement by and among the Credit Provider, if any, the
7 Authority, and/or the City providing for Credit Enhancement for the Bonds.

8 “Credit Enhancement” means any letter of credit, liquidity facility, a surety bond, or bond
9 insurance policy or policies, issued by a Credit Provider guaranteeing, providing for, or insuring
10 the payment of all or a portion of the principal of and interest on the Bonds as provided therein.

11 “Credit Provider” means any issuer or issuers of the Credit Enhancement, pursuant to or
12 identified in the First Supplemental Indenture.

13 “Continuing Disclosure Agreement” means any continuing disclosure agreement with
14 respect to the Bonds.

15 “Escrow Agreement” means an escrow trust agreement, if any, among the City, the
16 Authority and the escrow agent provided therein, entered into in connection with the refunding
17 of the Series 2007 Bonds and the refunding of all or a portion of the Subordinate CID Notes, if
18 necessary.

1 “Financing Agreement” means the Financing Agreement dated as of November 1, 2007,
2 as amended and supplemented and as may be further amended and supplemented, including by
3 the First Supplemental Financing Agreement.

4 “First Supplemental Financing Agreement” means the First Supplemental Financing
5 Agreement, by and among the Authority, the City and the District in connection with the Bonds.

6 “First Supplemental Indenture” means the First Supplement to Trust Indenture between
7 the Authority and the Trustee, pursuant to which the Bonds are issued.

8 “Indenture” means the Trust Indenture, dated as of November 1, 2007, between the
9 Authority and the Trustee, as amended and supplemented and as may be further amended and
10 supplemented, including by the First Supplemental Indenture.

11 “Municipal Advisor” means PFM Financial Advisors LLC, the municipal advisor to the
12 City with respect to the Bonds.

13 “Official Statement” means any preliminary official statement or preliminary private
14 placement memorandum, and the related final official statement or final private placement
15 memorandum, as applicable, prepared in connection with the issuance, sale, and delivery of the
16 Bonds.

17 “Tax Compliance Agreement” means the Tax Compliance Agreement entered into by
18 and among the City, the Authority, and the Trustee.

19 “Trustee” means UMB Bank, N.A., St. Louis, Missouri, as trustee or any successor
20 thereto under the Indenture.

1 **Section 2. Negotiated Sale and Official Statement.** The Board of Aldermen hereby
2 finds and determines that it is in the best interest of the City to approve the issuance of the Bonds
3 by the Authority pursuant to the First Supplemental Indenture, if market conditions warrant, in
4 order to (a) provide funds to refund all of the outstanding Series 2007 Bonds, (b) fund a debt
5 service reserve fund, if necessary, and/or provide Credit Enhancement for the Bonds, (c) provide
6 funds to refund all or a portion of the Subordinate CID Notes, if necessary, and (d) pay the
7 reasonable expenses incurred by the Authority, the District and the City in connection with the
8 issuance and sale of the Bonds. The issuance by the Authority of the Bonds, and the sale and
9 delivery thereof through a negotiated sale of the Bonds to the purchaser or purchasers thereof is
10 necessary and desirable for the City. As directed by the City's Comptroller, the Bonds may be
11 sold in a private placement by Stern Brothers & Co., as placement agent, or may be sold in a
12 public offering by an underwriter. The City hereby authorizes and directs the Mayor, the
13 Comptroller, and other appropriate officers, employees and agents of the City to participate in,
14 and cooperate with, the Authority in the preparation of an Official Statement for use in the sale
15 of the Bonds, if such is requested by Stern Brothers & Co. or any underwriter of the Bonds.

16 **Section 3. Authority and Direction to Obtain Credit Enhancement.** The City hereby
17 authorizes and directs the Authority to obtain Credit Enhancement for the Bonds from a Credit
18 Provider that, in the opinion of the underwriter, if any, will achieve an economic benefit for the
19 City if the Bonds are secured by such Credit Enhancement. Any Credit Agreement executed in
20 connection therewith may pledge TIF Revenues and CID Revenues on a parity basis to payment
21 of (i) debt service on the Bonds, and (ii) any amounts due and owing to the Credit Provider under
22 the Credit Agreement. The Mayor and the Comptroller of the City are hereby authorized to

1 approve the terms of any such Credit Agreement, and, with the advice of the City Counselor as
2 to the form thereof, are hereby authorized and directed to execute any such Credit Agreement
3 and other documents in connection therewith as required to obtain any such Credit Enhancement.

4 **Section 4. Authority to Obtain Debt Service Reserve Fund Credit Facility.** Upon
5 the recommendation of the placement agent or underwriters, if any, and the Municipal Advisor,
6 based upon a cost-benefit analysis, the Comptroller is hereby authorized to negotiate, along with
7 the Authority, and approve, the terms of any agreement for a credit facility for any reserve fund
8 with respect to the Bonds and to purchase a credit facility for any reserve fund with respect to the
9 Bonds from one or more recognized providers of credit facilities and if necessary to execute any
10 agreement for a credit facility and other documents therewith as necessary to obtain a credit
11 facility for any reserve fund with respect to the Bonds. The fees payable with respect to any
12 credit facility acquired for any reserve fund for the Bonds shall be payable out of the proceeds
13 thereof as a cost of issuance.

14 **Section 5. Authority and Direction to Execute and Deliver City Documents.** The
15 Board of Aldermen hereby approves, and the Mayor and Comptroller of the City are hereby
16 authorized and directed to execute, on behalf of the City, the City Documents in forms that are
17 (a) consistent with the intent of this Ordinance and as may be necessary, desirable, convenient or
18 proper in order to carry out the matters herein authorized, (b) approved by the Mayor and the
19 Comptroller with the advice of the Municipal Advisor, and (c) approved as to form by the City
20 Counselor, with the respective signatures of such officials thereon to be evidence of the approval
21 of the City. The City Register is hereby authorized and directed to affix the City seal to the City
22 Documents and to attest the same.

1 **Section 6. Severability.** If any section, subsection, sentence, clause, phrase or portion
2 of this Ordinance is held to be invalid or unconstitutional, or unlawful for any reason, by any
3 court of competent jurisdiction, such portion shall be deemed and is hereby declared to be a
4 separate, distinct and independent provision of this Ordinance, and such holding or holdings
5 shall not affect the validity of the remaining portions of this Ordinance.

6 **Section 7. Selection of Municipal Advisor and Other Professionals.** In connection
7 with the Bonds, PFM Financial Advisors LLC is hereby appointed as Municipal Advisor for the
8 transaction. The City hereby designates the City’s Comptroller to select on its behalf such other
9 advisors, counsel and participants to the proposed transaction as are desirable in order to further
10 the purposes of this Ordinance.

11 **Section 8. Further Authority.** The City shall, and the officials, officers, agents and
12 employees of the City are hereby authorized and directed to take such further action and execute
13 such other documents, certificates and instruments as may be necessary or desirable to carry out
14 and comply with the intent of this Ordinance, and to carry out, comply with and perform the
15 duties of the City with respect to the City Documents and the Official Statement, if any.

16 **Section 9. Construction.** In the event of any inconsistency between the provisions of
17 this Ordinance and the provisions of any prior ordinances, the provisions of this Ordinance shall
18 prevail.

19 **Section 10. Governing Law.** This Ordinance shall be governed exclusively by and
20 construed in accordance with the applicable laws of the State of Missouri without reference to its
21 conflict of laws principles.

