

ORDINANCE #68883
Board Bill No. 4

An ordinance recommended by the Board of Estimate and Apportionment authorizing and directing the St. Louis Municipal Finance Corporation (the "Corporation") to issue and sell the Corporation's 1520 Market St. Leasehold Revenue Bonds (City of St. Louis, Missouri, Lessee), Series 2011 (the "Series 2011 Bonds") in an aggregate principal amount not to exceed \$9,250,000, in order to pay and reimburse the City of St. Louis, Missouri (the "City") for costs associated with the acquisition, purchase, construction, installation, or equipping of additions to or expansions of or remodeling or modification or rehabilitation of the real property known as and numbered 1520 Market Street, St. Louis, Missouri 63103 (the "1520 Market St. Property"); authorizing and directing the Corporation to execute and deliver any or all of the First Amended Indenture, the First Amended Base Lease, the First Amended Lease Purchase Agreement, the Tax Compliance Agreement, and the First Amended Deed of Trust (all as defined herein); authorizing the City to execute any or all of the First Amended Base Lease, the First Amended Lease Purchase Agreement, and the Tax Compliance Agreement; authorizing the payment of certain costs of issuance of the Series 2011 Bonds; authorizing and directing the taking of other actions and approval and execution of other documents as necessary or desirable to carry out and comply with the intent hereof; superseding provisions of prior ordinances of the City to the extent inconsistent with the terms hereof; authorizing the Mayor and the Comptroller to enter into a lease agreement with the St. Louis Development Corporation for certain modified, expanded, remodeled, or rehabilitated portions of the 1520 Market Street Property; and containing an emergency clause.

WHEREAS, pursuant to Ordinance Number 67148, the City purchased the 1520 Market St. Property, formerly known as the Abram Building, from moneys in the City's Fund Balance of the General Fund; and

WHEREAS, pursuant to Ordinance Number 67496, the City authorized and directed the Corporation to issue its Abram Building Leasehold Revenue Bonds (City of St. Louis, Missouri, Lessee), Series 2007 in an aggregate principal amount of \$4,000,000 (the "Series 2007 Bonds"), the proceeds of which were used reimburse the City's Fund Balance of the General Fund for the costs of such purchase and to pay other unpaid costs associated with such purchase; and

WHEREAS, the City now desires to acquire, purchase, construct, install, or equip additions to or expansions of or remodeling or modification or rehabilitation of the 1520 Market St. Property (the "Series 2011 Project") for the purpose, among others, of entering into a lease agreement for certain modified, expanded, remodeled, or rehabilitated portions thereof (the "SLDC Lease") with the St. Louis Development Corporation ("SLDC"); and

WHEREAS, the City has determined that it is in the best interest of the City to direct the Corporation to issue and sell the Series 2011 Bonds to reimburse and fund the costs of the Series 2011 Project; and

WHEREAS, it is necessary and desirable in connection with the issuance of the Series 2011 Bonds for the City and/or the Corporation to execute and deliver certain documents and take certain other actions as herein provided.

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

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

"Additional Rentals" shall have the meanings ascribed to such term in the Lease Purchase Agreement.

"Base Lease" means the Original Base Lease, as may be amended and supplemented by the First Amended Base Lease, and as may be further amended and supplemented in accordance with the terms thereof.

"Bonds" means the Series 2007 Bonds and the Series 2011 Bonds, and any and all other bonds issued by the Corporation pursuant to and under the Indenture.

"City Documents" means any or all of the First Amended Base Lease, the First Amended Lease Purchase Agreement, and the Tax Compliance Agreement, and such other documents, certificates, and instruments as may be necessary or desirable to facilitate the issuance of the Series 2011 Bonds and to carry out and comply with the intent of this Ordinance.

"Corporation Documents" means any or all of the First Amended Indenture, the First Amended Base Lease, the First Amended Lease Purchase Agreement, the First Amended Deed of Trust, and the Tax Compliance Agreement, and such other documents, certificates, and instruments as may be necessary or desirable to facilitate the issuance of the Series 2011 Bonds and to carry out and comply with the intent of this Ordinance.

“Deed of Trust” means the Original Deed of Trust, as may be amended and supplemented by the First Amended Deed of Trust, and as may be further amended and supplemented in accordance with the terms thereof.

“Financial Advisor” means Public Financial Management, Inc., the financial advisor to the City with respect to the Series 2011 Bonds.

“First Amended Base Lease” means any supplement to, amendment or, or restatement of the Original Base Lease entered into pursuant to the provisions of the Original Base Lease and the Original Indenture, in connection with the issuance of the Series 2011 Bonds.

“First Amended Deed of Trust” means any amendment, change, modification, or restatement of the Original Deed of Trust entered into pursuant to the provisions of the Original Deed of Trust, in connection with the issuance of the Series 2011 Bonds.

“First Amended Indenture” means any supplement to, amendment of, or restatement of the Original Indenture entered into pursuant to the provisions of the Original Indenture, pursuant to which the Series 2011 Bonds may be issued.

“First Amended Lease Purchase Agreement” means any supplement to, amendment of, or restatement of the Original Lease Purchase Agreement entered into pursuant to the provisions of the Original Lease Purchase Agreement and the Original Indenture, in connection with the issuance of the Series 2011 Bonds.

“Indenture” means the Original Indenture, as may be amended and supplemented by the First Amended Indenture, and as may be further amended and supplemented in accordance with the terms thereof.

“Lease Purchase Agreement” means the Original Lease Purchase Agreement, as may be amended and supplemented by the First Amended Lease Purchase Agreement, and as may be further amended and supplemented in accordance with the terms thereof.

“Original Base Lease” means the Base Lease between the City, as lessor, and the Corporation, as lessee, dated as of June 1, 2007, pursuant to which the City has conveyed a leasehold interest in the Property to the Corporation.

“Original Deed of Trust” means the Leasehold Deed of Trust, Security Agreement, and Fixture Filing executed by the Corporation, dated as of June 1, 2007, granting a mortgage to the Trustee on the Corporation’s interest in the Property in order to secure the Corporation’s obligations under the Indenture.

“Original Indenture” means the Trust Indenture by and between the Corporation and the Trustee, dated as of June 1, 2007, pursuant to which the Series 2007 Bonds were issued.

“Original Lease Purchase Agreement” means the Lease Purchase Agreement between the Corporation, as lessor, and the City, as lessee, dated as of June 1, 2007, pursuant to which the Corporation has conveyed a leasehold interest in the Property to the City, and the City has leased the Property, together with any improvements thereon, from the Corporation and agreed to pay Rentals and Additional Rentals, subject to annual appropriation, equal to the principal and interest due on the Bonds.

“Property” means the 1520 Market St. Property and associated real and personal property as described in the Lease Purchase Agreement, together with any improvements constructed thereon, including the Series 2011 Project.

“Purchaser” means JPMorgan Chase Bank, N.A., as purchaser of the Series 2011 Bonds.

“Rentals” shall have the meanings ascribed to such term in the Lease Purchase Agreement.

“Series 2007 Bonds” means the Abram Building Leasehold Revenue Bonds (City of St. Louis, Missouri, Lessee), Series 2007 issued by the Corporation in an aggregate principal amount of \$4,000,000.

“Series 2011 Bonds” means the Series 2011 Bonds authorized pursuant to the Indenture.

“Series 2011 Project” means the acquisition, purchase, construction, installation, or equipping of additions to or expansions of or remodeling or modification or rehabilitation of the 1520 Market St. Property.

“SLDC” means the St. Louis Development Corporation.

“SLDC Lease” means the lease agreement by and between the City and SLDC for certain modified, expanded, remodeled, or rehabilitated portions of the 1520 Market Street Property.

“Tax Compliance Agreement” means the Tax Compliance Agreement entered into by and among the City, the Corporation, and the Trustee, in connection with the issuance of the Series 2011 Bonds.

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

Section 2. Findings and Determinations. The Board of Aldermen hereby finds and determines that it is necessary and in the best interests of the City:

(a) to authorize and direct the Corporation to issue the Series 2011 Bonds (i) to reimburse the City and pay for costs associated with the Series 2011 Project, and (ii) to pay reasonable expenses incurred by the Corporation and the City in connection with the issuance and sale of the Series 2011 Bonds;

(b) to authorize and direct the Corporation to enter into a negotiated sale of the Series 2011 Bonds to the Purchaser; and

(c) to authorized the Mayor and Comptroller to enter into the City Documents and the SLDC Lease agreement.

Section 3. Authority and Direction to Issue the Series 2011 Bonds. The City hereby authorizes and directs the Corporation to issue the Series 2011 Bonds in an aggregate principal amount not to exceed \$9,250,000 on behalf of the City for the purposes set forth in Section 2 hereof. The Series 2011 Bonds (i) shall have a final maturity not more than 10 years from their date of issuance, and (ii) shall bear interest at such fixed interest rate or rates as the City reasonably expects will achieve an economic benefit to the City. The terms and provisions of the Series 2011 Bonds shall be as provided in the Indenture.

Section 4. Limited Obligations. The Series 2011 Bonds and the interest thereon shall be limited obligations payable by the Corporation solely from (i) proceeds of the Series 2011 Bonds, and (ii) Rentals and Additional Rentals received from the City by the Corporation, or by the Trustee on behalf of the Corporation, and reasonably expected to be used to pay debt service on the Series 2011 Bonds pursuant to the Lease Purchase Agreement. The Bonds and the interest thereon do not and shall not constitute an indebtedness of the City or the State of Missouri or any instrumentality thereof within the meaning of any constitutional or statutory debt limitation or restriction. The obligation of the City to make payments of Rentals and Additional Rentals and other amounts under the Lease Purchase Agreement is subject to annual appropriation as provided therein. Neither the obligation of the City to make such payments under the Lease Purchase Agreement nor the Bonds does or shall constitute a debt of the City. The issuance of the Series 2011 Bonds will not directly or contingently obligate the City to make any payments beyond those appropriated for its then current fiscal year.

Section 5. Authority and Direction to Execute and Deliver Corporation Documents. In connection with the issuance of the Series 2011 Bonds, the City hereby authorizes and directs the Corporation to execute and deliver the Corporation Documents, in forms that are consistent with the provisions of this Ordinance, and as such Corporation Documents are approved by the City Counselor and, with the advice of the Financial Advisor, the appropriate officers of the Corporation executing such documents, with the respective signatures of such officers thereon to be evidence of the approval of the Corporation.

Section 6. Authority and Direction to Sell the Series 2011 Bonds in a Negotiated Sale. In connection with the issuance of the Series 2011 Bonds, the City hereby authorizes and directs the Corporation to negotiate the sale thereof with the Purchaser, subject to the provisions of this Ordinance.

Section 7. Authority and Direction to Execute and Deliver City Documents. The City hereby authorizes and directs the Mayor and the Comptroller of the City to execute and deliver the City Documents in forms that are consistent with the provisions of this Ordinance, as such City Documents are approved by the Mayor and the Comptroller with the advice of the Financial Advisor, and as are approved as to form by the City Counselor, with the respective signatures of such officials thereon to be evidence of the approval of the City; and the Register of the City is hereby authorized and directed to affix the corporate seal of the City to the City Documents and to attest the same.

Section 8. Authority and Direction to Execute SLDC Lease. The City hereby authorizes and directs the Mayor and the Comptroller of the City to execute and deliver the SLDC Lease in a form that is consistent with the provisions of this Ordinance, as such SLDC Lease is approved by the Mayor and the Comptroller, and as is approved as to form by the City Counselor, with the respective signatures of such officials thereon to be evidence of the approval of the City; and the Register of the City is hereby authorized and directed to affix the corporate seal of the City to the SLDC Lease and to attest the same.

Section 9. Further Authority. The Mayor, the Comptroller, the Treasurer (as to permitted investments only), the Register, and other appropriate officers, agents, and employees of the City are hereby authorized to take such further actions and execute such other documents as may be necessary or desirable to carry out and comply with the intent of this Ordinance, and to carry out, comply with and perform the duties of the City with respect to the City Documents.

Section 10. Superseding of Inconsistent Provisions. The provisions of this Ordinance hereby amend any provision of any ordinance of the City inconsistent with the terms hereof, but only to the extent of such inconsistency.

Section 11. Emergency Clause. The passage of this Ordinance shall be and is hereby declared to be an emergency measure within the meaning of Article IV, Sections 19 and 20, of the Charter of the City of St. Louis, and, as such, this Ordinance shall take effect immediately upon its approval by the Mayor.

Approved: May 25, 2011

**ORDINANCE #68884
Board Bill No. 5**

An Ordinance to provide for the borrowing of funds in anticipation of the collection of tax payments levied by the City of St. Louis, Missouri for deposit in its General Revenue Fund for the calendar year ending December 31, 2011, and remaining uncollected and other revenues remaining to be collected and deposited in the General Revenue Fund for fiscal year ending June 30, 2012, all such revenues for the General Revenue Fund in the Treasury of the City of St. Louis, Missouri through the issuance by the City of St. Louis, Missouri of its Tax and Revenue Anticipation Notes, and the acquiring of credit enhancement, if necessary, in order to lower the cost of such borrowing; prescribing the form and details of such Notes; authorizing and approving certain documents and other actions; and containing an emergency clause.

WHEREAS, it now appears and the Board of Aldermen of The City of St. Louis, in the State of Missouri (the "City"), so finds that the estimate of the total receipts of taxes levied by the City for deposit in its General Revenue Fund for the calendar year ending December 31, 2011, and remaining uncollected and other revenues remaining to be collected and deposited in the General Revenue Fund in the fiscal year ending June 30, 2012 is Four Hundred Forty-Nine Million Five Hundred Eighty Four Thousand Dollars (\$449,584,000); and

WHEREAS, there have become and will become due and payable on and prior to the 31st day of December, 2011, expenses and obligations of the City, payable from the General Revenue Fund, aggregating not less than the sum of Two Hundred Forty-Seven Million Nine Hundred Eighty Thousand Dollars (\$247,980,000); and

WHEREAS, it is the opinion of this Board of Aldermen, and this Board of Aldermen so finds, that sufficient taxes will be collected from the delinquent taxes for the year 2010 and years prior thereto, together with the taxes levied by the City for deposit in its General Revenue Fund for the calendar year ending December 31, 2011 and remaining uncollected and other revenues remaining to be collected and deposited in the City's General Revenue Fund for the City's fiscal year ending June 30, 2012, to provide for such expenditures; and

WHEREAS, this Board of Aldermen finds that sufficient funds are not and will not be available in the General Revenue Fund in the Treasury of the City on or prior to the 31st day of December, 2011, to pay all of such legal obligations chargeable to the General Revenue Fund as they will become due and payable on and prior to such date and to maintain reasonable reserves in the General Revenue Fund; and

WHEREAS, the Comptroller of the City has informed this Board of Aldermen that a cash flow deficiency amounting to a sum in excess of Sixty-Nine Million Dollars (\$69,000,000) may be anticipated in the aforesaid General Revenue Fund at a time or times during the remainder of the aforesaid calendar year 2011; and

WHEREAS, this Board of Aldermen deems it desirable to maintain a reasonable reserve in the General Revenue Fund at all times during the fiscal year ending June 30, 2012; and

WHEREAS, this Board of Aldermen is authorized, under and by the Charter of The City of St. Louis (the "Charter") and the laws of the State of Missouri, to borrow funds in anticipation of the collection of the sums to be derived from City taxes levied by the City for deposit in its General Revenue Fund for the calendar year ending December 31, 2011 and remaining uncollected and other revenues remaining to be collected and deposited in the City's General Revenue Fund for the City's fiscal year ending June 30, 2012, provided the amount of such loans at no time shall exceed this Board of Aldermen's estimate of the receipts of taxes levied

by the City for deposit in its General Revenue Fund for the calendar year ending December 31, 2011 and remaining uncollected and other revenues remaining to be collected and deposited in the City's General Revenue Fund for the City's fiscal year ending June 30, 2012; and

WHEREAS, this Board of Aldermen is authorized, under and by such Charter and other relevant laws to determine the amount of such loans and the terms thereof and to execute and issue notes of the City for all funds so borrowed to the lenders thereof as evidence of such loans and of the terms of the City's obligation to repay the same; and

WHEREAS, this Board of Aldermen does now find and determine that it is necessary and advisable that the City proceed to borrow a sum not to exceed Seventy Five Million Dollars (\$75,000,000) in anticipation of the collection of the taxes levied by the City for deposit in its General Revenue Fund for the calendar year ending December 31, 2011 and remaining uncollected and other revenues remaining to be collected and deposited in the City's General Revenue Fund for the City's fiscal year ending June 30, 2012, in order to maintain a reasonable reserve in, and to provide funds with which to pay and discharge the expenses and obligations properly payable from the General Revenue Fund of the City in the fiscal year ending June 30, 2012, which expenses and obligations will become due and payable on and prior to the 31st day of December 2011, but for the payment and discharge of which it is hereby estimated that funds will not be available otherwise in such General Revenue Fund; and

WHEREAS, no funds heretofore have been borrowed in anticipation of the collection of such taxes and revenues; and

WHEREAS, this Board of Aldermen does now find and determine that such sum of Seventy Five Million Dollars (\$75,000,000) will not exceed the aforesaid estimate of the receipts of taxes levied by the City for deposit in its General Revenue Fund for the calendar year ending December 31, 2011 and remaining uncollected and other revenues remaining to be collected and deposited in the City's General Revenue Fund for the City's fiscal year ending June 30, 2012; and

WHEREAS, to the end that such sum may be borrowed for such purpose, it is necessary that this Board of Aldermen shall determine the terms and other incidents of such borrowing; and

WHEREAS, this Board of Aldermen hereby finds and determines that credit enhancement (guaranteeing the payment when due of the principal of and interest on the notes issued to evidence the loan hereinafter authorized) may be necessary to improve the marketability of such notes and may decrease the net interest cost of such loan to the City; and

WHEREAS, this Board of Aldermen hereby finds and determines that it is in the best interests of the City that the City issue its tax and revenue anticipation notes payable from the General Revenue Fund, Series 2011 (the "Notes") in order to ease the City's cash flow difficulties for the current calendar year; and

WHEREAS, this Board of Aldermen authorizes the City, upon the approval of the Board of Estimate and Apportionment, to issue the Notes; and

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

SECTION 1. Definitions. Capitalized terms used in this Ordinance and not otherwise defined in this Ordinance shall be as defined in preambles hereto or in the Indenture (as defined below).

SECTION 2. Findings, Determinations and Declarations. The findings, determinations and declarations set forth in the preambles hereto are incorporated herein by this reference. In addition, the Board of Aldermen hereby finds, determines and declares as follows:

- (a) The issuance of the Notes, the sale and delivery thereof through a negotiated sale to certain underwriters and the use of the proceeds thereof as set forth in this Ordinance is necessary and desirable for the use and benefit of the City.
- (b) In approving the issuance of the Notes and the sale and delivery thereof, it is the intention of the Board of Aldermen, that:
 - (i) the aggregate principal amount of the Notes shall not exceed the amount set forth in this Ordinance; and
 - (ii) no additional notes, bonds or other obligations of any kind or description for such purpose shall be issued or sold without authorization by a subsequent City ordinance; and

- (iii) this Ordinance authorizes the issuance and sale of the Notes only.
- (c) It is necessary and appropriate in connection with the issuance of the Notes that the City agrees to carry out the provisions set forth in the Indenture.

SECTION 3. Authorization of Borrowing. In order to maintain a reasonable reserve in, and to provide funds with which to pay and discharge the expenses and obligations properly payable from the General Revenue Fund in the Treasury of the City for the fiscal year ending June 30, 2012, which expenses and obligations will become due and payable on and prior to the 31st day of December, 2011, but for the payment and discharge of which it is estimated that funds will not be available otherwise in the General Revenue Fund, a principal sum not to exceed Seventy Five Million Dollars (\$75,000,000), such principal sum to be determined by the Mayor and the Comptroller and evidenced by the execution of the Note Purchase Agreement, shall, upon approval of the Board of Estimate and Apportionment, be borrowed by the City for such deposit in the General Revenue Fund within the Treasury of the City in anticipation of the revenues derived from taxes levied by the City for deposit in its General Revenue Fund for the calendar year ending December 31, 2011 and remaining uncollected and other revenues remaining to be collected in the City's General Revenue Fund for the City's fiscal year ending June 30, 2012.

SECTION 4. Authorization of Notes. Upon approval by the Board of Estimate and Apportionment, the borrowing shall be evidenced by the Notes to be designated "Tax and Revenue Anticipation Notes Payable from the General Revenue Fund, Series 2011," numbered from one upward, of the denomination of Five Thousand Dollars (\$5,000) and any integral multiple thereof. The Notes shall bear interest on either a variable or fixed rate basis at a rate not to exceed ten percent (10%) per annum, as may be determined by the Mayor and Comptroller, subject to the interest rate and par value limitations set forth in Chapter 108.170, Missouri Revised Statutes, as amended, computed on the basis of a three hundred sixty (360) day year comprised of twelve (12) thirty (30) day months, payable on the date of maturity of the Notes. The Notes shall be dated as of the date of original issue, and shall mature less than three hundred sixty-four (364) days from the date of original issue with final terms as set forth in the Indenture. The Notes shall be payable, both as to principal and interest, in lawful money of the United States at UMB Bank, N.A., as Registrar and Paying Agent (the "Registrar and Paying Agent"), in The City of St. Louis, State of Missouri.

SECTION 5. Book-Entry System; Appointment of Registrar and Paying Agent. The Notes shall be issuable as book entry notes in the form of fully registered Notes, without coupons, and the Registrar and Paying Agent may treat the person in whose name any Note is registered on the note register as the absolute owner thereof for all purposes and payment of or on account of the principal of or interest on any Note shall be made only to or upon the order of the registered owner thereof or his/her legal representative, and the City and the Registrar and Paying Agent shall not be affected by any notice to the contrary.

UMB Bank, N.A., in the City of St. Louis, State of Missouri, is hereby appointed Registrar and Paying Agent for the Notes. With respect to all Notes registered in the name of The Depository Trust Company or its nominee, the City and the Registrar and Paying Agent shall recognize The Depository Trust Company or its nominee as the owner of the Notes for all purposes under this Ordinance and the Indenture.

SECTION 6. Equality of Benefits, Protection and Security. The covenants and agreements of the City contained herein, in the Indenture and in the Notes and any related document (including, without limitation, the pledge contained in Section 11 hereof) shall be for the equal benefit, protection and security of: (a) the holders of any or all of the Notes, all of which Notes shall be of equal rank and without preference or priority of one Note over any other Note in the application of the funds hereinafter pledged to the payment of the principal of and the interest on the Notes, or otherwise; and (b) the bank, banking institution, insurance company or other provider of credit enhancement, if any, selected by the Mayor and the Comptroller of the City pursuant to Section 13 hereof (collectively, the "Provider") after payment in full by the Provider of the principal of and interest on the Notes pursuant to any credit enhancement agreement (collectively, the "Credit Enhancement") and any related Reimbursement Agreement (the "Reimbursement Agreement") as authorized by Section 13 of this Ordinance.

SECTION 7. Execution of Notes. All Notes issued hereunder shall be executed on behalf of the City by the manual or facsimile signatures of the Mayor, the Comptroller and the Treasurer, and approved as to form by the City Counselor and attested by the manual or facsimile signature of the Register of the City, under the manual or facsimile corporate seal of the City.

SECTION 8. Form of Notes. The Notes and the certificates to be endorsed thereon shall be in substantially the form and executed in the manner as hereinafter set forth, with such changes therein as may be required by the Indenture with such modifications as appropriate relating to determination of whether to utilize credit enhancement, consistent with this Ordinance, all as approved by the officials executing the same:

UNITED STATES OF AMERICA
STATE OF MISSOURI
THE CITY OF ST. LOUIS
 _____ %
TAX AND REVENUE ANTICIPATION NOTE
PAYABLE FROM THE GENERAL REVENUE FUND
SERIES 2011

\$ _____

No. _____

CUSIP: _____

Registered Owner: _____

The City of St. Louis, in the State of Missouri (the "City"), for value received, hereby promises to pay to the Registered Owner specified above or registered assigns, on the _____ day of June, 2012, the sum of _____ Dollars (\$ _____), in lawful money of the United States of America, but only out of money in the Treasury of the City standing to the credit of the General Revenue Fund, together with interest thereon from the date hereof until the principal hereof shall have been paid, at the rate of _____ percent (_____%) per annum, computed on the basis of a three hundred sixty (360) day year, comprised of twelve (12) thirty (30) day months. Both principal of and interest on this Note are payable upon presentation and surrender at UMB Bank, N.A., as registrar and paying agent (the "Registrar and Paying Agent"), in The City of St. Louis, State of Missouri, to the person in whose name this Note is registered on the note register on the Business Day immediately preceding the maturity date thereof.

This Note and the series of which it is one are authorized to be issued by the City in anticipation of the collection of the taxes levied by the City for deposit in its General Revenue Fund for the calendar year ending December 31, 2011 and remaining uncollected and other revenues remaining to be collected in the City's General Revenue Fund for the City's fiscal year ending June 30, 2012 and are issued under and pursuant to the Charter of the City and the laws of the State of Missouri and pursuant to Ordinance No. _____ adopted by the Board of Alderman of the City on _____, 2011 and approved by the Mayor of the City on _____, 2011 (the "Ordinance") and an Indenture of Trust dated as of July 1, 2011 (the "Indenture"), between the City and the Registrar and Paying Agent, as Trustee.

The obligations evidenced by this Note and the series, numbered from one upward, of which it is a part (the "Notes"), constitute obligations for a like amount of money borrowed by the City for the General Revenue Fund in anticipation of the collection of the revenues to be derived from taxes levied by the City for deposit in its General Revenue Fund for the calendar year ending December 31, 2011 and remaining uncollected and other revenues remaining to be collected in the City's General Revenue Fund for the City's fiscal year ending June 30, 2012 and constitute a first charge upon the incoming taxes and revenues for such General Revenue Fund for such fiscal year ending June 30, 2012.

The Notes are valid and binding, special, limited obligations of the City payable solely out of and secured by a pledge of the taxes levied by the City for deposit in its General Revenue Fund for the calendar year ending December 31, 2011 and remaining uncollected and other revenues remaining to be collected in the City's General Revenue Fund for the City's fiscal year ending June 30, 2012. The Notes and the interest thereon do not constitute an indebtedness of the City, the State of Missouri or any political subdivision thereof, and the Notes do not constitute an indebtedness within the meaning of any constitutional or statutory limitation upon the incurring of indebtedness.

This Note may be transferred only upon the note register upon surrender hereof to the Registrar and Paying Agent duly endorsed for transfer or accompanied by an assignment duly executed by the registered owner or his/her attorney or legal representative in such form as shall be satisfactory to the Registrar and Paying Agent.

The City may cause to be delivered to the Registrar and Paying Agent credit enhancement (the "Credit Enhancement") issued by the selected Credit Enhancement provider (if utilized) (the "Provider"). The Registrar and Paying Agent shall be entitled under the Credit Enhancement to receive an amount sufficient to pay the principal of the Notes and the interest due thereon.

Upon the occurrence of the events set forth in that certain agreement (the "Reimbursement Agreement") between the City and the Provider, payment of the principal of and interest on the Notes may be accelerated by declaration made by the Provider to the City and the Registrar and Paying Agent.

Reference is made hereby to the Ordinance, the Indenture, the Reimbursement Agreement (if utilized) and the Credit Enhancement (if utilized), conformed copies of which are being held by the Registrar and Paying Agent, for the provisions, among others, with respect to the nature and extent of the rights, duties and obligations of the City, the Registrar and Paying Agent, the Provider (if utilized) and the holders of the Notes. The holder of this Note, by acceptance hereof, is deemed to have agreed and consented to the terms and provisions of the Ordinance, the Indenture, the Reimbursement Agreement (if utilized) and the Credit Enhancement (if utilized). The holder of this Note, by acceptance hereof, shall have no right to enforce the provisions of the Ordinance, the Indenture, the Reimbursement Agreement (if utilized) or the Credit Enhancement (if utilized), to institute action to enforce the covenants contained in those documents, to take any action with respect to any failure to perform any act hereinabove set forth, or to institute, appear in, or defend any suit or other proceeding with respect thereto.

It is hereby certified, warranted and represented that all acts, conditions and things required to be done, to happen and to exist, precedent to and in the issuance of this Note and the series of which it is a part, in order to make the same legal, valid and binding special, limited obligations of the City, have been done, have happened and do exist in proper form, time and manner, as required by law; that the aggregate principal amount of the borrowing evidenced by this Note and the series of which it is a part does not exceed the estimate of the receipts of taxes levied by the City for deposit in its General Revenue Fund for the calendar year ending December 31, 2011 and remaining uncollected and other revenues remaining to be collected in the City's General Revenue Fund for the City's fiscal year ending June 30, 2012 or an amount which would alter the tax-exempt status of the interest on this Note; and that the proceeds of the taxes levied and collected in such fiscal year and other revenues for the General Revenue Fund, or so much thereof as may be necessary, and the proceeds of such taxes and revenues are hereby irrevocably pledged to the payment of this Note and the other Notes of which it is a part and the interest to accrue thereon.

IN TESTIMONY WHEREOF, The City of St. Louis, in the State of Missouri, has caused this Note to be executed on its behalf by the manual or facsimile signatures of the Mayor, the Comptroller and the Treasurer and, approved as to form by the City Counselor and attested by the manual or facsimile signature of the Register of the City, under the manual or facsimile corporate seal of the City, this ____ day of July, 2011.

THE CITY OF ST. LOUIS, MISSOURI

Francis G. Slay, Mayor

Darlene Green, Comptroller

Larry Williams, Treasurer

Attest:

Parrie L. May, Register

(SEAL)

Approved as to form:

City Counselor

(FORM OF ASSIGNMENT)

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

_____,
(Please Print or Typewrite Name, Address and Social Security Number or Taxpayer Identification Number of Transferee)

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

Reimbursement Agreement remain unpaid should that Provider not be reimbursed promptly or fully for the payment of such principal and interest when due. To the extent that the Mayor and the Comptroller determine not to obtain the Credit Enhancement, then all references to the Credit Enhancement, the Provider and the Reimbursement Agreement shall be deemed to be omitted from this Ordinance.

SECTION 14. Purpose of the Notes. The Notes herein authorized to be issued shall be prepared and executed to provide funds with which to meet and discharge the obligations of the General Revenue Fund in the Treasury of the City as such obligations accrue from time to time.

SECTION 15. Deposit and Use of Proceeds of the Notes. The proceeds received from the sale and delivery of the Notes shall be deposited immediately in the Treasury of the City to the credit of the General Revenue Fund, and the amount so credited, or so much thereof as may be necessary, shall be used and expended only in payment of the expenses and obligations properly payable from such General Revenue Fund for the fiscal year ending June 30, 2012, which have and will become due and payable on or prior to the 31st day of December, 2011.

SECTION 16. Establishment of Sinking Fund. In order to assure the availability of adequate funds on the maturity date of the Notes, to pay the Notes or, if applicable, to reimburse the Provider as contemplated by any Reimbursement Agreement, the Comptroller of the City is hereby directed to set aside (into a separate and distinct account called the "Tax and Revenue Anticipation Notes of 2011 Sinking Fund") on her books, out of the incoming taxes levied by the City for deposit in its General Revenue Fund for the calendar year ending December 31, 2011 and remaining uncollected and other revenues remaining to be collected in the City's General Revenue Fund for the City's fiscal year ending June 30, 2012, the sum of Fifteen Million Dollars (\$15,000,000) on or before April 30, 2012, the additional sum of Twenty Million Dollars (\$20,000,000) on or before May 31, 2012, and the remainder of the principal outstanding on or before the maturity date of the Notes, plus the interest which then will be due on all of such Notes on the maturity date of the Notes. Any sums on deposit in such Sinking Fund may be invested and reinvested by the Treasurer of the City.

SECTION 17. Authorization of Payment of Fees. The Registrar and Paying Agent shall be paid the usual and customary fees for its services in connection herewith, which fees shall be paid from the General Revenue Fund in the Treasury of the City, the amount of which fees shall be subject to approval by the Comptroller of the City.

SECTION 18. Tax Law Compliance. The Internal Revenue Code of 1986, as amended, imposes various requirements to maintain the exclusion from gross income for federal income tax purposes of interest on the Notes. Some of these requirements may be complied with only after the issuance of the Notes, and failure so to comply could cause interest on the Notes to be included in gross income for federal income tax purposes retroactive to the date of issuance. The City hereby covenants to comply with all such requirements.

SECTION 19. Approval of Documents.

(a) **Notes.** The Note form, as provided in Section 8 herein, is hereby approved on behalf of the City. The proper officials of the City are hereby authorized and directed to execute and deliver the Notes on behalf of the City in the manner provided in this Ordinance and the Indenture in such form and with such changes, modifications or completions thereof, not inconsistent with the provisions of this Ordinance, as the City officials executing the same shall approve, and the signatures of the City officials executing the same shall be conclusive as to their approval of such changes, modifications or completions on behalf of the City. If any of the officials who shall have signed or sealed any of the Notes shall cease to be such officials of the City before the Notes so signed and sealed have been actually authenticated by the Treasurer, or delivered by the City, such Notes nevertheless may be authenticated, issued and delivered with the same force and effect as though the person or persons who signed or sealed such Notes had not ceased to be such official or officials of the City; and any such Notes also may be signed and sealed on behalf of the City by those persons who, at the actual date of the execution of such Notes, shall be the proper officials of the City, although at the date of such Notes any such person shall not have been such official of the City.

(b) **Indenture.** The Indenture, in the form attached hereto as EXHIBIT A, is hereby approved on behalf of the City. The Mayor, the Comptroller, the Treasurer and other appropriate officials of the City, with the approval as to form by the City Counselor and after approval of the Board of Estimate and Apportionment, are hereby authorized and directed to execute and deliver the Indenture in such form and with such changes, modifications or completions thereof, not inconsistent with the provisions of this Ordinance, as the City officials executing the same shall approve, and the Register is hereby authorized and directed to affix the corporate seal of the City thereto and to attest the same, and the signatures of the City officials executing the same shall be conclusive as to their approval of such changes, modifications or completions on behalf of the City.

(c) **Note Purchase Agreement.** The Mayor, the Comptroller, the Treasurer, and other appropriate officials of the City, with the approval as to form by the City Counselor, are hereby authorized and directed to execute and deliver the Note Purchase

Agreement, in such form not inconsistent with the provisions of this Ordinance, as the City officials executing the same shall approve, and to take such further actions and to execute and deliver such other documents as are required by the City thereunder with the signature of the City officials executing the same to be conclusive of such approval by the City.

(d) **Official Statement.** The Mayor, the Comptroller, the Treasurer and other appropriate City officials are hereby authorized and directed to participate in the preparation of the preliminary official statement and the final official statement for the issuance and sale of the Notes and are further authorized and directed to execute and deliver such documents with their signature thereon to be conclusive of such approval by the City.

(e) **The Note Documents.** The Mayor, the Comptroller, the Treasurer, and other appropriate officials of the City, with the approval as to form by the City Counselor and after approval of the Board of Estimate and Apportionment, are hereby authorized to execute and deliver the Note documents, including a Reimbursement Agreement, if required, in such form not inconsistent with the provisions of this Ordinance, as the City officials executing the same shall approve, and the Register is hereby authorized to affix the corporate seal of the City thereon and to attest the same, and the signatures of the City officials executing the same shall be conclusive as to their approval of such document on behalf of the City.

(f) **The Continuing Disclosure Certificate.** The Continuing Disclosure Certificate, in the form attached hereto as EXHIBIT B, is hereby approved on behalf of the City. The Mayor, the Comptroller, the Treasurer, and other appropriate officials of the City, with the approval as to form by the City Counselor and after approval of the Board of Estimate and Apportionment, are hereby authorized and directed to execute and deliver the Continuing Disclosure Certificate in such form and with changes, modifications or completions thereof, not inconsistent with the provisions of this Ordinance, as the City officials executing the same shall approve, and the signatures of the City officials executing the same shall be conclusive as to their approval of the Continuing Disclosure Certificate by the City.

(g) **Tax Documents.** The Mayor, the Comptroller, the Treasurer and other appropriate officials of the City with the approval as to form by the City Counselor, and other appropriate City officials are authorized and directed to execute and deliver the Tax Documents in such forms, not inconsistent with the provisions of this Ordinance, as the City officials executing the same may approve, with such changes, modifications or completions thereof, as the Mayor, the Comptroller and the Treasurer, with the approval as to form by the City Counselor, shall approve, and the Register is hereby authorized and directed to affix the corporate seal of the City thereto and to attest the same, and the signatures of the City officials executing the same shall be conclusive as to their approval of such documents on behalf of the City.

SECTION 20. Appointment of Disbursing Agent. The Board of Aldermen hereby appoints the Trustee under the Indenture to act as disbursing agent on behalf of the City, and in such capacity, to receive, hold, invest and disburse the proceeds of the Notes on behalf of the City in accordance with the Indenture.

SECTION 21. Further Action. The Mayor, the Comptroller, the Treasurer, and other appropriate officers, agents and employees of the City, upon approval of the Board of Estimate and Apportionment, are hereby authorized and directed to take such other and further action, and to execute, deliver and file such other and further documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance, and to carry out, comply with and perform the duties of the City with respect to the Notes and the Indenture.

SECTION 22. Amendments. This Ordinance has been adopted to provide for and induce the sale of the Notes and may not be repealed, amended or modified while any Notes are outstanding, except for such amendments which, in the opinion of the City Counselor and nationally recognized bond counsel, (i) shall not materially adversely affect the interests of the holders of the Notes; (ii) are required by existing or future laws; or (iii) are necessary to clarify any ambiguity, inconsistency or defective provision contained herein; provided, however, the City shall obtain the prior consent of the Provider, if any, which consent will not be unreasonably withheld.

SECTION 23. Severability. If any term or provision of this Ordinance, the Notes, or the application thereof for any reason or circumstances shall to any extent be held invalid or unenforceable, the remaining provisions or the application of such term or provision to persons in situations other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each remaining term and provision hereof and thereof shall be valid and enforceable to the fullest extent permitted by law.

SECTION 24. Emergency. The passage of this Ordinance and the payment of the obligations to be provided for hereunder are necessary for the immediate preservation of the public peace, health and safety; an emergency is hereby declared to exist under the terms and provisions of Article IV, Sections 19 and 20, of the Charter; and this Ordinance shall take effect immediately upon its approval by the Mayor.

**EXHIBIT A
INDENTURE OF TRUST**

This INDENTURE OF TRUST (this "Indenture") is dated as of July 1, 2011 from The City of St. Louis, Missouri (the "City") to UMB Bank, N.A., St. Louis, Missouri, as Trustee (the "Trustee").

PREAMBLES:

WHEREAS, the City has found that the estimate of the total receipts of taxes levied by the City for deposit in its General Revenue Fund for the calendar year ending December 31, 2011 and remaining uncollected and other revenues remaining to be collected in the City's General Revenue Fund for the fiscal year ending June 30, 2012 is Four Hundred Forty-Nine Million Five Hundred Eighty Four Thousand Dollars (\$449,584,000); and

WHEREAS, there have become and shall become due and payable on and prior to the 31st day of December, 2011, expenses and obligations of the City, payable from the General Revenue Fund, aggregating in excess of Two Hundred Forty-Seven Million Nine Hundred Eighty Thousand Dollars (\$247,980,000); and

WHEREAS, the City has determined that sufficient taxes shall be collected from the delinquent taxes for the calendar year 2010 and years prior thereto, together with the taxes levied by the City for deposit in its General Revenue Fund for the calendar year ending December 31, 2011 and remaining uncollected and other revenues remaining to be collected in the City's General Revenue Fund for the City's fiscal year ending June 30, 2012, to provide for the aforesaid expenditures; and

WHEREAS, the City has determined that funds are not and shall not be available in the General Revenue Fund in the Treasury of the City on or prior to the 31st day of December, 2011, to maintain a reasonable reserve in the City's General Revenue Fund and to pay all legal obligations chargeable to the General Revenue Fund as they shall become due and payable on and before such date; and

WHEREAS, the City has determined that a cash flow deficiency amounting to a sum in excess of Sixty-Nine Million Dollars (\$69,000,000) can be anticipated in the General Revenue Fund at a time or times during the remainder of such calendar year 2011; and

WHEREAS, the City has maintained and intends to maintain in the future as a reasonable reserve a beginning fiscal year cash balance in the General Revenue Fund of an amount in excess of _____ Dollars (\$ _____), approximately five percent (5%) of the General Revenue Fund's annual expenditures; and

WHEREAS, the City deems it desirable to maintain a reasonable reserve in the General Revenue Fund at all times during the remainder of the fiscal year ending June 30, 2012; and

WHEREAS, the City is authorized, under and by the Charter of The City of St. Louis and the laws of the State of Missouri, to borrow funds in anticipation of the collection of the sums to be derived from taxes levied by the City for deposit in its General Revenue Fund for the calendar year ending December 31, 2011 and remaining uncollected and other revenues remaining to be collected in the City's General Revenue Fund for the City's fiscal year ending June 30, 2012, provided the amount of such loans at no time shall exceed the City's estimate of the receipt of taxes levied by the City for deposit in its General Revenue Fund for the calendar year ending December 31, 2011 and remaining uncollected and other revenues remaining to be collected in the City's General Revenue Fund for the City's fiscal year ending June 30, 2012; and

WHEREAS, the City is authorized, under and by such Charter and laws to determine the amount of such loans and the terms thereof and to execute and deliver tax and revenue anticipation notes of the City for all funds so borrowed to the lenders thereof as evidence of such loans and of the terms of the City's obligation to repay the same; and

WHEREAS, the City has found and determined that it is necessary and advisable that the City proceed to borrow the sum set forth below in anticipation of the collection of the taxes levied by the City for deposit in its General Revenue Fund for the calendar year ending December 31, 2011 and remaining uncollected and other revenues remaining to be collected in the City's General Revenue Fund for the City's fiscal year ending June 30, 2012, in order to maintain a reasonable reserve in the City's General Revenue Fund and to provide funds to pay and discharge the expenses and obligations properly payable from the General Revenue Fund of the City for the fiscal year ending June 30, 2012, which expenses and obligations shall become due and payable on and prior to the 31st day of December, 2011, but for the payment and discharge of which it is estimated that funds shall not be available otherwise in the General Revenue Fund; and

WHEREAS, the City has not heretofore issued any notes or borrowed in anticipation of the collection of such taxes and revenues; and

WHEREAS, the City has determined that the amount of [Seventy-Five Million] Dollars (\$[75,000,000]) shall not exceed the estimate of the receipts of taxes levied by the City for deposit in its General Revenue Fund for the calendar year ending December 31, 2011 and remaining uncollected and other revenues remaining to be collected in the City's General Revenue Fund for the City's fiscal year ending June 30, 2012; and

WHEREAS, to the end that the Notes (as herein defined) may be issued for such purpose, it is necessary that the City shall determine the terms and other incidents of such borrowing; and

WHEREAS, the City has determined that it is in the best interest of the City to sell the City's Tax and Revenue Anticipation Notes Payable from the General Revenue Fund, Series 2011 (the "Notes") upon such terms as set forth herein; and

WHEREAS, Ordinance No. _____ authorizing the issuance of the Notes (the "Ordinance") was adopted by the Board of Aldermen of the City on May __, 2011 and was approved by the Mayor of the City on May __, 2011; and

WHEREAS, all things necessary to make the Notes, when authenticated by the Treasurer of the City as one of the Notes issued under this Indenture provided, the valid, legal and binding special, limited obligations of the City, and to constitute this Indenture a valid, legal and binding pledge and assignment of the property, rights, interests and revenues herein made for the security of the payment of the principal of and interest on the Notes issued hereunder have been done and performed, and the execution and delivery of this Indenture and the execution and issuance of the Notes, subject to the terms hereof have in all respects been duly authorized;

NOW THEREFORE, THIS INDENTURE WITNESSETH:

GRANTING CLAUSES

That the City, in consideration of the premises, the acceptance by the Trustee of the trusts hereby created, the purchase and acceptance of the Notes by the owners thereof, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to secure the payment of the principal of and interest on all of the Notes issued and Outstanding (as defined below) under this Indenture from time to time according to their tenor and effect and to secure the performance and observance by the City of all the covenants, agreements and conditions herein and in the Notes contained, does hereby transfer, pledge and assign to the Trustee and its successors and assigns in trust forever, and does hereby grant a security interest unto the Trustee and its successors and assigns in trust, in and to all and singular the property described in paragraphs (a) and (b) below (said property being herein referred to as the "Trust Estate"), to wit:

- (a) Incoming taxes levied by the City for deposit in its General Revenue Fund for the calendar year ending December 31, 2011 and remaining uncollected and other revenues remaining to be collected in the City's General Revenue Fund for the City's fiscal year ending June 30, 2012, in anticipation of which the Notes are issued; and
- (b) All moneys and securities, from time to time held by the Trustee under the terms of this Indenture, and any and all other property (real, personal or mixed) of every kind and nature from time to time hereafter, by delivery or by writing of any kind, pledged, assigned or transferred as and for additional security hereunder by the City or by anyone in its behalf or with its written consent, to the Trustee, which is hereby authorized to receive any and all such property at any and all times and to hold and apply the same subject to the terms hereof.

TO HAVE AND TO HOLD, all and singular, the Trust Estate with all rights and privileges hereby transferred, pledged, assigned and/or granted or agreed or intended so to be, to the Trustee and its successors and assigns in trust forever;

IN TRUST NEVERTHELESS, upon the terms and trusts herein set forth for the equal and pro rata benefit and security of each and every owner of the Notes, without preference, priority or distinction as to participation in the lien, benefit and protection hereof of one Note over or from the others, by reason of priority in the issue or negotiation thereof; or for any other reason whatsoever, except as herein otherwise expressly provided, so that each and all of such Notes shall have the same right, lien and privilege under this Indenture and shall be equally secured hereby with the same effect as if the same had all been made, issued and negotiated simultaneously with the delivery hereof;

PROVIDED, NEVERTHELESS, and these presents are upon the express condition that, if the City or its successors or assigns shall well and truly pay or cause to be paid the principal of such Notes with interest, according to the provisions set forth in

the Notes and each of them or shall provide for the payment of such Notes by depositing or causing to be deposited with the Trustee the entire amount of funds or securities requisite for payment thereof when and as authorized by the provisions hereof, and shall also pay or cause to be paid all other sums payable hereunder by the City, then these presents and the estate and rights hereby granted shall cease, determine and become void, and thereupon the Trustee, on payment of its lawful charges and disbursements then unpaid, on demand of the City and upon the payment of the cost and expenses thereof, shall duly execute, acknowledge and deliver to the City such instruments of satisfaction or release as may be necessary or proper to discharge this Indenture of record, and if necessary shall grant, reassign and deliver to the City, its successors or assigns, all and singular the property, rights, privileges and interests by it hereby granted, conveyed and assigned, and all substitutes therefor, or any part thereof; not previously disposed of or released as herein provided; otherwise this Indenture shall be and remain in full force;

THIS INDENTURE FURTHER WITNESSETH, and it is hereby expressly declared, covenanted and agreed by and between the parties hereto, that all Notes issued and secured hereunder are to be issued, authenticated and delivered and that all the Trust Estate is to be held and applied under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes as hereinafter expressed, and the City does hereby agree and covenant with the Trustee and with the respective owners from time to time of the Notes, as follows:

ARTICLE I DEFINITIONS

Section 101. Definitions of Words and Terms In addition to words and terms defined elsewhere in this Indenture, the following words and terms as used in this Indenture shall have the following meanings, unless some other meaning is plainly intended:

“Beneficial Owner” means, whenever used with respect to a Note, the person in whose name such Note is recorded as the beneficial owner of such Note by a Participant on the records of such Participant, or such person’s subrogee.

“Business Day” means each Monday, Tuesday, Wednesday, Thursday or Friday on which the Paying Agent is open for business.

“Cede & Co.” means Cede & Co., the nominee of DTC, and any successor nominee of DTC with respect to the Notes.

“Charter” means the Charter of the City.

“City” means The City of St. Louis, Missouri, its successors and assigns.

“Code” means the Internal Revenue Code of 1986, as amended, or any corresponding provisions of succeeding law, and the applicable temporary, proposed and final regulations and procedures related thereto.

“Continuing Disclosure Certificate” means that certain Continuing Disclosure Certificate executed by the City and dated as of July 1, 2011, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

“DTC” means The Depository Trust Company of New York, New York

“General Revenue Fund” means the General Revenue Fund in the Treasury of the City.

“Indenture” means this Indenture as from time to time amended in accordance with the terms hereof.

“Non-Arbitrage Certificate and Tax Agreement” means the certificate delivered by the City evidencing observance and compliance with provisions of the Code applicable to the Notes.

“Noteholder,” “Owner,” or “Registered Owner” means the person in whose name a Note is registered on the registration books maintained by the Note Registrar

“Note Registrar” means UMB Bank, N.A., St. Louis, Missouri and any successor.

“Notes” means the Tax and Revenue Anticipation Notes Payable from the General Revenue Fund, Series 2011, of the City in the principal amount of [Seventy-Five] Million Dollars (\$[75,000,000]) authorized by the Ordinance and this Indenture.

“Ordinance” means Ordinance No. _____ adopted by the Board of Aldermen of the City on May __, 2011 and

approved by the Mayor of the City on May ____, 2011.

“Outstanding” means, when used with reference to Notes, as of any particular date of determination, all Notes theretofore authenticated and delivered hereunder, except the following

Notes:

- (a) Notes theretofore canceled by the Paying Agent or delivered to the Paying Agent for cancellation;
- (b) Notes deemed to be paid in accordance with the provisions of Section 1001 hereof; and
- (c) Notes in exchange for or in lieu of which other Notes have been authenticated and delivered hereunder.

“Participant” means any broker-dealer, bank or other financial institution for which DTC holds Notes as securities depository.

“Paying Agent” means UMB Bank, N.A., St. Louis, Missouri, and its successors and assigns.

“Rating Agencies” means Moody’s Investors Service, Inc., Standard & Poor’s Ratings Group (a division of The McGraw Hill Companies), Fitch Ratings or any other nationally recognized securities rating agency that will have assigned a rating that is then in effect with respect to the Notes, their successors and their assigns, and “Rating Agency” means each such Rating Agency.

“Representation Letter” means the Representation Letter from the City and the Paying Agent to DTC with respect to the Notes.

“Rules of Interpretation” means for all purposes of this Indenture, except as otherwise expressly provided or unless the context otherwise requires:

- (a) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders.
- (b) Words importing the singular number shall include the plural and vice versa and words importing person shall include firms, associations and corporations, including public bodies, as well as natural persons.
- (c) The table of contents hereto and the headings and captions herein are not a part of this Indenture.
- (d) Terms used in an accounting context and not otherwise defined shall have the meaning ascribed to them by generally accepted principles of accounting.
- (e) Whenever an item or items are listed after the wording “including,” such listing is not intended to be a listing that excludes items not listed.

“Trustee” means UMB Bank, N.A., St. Louis, Missouri, and its successors and assigns.

ARTICLE II AUTHORIZATION OF THE NOTES

Section 201. Authorization of the Notes. The Notes are being issued pursuant to and in full compliance with the Constitution and statutes of the State of Missouri, the Charter and the Ordinance.

The Notes are hereby authorized to be issued in the aggregate principal amount of [Seventy-Five] Million Dollars ([75,000,000]) to maintain a reasonable reserve in the City’s General Revenue Fund and to provide funds to pay and discharge expenses and obligations properly payable from the General Revenue Fund of the City in the fiscal year ending June 30, 2012, and all moneys and securities held under the Indenture and any other property pledged or transferred to the Trustee for the benefit of the Note owners, in accordance with the trust estate created under this Indenture.

The Notes shall be valid special, limited obligations of the City, payable as to both principal and interest from the taxes levied by the City for deposit in its General Revenue Fund for the calendar year ending December 31, 2011 and remaining uncollected and other revenues remaining to be collected in the City’s General Revenue Fund for the City’s fiscal year ending June 30, 2012.

Section 202. Description of the Notes. The Notes shall consist of fully registered Notes without coupons, in the denomination of Five Thousand Dollars (\$5,000) or any integral multiple thereof, numbered from R-1 consecutively upward in the order of issuance. All of the Notes shall be dated the date of their original issuance and delivery, shall become due on June _____, 2012 and shall bear interest from their dated date at a rate of _____ percent (_____%) per annum at a price of _____% per annum.

Interest on the Notes shall be payable at maturity. Interest shall be calculated on the basis of a three hundred sixty (360) day year of twelve (12) thirty (30) day months. The Notes shall be substantially in the form provided in Article IV hereof, and shall be subject to registration, transfer and exchange as provided in Section 205 hereof.

Section 203. Designation of Paying Agent and Note Registrar. The Trustee is hereby designated as the City's Paying Agent for the payment of principal of and interest on the Notes and the Note Registrar and transfer agent with respect to the registration, transfer and exchange of Notes.

Section 204. Method and Place of Payment of Notes. The principal of and interest on the Notes shall be payable by check or draft to the Registered Owners thereof in lawful money of the United States of America upon presentation and surrender of such Notes as they become due at the principal corporate trust office of the Paying Agent and Note Registrar or such other office as the Paying Agent and Note Registrar shall designate to the person in whose name such Note is registered on the Business Day immediately preceding the maturity date thereof. A Registered Owner of One Hundred Thousand Dollars (\$100,000) or more principal amount of Notes may elect, in lieu of payment by check or draft as provided above, to receive payment of principal and interest by electronic transfer to an account designated by such Owner in writing to the Paying Agent not less than five days prior to the payment date, such designation to include the name of the bank, its ABA number and the account number to which such payment shall be deposited.

Section 205. Registration Provisions. The City shall, as long as any of the Notes herein authorized remain Outstanding, cause to be kept at the office of the Note Registrar, books for the registration of Notes as herein provided (the "Note Register").

The Notes when issued shall be registered in the names of the Owners thereof on the Note Register to be kept in the principal payment office of the Note Registrar for that purpose.

Each Note shall be made payable to the Registered Owner thereof. Each Note shall be transferable only upon the Note Register maintained by the Note Registrar by the Registered Owner thereof in person or by his/her attorney duly authorized in writing, upon surrender thereof at the principal corporate trust office of the Note Registrar together with a written instrument of transfer and with guarantee of signature satisfactory to the Note Registrar duly executed by the Registered Owner or his/her duly authorized attorney. Upon the transfer of any Note and the payment of any fee, tax or governmental charge, the Note Registrar shall issue in the name of the transferee a Note or Notes of the same aggregate principal amount and maturity as the surrendered Note, registered in the name of the transferee, in any denomination herein authorized.

Notes, upon surrender thereof at the principal payment office of the Note Registrar with a written instrument of transfer and with guarantee of signature satisfactory to the Note Registrar, duly executed by the Registered Owner or his/her duly authorized attorney, may, at the option of the Registered Owner thereof, and upon payment of any fee, tax or governmental charge required to be paid, be exchanged for an equal aggregate principal amount of Notes of the same maturity, in any denomination herein authorized.

The City, the Trustee, the Note Registrar and the Paying Agent may deem and treat the person in whose name any Note shall be registered on the Note Register as the absolute owner of such Note, whether such Note shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal amount of and interest on such Note and for all other purposes, and all such payments so made to any such Registered Owner or upon his/her order shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid, and neither the City, the Trustee, the Note Registrar nor the Paying Agent shall be affected by any notice to the contrary, but such registration may be changed as herein provided.

In the event any Registered Owner fails to provide a correct taxpayer identification number to the Paying Agent and the Note Registrar, the Paying Agent may make a charge against such Registered Owner sufficient to pay any governmental charge required to be paid as a result of such failure. In compliance with Section 3406 of the Code, such amount may be deducted by the Paying Agent from amounts otherwise payable to such Registered Owner hereunder or under the Notes.

In all cases in which the privilege of exchanging Notes or transferring Notes is exercised, the Note Registrar shall cause the Treasurer of the City to authenticate and deliver Notes in accordance with the provisions of this Indenture. For every such exchange or transfer of Notes, the Note Registrar may make a charge to the Owner of the Notes sufficient to reimburse it for any tax or other governmental charge required to be paid with respect to such exchange or transfer. The fees and charges of the Note Registrar

for making any exchange or transfer provided for by this Indenture and the expense of any Note printing necessary to effect the subsequent exchange or transfer of any Note shall be paid by the City. The Note Registrar shall not be required to register, transfer or exchange Notes for a period of fifteen (15) days next preceding the maturity date of Notes.

Section 206. Execution and Delivery of the Notes. The Mayor, the Comptroller, the Treasurer and the Register of the City are hereby authorized and directed to prepare and execute the Notes in the manner hereinbefore specified, with the City Counselor's approval of the form of the Notes, and the Treasurer of the City is hereby authorized and directed to authenticate the Notes in the manner specified in the Ordinance and, when duly executed and authenticated, to deliver the Notes to the Note Registrar with instructions to deliver the Notes to or upon the order of the original purchasers thereof on payment of the purchase price to the City.

The Notes shall be executed in the name and for and on behalf of the City by the manual or facsimile signature of the Mayor, the Comptroller and the Treasurer of the City and attested by the manual or facsimile signature of the Register of the City, and the seal of the City shall be affixed to or imprinted on each Note, with the City Counselor's manual or facsimile signature thereon approving the Notes as to form. In case any official whose signature or facsimile thereof appears on any Notes shall cease to be such official before the delivery of such Notes, such signature or facsimile thereof shall nevertheless be valid and sufficient for all purposes, the same as if such person had remained in office until delivery. Any Note may be signed by such persons who at the actual time of the execution of such Note shall be the proper officials to sign such Note although at the date of such Note such persons may not have been such officials.

The Notes shall have endorsed thereon a certificate of authentication substantially in the form provided in Section 401 hereof, which shall be manually executed by the Treasurer of the City. No Note shall be entitled to any security or benefit under this Indenture or shall be valid or obligatory for any purpose unless and until such certificate of authentication shall have been duly executed by the Treasurer of the City. Such executed certificate of authentication upon any Note shall be conclusive evidence that such Note has been duly authenticated and delivered under this Indenture.

The Notes signed, sealed and authenticated as herein provided shall be and constitute valid and binding special, limited obligations of the City according to the terms hereof, although the exchange or transfer thereof may be made at a date or dates after any official whose signature is affixed thereto shall have ceased to be the incumbent of his/her office.

Section 207. Mutilated, Lost, Stolen or Destroyed Notes. In the event any Note is mutilated, lost, stolen or destroyed, the City shall execute a new Note of like date and denomination as that mutilated, lost, stolen or destroyed, provided that, in the case of any mutilated Note, such mutilated Note shall first be surrendered to the Paying Agent and the Note Registrar, and in the case of any lost, stolen or destroyed Note, there first shall be furnished to the Paying Agent and the Note Registrar evidence of such loss, theft or destruction satisfactory to the Paying Agent and the Note Registrar, together with an indemnity of the City and the Paying Agent and the Note Registrar satisfactory to the Paying Agent and the Note Registrar which indemnity shall, in any event, name the Paying Agent and the Note Registrar as a beneficiary. In the event any such Note shall have matured or is about to mature, the Paying Agent and the Note Registrar, instead of delivering a duplicate Note, may pay the same without surrender thereof, making such requirements as it deems fit for its protection, including a lost instrument bond. The City and the Paying Agent and the Note Registrar may charge the owner of such Note with their reasonable fees and expenses for such service. In executing a new Note, the City may rely conclusively upon a representation by the Paying Agent and the Note Registrar that the Paying Agent and the Note Registrar are satisfied with the adequacy of the evidence presented concerning the mutilation, loss, theft or destruction of any Note.

Section 208. Destruction of Notes. Whenever any Outstanding Note shall be delivered to the Paying Agent and the Note Registrar for cancellation pursuant to this Indenture, or for replacement pursuant to Section 207 hereof, such Note shall be promptly cancelled and thereafter destroyed by the Note Registrar in accordance with then applicable record retention requirements, and counterparts of a certificate of cancellation shall be furnished by the Paying Agent and the Note Registrar to the City.

Section 209. Securities Depository.

(a) The Notes shall be initially issued as one authenticated fully registered note. Upon initial issuance, the ownership of such Notes shall be registered in the Note Register in the name of Cede & Co., as nominee of DTC. The Paying Agent and the Note Registrar and the City may treat DTC (or its nominee) as the sole and exclusive owner of the Notes registered in its name for the purposes of payment of the principal of, premium, if any, or interest on the Notes, selecting the Notes or portions thereof to be redeemed, giving any notice permitted or required to be given to owners of Notes under this Indenture, registering the transfer of Notes, and for all other purposes whatsoever; and neither the Paying Agent and the Note Registrar nor the City shall have any responsibility or obligation to any Participant, any person claiming a beneficial ownership interest in the Notes under or through DTC or any Participant, or any other person which is not shown on the Note Register as being an owner of any Notes, with respect to the accuracy of any records maintained by DTC or any Participant, with respect to the payment by DTC or any Participant of any amount with respect to the principal of, premium, if any, or interest on the Notes, with respect to any notice which is permitted or required

to be given to owners of Notes under this Indenture, with respect to any consent given or other action taken by DTC as the owner of the Notes. So long as any Note is registered in the name of Cede & Co., as nominee of DTC, the Paying Agent shall pay all principal of, premium, if any, and interest on such Notes, and shall give all notices with respect to such Notes, only to Cede & Co. in accordance with the Representation Letter, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to the principal of, premium, if any, and interest on the Notes to the extent of the sum or sums so paid. No person other than DTC shall receive an authenticated Note evidencing the obligation of the City to make payments of principal and interest. Upon delivery by DTC to the Paying Agent of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the Notes shall be transferable to such new nominee in accordance with paragraph (d) hereof.

(b) In the event the City determines that it is in the best interest of the Beneficial Owners that they be able to obtain Note certificates, the City may notify DTC and the Paying Agent and the Note Registrar, whereupon DTC shall notify the Participants of the availability through DTC of Note certificates. In such event, the Notes shall be transferable in accordance with paragraph (d) hereof. DTC may determine to discontinue providing its services with respect to the Notes at any time by giving notice to the City and the Paying Agent and the Note Registrar and discharging its responsibilities with respect thereto under applicable law. In such event, the Notes shall be transferable in accordance with paragraph (d) hereof. The City and the Paying Agent and the Note Registrar shall be entitled to rely conclusively on the information provided to it by DTC and its Participants as to the names and addresses of and principal amounts held by the Beneficial Owners of the Notes.

(c) The execution and delivery of the Representation Letter to DTC by the Mayor and the Comptroller of the City is hereby authorized, and the execution of the Representation Letter by the Mayor and the Comptroller of the City shall be conclusive evidence of such approval. The Representation Letter shall set forth certain matters with respect to, among other things, notices, consents and approvals by owners of the Notes and Beneficial Owners and payments on the Notes. The Paying Agent and the Note Registrar shall have the same rights with respect to its actions thereunder as it has with respect to its actions under this Indenture.

(d) In the event that any transfer or exchange of Notes is permitted under paragraph (a) or (b) hereof, such transfer or exchange shall be accomplished upon receipt by the Paying Agent and the Note Registrar of the Notes to be transferred or exchanged and appropriate instruments of transfer to the permitted transferee in accordance with the provisions of this Indenture. In the event Note certificates are issued to holders other than Cede & Co., or its successor as nominee for DTC as holder of all of the Notes, the provisions of this Indenture shall also apply to all matters relating thereto, including, without limitation, the printing of such certificates and the method of payment of principal of and interest on such certificates.

Section 210. Payments Due on Saturdays, Sundays and Holidays. In any case when the date for the payment of the principal of or interest on the Note is not a Business Day, then payment of such principal or interest need not be made on such date, but may be made on the next succeeding Business Day with the same force and effect as if made on such date, and no interest shall accrue for the period after such date.

Section 211. Nonpresentment of Notes. If the Notes are not presented for payment when the principal then becomes due, if funds sufficient to pay the Notes have been made available to the Paying Agent, all liability of the City to the Registered Owner thereof for the payment of the Notes shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the Registered Owner of such Note, who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Indenture or on, or with respect to, said Note. If any Note is not presented for payment within four (4) years following the date when such Note becomes due, the Paying Agent shall repay to the City without liability for interest thereon the funds theretofore held by it for payment of such Note, and such Note shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the City, and the Registered Owner thereof shall be entitled to look only to the City for payment, and then only to the extent of the amount so repaid to it by the Paying Agent, and the City shall not be liable for any interest thereon and shall not be regarded as a trustee of such moneys.

ARTICLE III REDEMPTION

Section 301. Redemption. The Notes shall not be subject to redemption prior to maturity.

ARTICLE IV FORM OF NOTES

Section 401. Form of Notes. The Notes and the certificate of authentication to be endorsed thereon shall be in substantially the form set forth in the Ordinance, with appropriate variations, omissions and insertions as permitted or required by this Indenture and the Ordinance.

**ARTICLE V
APPLICATION OF NOTE PROCEEDS**

Section 501. Disposition of Note Proceeds. The proceeds derived from the sale of the Notes net of underwriters' discount and original issue discount, plus original issue premium shall be deposited immediately in the Treasury of the City to the credit of the General Revenue Fund, and the amount so credited, or so much thereof as may be necessary, shall be used and expended only in payment of the expenses and obligations properly payable from the General Revenue Fund of the City, which have and shall become due and payable on or prior to the 31st day of December, 2011, for which the Notes have been authorized, as hereinbefore provided.

Section 502. Sinking Fund Deposits. In order to assure the availability of adequate funds on June 1, 2012, to pay the Notes, the Comptroller of the City has been directed pursuant to the Ordinance and is hereby authorized to set aside (into a separate and distinct account called the "Tax and Revenue Anticipation Notes, Series 2011 Sinking Fund") on his/her books, out of the incoming taxes levied by the City for deposit in its General Revenue Fund for the calendar year ending December 31, 2011 and remaining uncollected and other revenues remaining to be collected in the City's General Revenue Fund for the City's fiscal year ending June 30, 2012, the principal of and interest on the Notes on or before June 1, 2012 including the requirement to set aside certain balances in accordance with Section 16 of the Ordinance. Sums on deposit in the Tax and Revenue Anticipation Notes, Series 2011 Sinking Fund may be invested and reinvested by the Treasurer of the City. The Comptroller may, but is not required to, deposit moneys from such fund with the Trustee hereunder.

**ARTICLE VI
PAYMENT OF THE NOTES**

Section 601. Security for the Notes; Limited Obligations. The Notes shall be valid and binding special, limited obligations of the City payable solely out of and secured by a pledge of the taxes levied by the City for deposit in its General Revenue Fund for the calendar year ending December 31, 2011 and remaining uncollected and other revenues remaining to be collected in the City's General Revenue Fund for the City's fiscal year ending June 30, 2012, and all moneys and securities held under the Indenture and any other property pledged or transferred to the Trustee for the benefit of the Note owners, in accordance with the trust estate created under this Indenture. The Notes and the interest thereon do not constitute an indebtedness of the City, the State of Missouri or any political subdivision thereof and the Notes do not constitute an indebtedness within the meaning of any constitutional or statutory limitation upon the incurring of indebtedness.

The Notes herein authorized to be issued shall be and the same are established and regarded hereby as a first charge upon incoming taxes levied by the City for deposit in its General Revenue Fund for the calendar year ending December 31, 2011 and remaining uncollected and other revenues remaining to be collected in the City's General Revenue Fund for the City's fiscal year ending June 30, 2012, in anticipation of which the Notes are issued, and the incoming taxes and revenues, or so much thereof as may be necessary, shall be and the same are irrevocably pledged hereby for and to the payment of the Notes herein authorized to be issued.

Section 602. Equal Benefit, Protection and Security. The covenants and agreements of the City contained herein, the Ordinance, the Notes and any related document (including the pledge contained in Section 601 hereof) shall be for the equal benefit, protection and security of the holders of any or all of the Notes, all of which Notes shall be of equal rank and without preference or priority of one Note over any other Note in the application of the funds herein pledged to the payment of the principal of and the interest on the Notes, or otherwise.

Section 603. Transfer of Funds for Payment. Notwithstanding any other provisions contained in this Indenture to the contrary, the principal of and interest due on the Notes on June 1, 2012 shall be transferred by the City from the General Revenue Fund and the Tax and Revenue Anticipation Notes, Series 2011 Sinking Fund to the Trustee no later than one (1) Business Day prior to maturity.

**ARTICLE VII
DEPOSIT AND INVESTMENT OF FUNDS**

Section 701. Deposits of Money. Cash moneys held by the City or the Trustee in trust hereunder shall be deposited with a bank or banks located in the State of Missouri which is a member of the Federal Deposit Insurance Corporation, and all such bank deposits shall be continuously and adequately secured by the banks holding such deposits as provided by the laws of the State of Missouri. All moneys held by the Trustee in trust hereunder shall be kept in a trust account separate and apart from all other funds of the City so that there shall be no commingling of such funds with any other funds of the City.

Section 702. Investment of Funds. All moneys and funds held by the City or the Trustee in trust hereunder may be invested

by or at the written direction of the Treasurer of the City pursuant to and in compliance with the provisions hereof and as permitted by applicable law in (i) direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America, or (ii) in such other obligations permitted by applicable law and as shall be acceptable to the Rating Agencies; provided, however, that no such investment shall be made for a period extending longer than to the date when the moneys invested may be needed to pay the Notes. All such investments shall be titled in the name of or if held by the Trustee in trust for the account of the "Treasurer of The City of St. Louis, Missouri." All interest on any investments held by the Trustee hereunder shall accrue to and become a part of such investments. Any investment losses on funds held by the Trustee hereunder shall be borne by the City.

Section 703. Tax Covenant. The City covenants that it shall not take any action or permit any action to be taken or omit to take any action or permit the omission of any action reasonably within its control which action or omission shall cause interest on the Notes to be included in gross income for federal income taxation purposes or otherwise adversely affect the exemption of interest on the Notes from federal and State of Missouri taxation. This covenant shall survive the payment of the Notes and the termination of this Indenture as provided in Article X of this Indenture.

Section 704. Tax Document. Authorized officials of the City are hereby authorized to execute the Non-Arbitrage Certificate and Tax Agreement on the date of delivery of the Notes, the execution thereof by such officials to be conclusive evidence of such approval.

Section 705. Transfer of Funds Upon Payment of Notes. After payment in full of the principal of, redemption premium, if any, and interest on the Notes (or provision has been made for the payment thereof as specified in this Indenture), and the fees, charges and expenses of the Trustee and any Paying Agent and any other amounts required to be paid under this Indenture, all remaining amounts held by the Trustee or the Paying Agent shall be paid to the City free and clear of the lien of this Indenture.

ARTICLE VIII DEFAULTS AND REMEDIES

Section 801. Remedies. The provisions of this Indenture, including the covenants and agreements herein contained, shall constitute a contract between the City and the Registered Owners of the Notes. The Trustee, on behalf of the Registered Owner or Registered Owners of any of the Notes at the time Outstanding, shall have the right, for the equal benefit and protection of all Registered Owners of Notes similarly situated:

- (a) By mandamus or other suit, action or proceedings at law or in equity to enforce his, her or their rights against the City and its officials, agents and employees, and to require and compel duties and obligations required by the provisions of this Indenture or by the Constitution and laws of the State of Missouri;
- (b) By suit, action or other proceedings in equity or at law to require the City, its officials, agents and employees to account as if they were trustees of an express trust; and
- (c) By suit, action or other proceedings in equity or at law to enjoin any acts or things which may be unlawful or in violation of the rights of the Registered Owners of the Notes.

Section 802. Limitation on Rights of Registered Owners.

- (a) No one or more Registered Owners of the Notes secured hereby shall have any right in any manner whatever by his, her or their action to affect, disturb or prejudice the security granted and provided for herein, or to enforce any right hereunder, except in the manner herein provided, and all proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of all Registered Owners of such Outstanding Notes.
- (b) The owners of a majority in principal amount of the Notes Outstanding shall have the right, during the continuance of an event of default:
 - (i) to require the Trustee to proceed to enforce this Indenture, either by judicial proceedings for the enforcement of the payment of the Notes and the foreclosure of this Indenture, or otherwise; and
 - (ii) to direct the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee under this Indenture, provided that:

- (1) such direction shall not be in conflict with any rule of law or this Indenture;
- (2) the Trustee may take any other action deemed proper by the Trustee which is not inconsistent with such direction;
- (3) the Trustee shall not determine that the action so directed would be unjustly prejudicial to the owners not taking part in such direction;
- (4) Indemnity shall have been provided to the Trustee in accordance with Section 901(b) hereof; and
- (5) the Trustee shall have the right to decline to follow any such direction if the Trustee shall in good faith determine that the proceedings so directed would involve the Trustee in personal liability.

Section 803. Remedies Cumulative. No remedy conferred herein upon the Registered Owners of the Notes is intended to be exclusive of any other remedy, but each such remedy shall be cumulative and in addition to every other remedy and may be exercised without exhausting and without regard to any other remedy conferred herein. No waiver of any default or breach of duty or contract by the Registered Owner of any Note shall extend to or affect any subsequent default or breach of duty or contract or shall impair any rights or remedies thereon. No delay or omission of any Registered Owner to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein. Every substantive right and every remedy conferred upon the Registered Owners of the Notes by this Indenture may be enforced and exercised from time to time and as often as may be deemed expedient. In case any suit, action or proceedings taken by any Registered Owner on account of any default or to enforce any right or exercise any remedy shall have been discontinued or abandoned for any reason, or shall have been determined adversely to such Registered Owner, then, and in every such case, the City and the Registered Owners of the Notes shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of the Registered Owners of the Notes shall continue as if no such suit, action or other proceedings had been brought or taken.

Section 804. No Acceleration. Notwithstanding anything herein or in the Ordinance to the contrary, the Notes are not subject to acceleration.

Section 805. Limitation on Suits by Noteholders. Except as provided in Section 1103 hereof, no owner of any Note shall have any right to institute any proceeding, judicial or otherwise, under or with respect to this Indenture, or for the appointment of a receiver or trustee or for any other remedy under this Indenture, unless:

- (a) such owner has previously given written notice to the Trustee of a continuing event of default;
- (b) the owners of not less than **25%** in principal amount of the Notes Outstanding shall have made written request to the Trustee to institute proceedings in respect of such event of default in its own name as Trustee under this Indenture;
- (c) such owner or owners have offered to the Trustee indemnity as provided in this Indenture against the fees, costs, expenses and liabilities to be incurred in compliance with such request;
- (d) the Trustee for **60** days after its receipt of such notice, request and offer of indemnity has failed to institute any such proceeding; and
- (e) no direction inconsistent with such written request has been given to the Trustee during such **60**-day period by the owners of a majority in principal amount of the Outstanding Notes;

such notification, request and offer of indemnity are hereby declared in every case, at the option of the Trustee, to be conditions precedent to the exercise of the powers and trusts of this Indenture, and to any action or cause of action for the enforcement of this Indenture, or for the appointment of a receiver or for any other remedy hereunder, it being understood and intended that no one or more owners of the Notes shall have any right in any manner whatever by virtue of, or by availing of, any provision of this Indenture to affect, disturb or prejudice the lien of this Indenture or the rights of any other owners of the Notes, or to obtain or to seek to obtain priority or preference over any other owners or to enforce any right under this Indenture, except in the manner herein provided and for the equal and ratable benefit of all Outstanding Notes.

Notwithstanding the foregoing or any other provision in this Indenture, however, the owner of any Note shall have the right which is absolute and unconditional to receive payment of the principal of and interest on such Note on the respective stated maturity expressed in such Note and nothing contained in this Indenture shall affect or impair the right of any owner to institute suit for the enforcement of any such payment.

ARTICLE IX
TRUSTEE, PAYING AGENT AND NOTE REGISTRAR

Section 901. Duties, Immunities and Liabilities of Trustee.

(a) The Trustee, the Paying Agent and the Note Registrar (for purposes of this subsection the "Trustee") shall perform only such duties as are specifically set forth in this Indenture. The Trustee will have no implied duties. The permissive right or power to take any action may not be construed as a duty to take action under any circumstances, and the Trustee will not be liable except in the event of its negligence or willful misconduct.

(b) The Trustee will not be obligated to risk its own funds in the administration of the Trust Estate. Notwithstanding any provision herein to the contrary, the Trustee need not take any action under this Indenture which may involve it in any expense or liability until indemnified to its satisfaction for any expense or liability it reasonably believes it may incur.

(c) The Trustee is not responsible for any recitals contained in this Indenture or in the Notes, or for the filing or refiling of the Indenture or security agreements in connection therewith, or for the sufficiency of the security of the Notes. The Trustee makes no representations as to the value or condition of the Trust Estate or any part thereof, or as to the validity or sufficiency of this Indenture or of the Notes. The Trustee shall not be accountable for the use or application by the City of any of the Notes or the proceeds thereof or of any money paid to or upon the order of the City under any provision of this Indenture.

(d) Unless specifically required by this Indenture, the Trustee will not be required to give any bond or surety or report to any court despite any statute, custom or rule to the contrary.

(e) The Trustee may execute any of the duties under this Indenture by or through agents, attorneys, trustees or receivers, and the Trustee shall not be responsible for any misconduct or negligence on the part of any agent, attorney, trustee or receiver appointed with due care by it hereunder.

(f) The Trustee may consult legal counsel, may conclusively rely on the advice or the opinion of such legal counsel and will not be liable for any act or omission taken or suffered pursuant to the advice or the opinion of such counsel. The fees and expenses of the counsel will be deemed to be a proper expense of the Trustee.

(g) Notwithstanding any other provision of this Indenture to the contrary, any provision intended to provide authority to act, right to payment of fees and expenses, protection, immunity and indemnification to the Trustee shall be interpreted to include any action of the Trustee whether it is deemed to be in its capacity as Trustee, Note Registrar or Paying Agent.

(h) The Trustee shall not be responsible or liable for any loss suffered in connection with any investment of funds made by it in accordance with Section 702 hereof.

(i) The Trustee shall not be responsible for the use of any Notes executed and delivered hereunder.

Section 902. Successor Trustee, Paying Agent or Note Registrar.

(a) Any corporation or association into which the Trustee, Paying Agent or Note Registrar may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which it is a party, provided that such surviving corporation or association shall maintain an office in the State of Missouri, shall be and become the successor Trustee, Paying Agent or Note Registrar hereunder, without the execution or filing of any instrument or any further act, deed or conveyance on the part of any of the parties hereof, anything herein to the contrary notwithstanding.

(b) The Trustee, Paying Agent or Note Registrar may at any time resign by giving thirty (30) days' notice to the City. Such resignation shall not take effect until the appointment of a successor Trustee, Paying Agent or Note Registrar and acceptance of such appointment pursuant to paragraph (d) below.

(c) The Trustee, Paying Agent or Note Registrar may be removed at any time by an instrument in writing delivered to the Trustee, Paying Agent or Note Registrar by the Treasurer. In no event, however, shall any removal of the Trustee, Paying Agent or Note Registrar take effect until a successor Trustee, Paying Agent or Note Registrar shall have been appointed and accepted such appointment pursuant to paragraph (d) of this Section 902.

(d) In case the Trustee, Paying Agent or Note Registrar shall resign or be removed, or be dissolved, or shall be in the course of dissolution or liquidation, or otherwise become incapable of acting as Trustee, Paying Agent or Note Registrar, or in case it shall be taken under the control of any public officer or officers, or of a receiver appointed by a court, a successor shall be appointed by the City. Every successor Trustee, Paying Agent or Note Registrar appointed pursuant to the provisions of this Section shall be, if there be such an institution willing, qualified and able to accept the duties of the Trustee, Paying Agent or Note Registrar upon customary terms, a bank or trust company within the State of Missouri, in good standing and having reported capital and surplus of not less than Fifty Million Dollars (\$50,000,000). Written notice of such appointment shall immediately be given by the City to the Owners of the Notes. Any successor Trustee, Paying Agent or Note Registrar shall execute and deliver an instrument accepting such appointment and thereupon such successor, without any further act, deed or conveyance, shall become fully vested with all rights, powers, duties and obligations of its predecessor, with like effect as if originally named as Trustee, Paying Agent or Note Registrar and the duties and obligations of the predecessor Trustee, Paying Agent or Note Registrar shall thereafter cease and terminate; but such predecessor and successor shall nevertheless, on the written request of the City, or of the successor or predecessor, execute and deliver such instruments and do such other things as may reasonably be required to more fully and certainly vest and confirm in such successor all rights, powers, duties and obligations of such predecessor. If no successor Trustee, Paying Agent or Note Registrar has accepted appointment in the manner provided above within ninety (90) days after the Trustee, Paying Agent or Note Registrar has given notice of its resignation or has been removed as provided above, the retiring Trustee, Paying Agent or Note Registrar may petition any court of competent jurisdiction for the appointment of a temporary successor Trustee, Paying Agent or Note Registrar; provided that any Trustee, Paying Agent and Note Registrar so appointed shall immediately and without further act be superseded by a Trustee, Paying Agent or Note Registrar appointed by the City as provided above.

ARTICLE X DEFEASANCE

Section 1001. Defeasance. When all of the Notes shall have been paid and discharged, then the requirements contained in this Indenture, except as otherwise provided in Section 703 hereof; and the pledge of the taxes levied by the City for deposit in its General Revenue Fund for the calendar year ending December 31, 2011 and remaining uncollected and other revenues remaining to be collected in the City's General Revenue Fund for the City's fiscal year ending June 30, 2012 made hereunder and all other rights granted hereby shall terminate. The Notes shall be deemed to have been paid and discharged within the meaning of this Indenture if there shall have been deposited with the Paying Agent and the Note Registrar, at or prior to the maturity date of the Notes, in trust for and irrevocably pledged thereto, monies and/or direct obligations of, or obligations the principal of and interest on which are guaranteed by, the United States of America or securities which represent an undivided interest in such obligations or securities to the extent that the Treasury of the United States of America is ultimately responsible for payment thereof; which, together with the interest to be earned on any such obligations, shall be sufficient for the payment of the principal of the Notes and interest accrued to the date of maturity or, if default in such payment shall have occurred on such date, then to the date of the tender of such payments. Any monies and obligations which at any time shall be deposited with the Paying Agent and the Note Registrar by or on behalf of the City, for the purpose of paying and discharging any of the Notes, shall be and are hereby assigned, transferred and set over to the Paying Agent and the Note Registrar in trust for the respective Owners of the Notes, and such monies shall be and are hereby irrevocably pledged to the payment and discharge hereof. All monies deposited with the Paying Agent and the Note Registrar shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Indenture.

ARTICLE XI MISCELLANEOUS PROVISIONS

Section 1101. Governing Law. This Indenture shall be governed exclusively by and construed in accordance with the applicable laws of the State of Missouri.

Section 1102. Official Statement. The use of the Preliminary Official Statement in substantially the form approved by the Mayor and the Comptroller (the "Preliminary Official Statement") by the City and provided for use by Stifel, Nicolaus & Company, Incorporated, Loop Capital Markets, LLC and Backstrom McCarley Berry & Co., LLC (collectively, the "Underwriters") in connection with the sale of the Notes is hereby authorized, and the City hereby approves the preparation and use by the City and by the Underwriters of such Preliminary Official Statement and a final Official Statement in substantially the form of the Preliminary Official Statement (and together with the Preliminary Official Statement, the "Official Statement") in connection with the sale of the Notes and the execution thereof by the Mayor and the Comptroller of the City. The officials of the City have participated in the preparation of the Official Statement and have determined that the Preliminary Official Statement was true, correct and complete

in all material respects as of the date thereof. For the purpose of enabling the Underwriters to comply with the requirements of Rule 15c2-12(b)(1) of the Securities and Exchange Commission, the City hereby deems the information regarding the City contained in the Preliminary Official Statement to be "final" as of its date, except for the omission of such information as is permitted by Rule 15c2-12(b)(1), and the appropriate officials of the City are hereby authorized, if requested to provide the Underwriters a letter or certification to such effect and to take such other actions or execute such other documents as such officials in their reasonable judgment deem necessary to enable the Underwriters to comply with the requirements of such Rule.

Section 1103. Continuing Disclosure. The City hereby covenants and agrees that it shall comply with and carry out all of the provisions of the Continuing Disclosure Certificate. Notwithstanding any other provision of this Indenture, failure of the City to comply with the Continuing Disclosure Certificate shall not be considered a default hereunder; however, any holder of the Notes may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the City to comply with its obligations under this Section.

Section 1104. Amendment and Modification. This Indenture has been executed and delivered to provide for and induce the sale of the Notes, and may not be repealed, amended or modified while any of the Notes are Outstanding, except for such amendments which, in the opinion of counsel to the City and nationally recognized bond counsel, (i) shall not materially adversely affect the interests of the holders of the Notes, (ii) are required by existing or future laws, or (iii) are necessary to clarify any ambiguity, inconsistency or defective provision contained herein; provided, however, that there shall be no amendment or modification of this Indenture which modifies the duties, obligations, rights and privileges of the Trustee without the prior written consent of the Trustee, which consent shall not be unreasonably withheld.

Section 1105. Copy of Indenture to the Treasurer. Immediately upon the execution and delivery of this Indenture, a certified copy hereof shall be filed with the Treasurer of the City for his information and guidance.

Section 1106. Provision of Information and Reports to the Treasurer. The Trustee shall provide a copy of all statements and documentation relating to the purchase or sale of investments held by the Trustee in trust hereunder to the Treasurer of the City as soon as practicable after each such purchase or sale. Monthly reports of the funds and accounts, if any held by the Trustee with respect to the Notes, including investment information with respect thereto, shall be provided by the Trustee to the Treasurer of the City within fifteen (15) days after the end of each month. In addition, the Trustee shall promptly provide the Treasurer with such additional information regarding the Notes, the registration of the Notes and the funds and accounts held by the Trustee with respect to the Notes, including information regarding the investment of such funds and accounts, as shall be reasonably requested by the Treasurer of the City.

Section 1107. Notices. Any notice, request, complaint, demand or other communication required or desired to be given or filed under this Indenture shall be in writing and shall be deemed duly given or filed if the same shall be duly mailed by registered or certified mail, postage prepaid, addressed as follows:

- (a) To the City:
The City of St. Louis, Missouri
City Hall
1200 Market Street
St. Louis, Missouri 63103
Attention: Comptroller, Room 212

With a copy to the Mayor, Room 200
- (b) To the Trustee:
UMB Bank, N.A.
2 South Broadway, Suite 435
St. Louis, Missouri 63102
Attention: Corporate Trust Department

(c) To the Note Owners if the same shall be duly mailed by registered or certified mail addressed to each of the Owners of Notes at the time Outstanding as shown by the note registration books kept at the principal corporate trust office of the Trustee or such other office as the Trustee shall designate.

All notices given by certified or registered mail as aforesaid shall be deemed duly given as of the date they are so mailed. The City and the Trustee may from time to time designate, by notice given hereunder to the others of such parties, such other address to which subsequent notices, certificates or other communications shall be sent

Section 1108. Suspension of Mail Service. If, because of the suspension of regular mail service or for any other reason, it is impossible or impractical to mail any notice in the manner herein provided, then such publication in lieu thereof as shall be made with the approval of the Trustee shall constitute a sufficient notice.

IN WITNESS WHEREOF, THE CITY OF ST. LOUIS, MISSOURI and UMB BANK, N.A., have caused this Indenture to be executed by their respective duly authorized representatives and their official seals to be affixed hereon as of the date set forth above.

THE CITY OF ST. LOUIS, MISSOURI

Francis G. Slay, Mayor

Darlene Green, Comptroller

Larry Williams, Treasurer

[SEAL]

Attest:

Parrie L. May, Register

Approved as to Form:

City Counselor

UMB BANK, N.A., AS TRUSTEE

By: _____
Vice President

[SEAL]

Attest:

Assistant Secretary

**EXHIBIT B
CONTINUING DISCLOSURE CERTIFICATE**

This Continuing Disclosure Certificate (this "Disclosure Certificate") is executed and delivered by **THE CITY OF ST. LOUIS, MISSOURI** (the "City") in connection with the issuance of \$[75,000,000] Tax and Revenue Anticipation Notes Payable from the General Revenue Fund, Series 2011 (the "Notes"). The Notes are being issued pursuant to Ordinance No. 68644 adopted by the Board of Aldermen of the City on May __, 2011 and approved by the Mayor of the City on May __, 2011 (the "Ordinance") and an Indenture of Trust dated as of July 1, 2011 (the "Indenture"), between the City and UMB Bank, N.A., St. Louis, Missouri, as Trustee (the "Trustee"). The City covenants and agrees as follows:

SECTION 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the City for the benefit of the Holders and Beneficial Owners of the Notes and in order to assist the Participating Underwriters in complying with the Rule (all as defined below). The City has determined that the City is the only "obligated person" with responsibility for continuing disclosure within the meaning of the Rule.

SECTION 2. Definitions. In addition to the definitions set forth in the Ordinance and the Indenture, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

“Beneficial Owner” shall mean any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Notes (including persons holding Notes through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Notes for federal income tax purposes.

“Dissemination Agent” shall mean any dissemination agent designated in writing by the City and which has filed with the City a written acceptance of such designation.

“EMMA” shall mean the Electronic Municipal Market Access system for municipal securities disclosures, accessible at www.emma.msrb.org.

“Listed Events” shall mean any of the events listed in Section 3(a) herein.

“National Repository” shall mean the Municipal Securities Rulemaking Board via EMMA or such other repository then authorized by the Securities and Exchange Commission to receive disclosure submissions under the Rule.

“Participating Underwriter” shall mean any of the original underwriters of the Notes required to comply with the Rule in connection with the offering of the Notes.

“Repository” shall mean each National Repository and each State Repository.

“Rule” shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time including any official interpretations thereof issued either before or after the effective date of this Disclosure Certificate which are applicable to this Disclosure Certificate.

“State” shall mean the State of Missouri.

“State Repository” shall mean any public or private repository or entity designated by the State as a state repository for the purpose of the Rule and recognized as such by the Securities and Exchange Commission. As of the date of this Disclosure Certificate, there is no State Repository.

SECTION 3. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section 3, the City shall give, or cause to be given in a timely manner not in excess of 10 business days after the occurrence of the event, notice of the occurrence of any of the following events with respect to the Notes, if material:

1. principal and interest payment delinquencies;
2. non-payment related defaults, if material;
3. modifications to rights of Noteholders, if material;
4. optional, contingent or unscheduled note calls, if material, and tender offers;
5. defeasances;
6. rating changes;
7. adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax-exempt status of the Notes ;
8. unscheduled draws on any debt service reserves reflecting financial difficulties;
9. unscheduled draws on any credit enhancements reflecting financial difficulties;

10. substitution of the credit or liquidity facility providers or their failure to perform;
11. release, substitution or sale of property securing repayment of the Notes, if material;
12. bankruptcy, insolvency, receivership, or similar event of the obligated person;
13. the consummation of a merger, consolidation or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of definitive agreement relating to any such actions, other than pursuant to its terms, if material; and
14. appointment of a successor or additional trustee or the change of name of a trustee, if material.

(b) Whenever the City obtains knowledge of the occurrence of a Listed Event, the City shall, as soon as possible, determine if such event would be material under applicable federal securities laws.

(c) If knowledge of the occurrence of a Listed Event would be material under applicable federal securities laws, the City shall promptly file a notice of such occurrence with each Repository, with a copy to the Trustee and the Participating Underwriters. Notwithstanding the foregoing, notice of Listed Events described in subsections (a)(4) and (5) herein need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to Holders of affected Notes pursuant to the Ordinance or the Indenture.

SECTION 4. Termination of Reporting Obligation. The City's obligations under this Disclosure Certificate shall terminate upon the legal defeasance, prior to redemption or payment in full of all the Notes. If such termination occurs prior to the final maturity of the Notes, the City shall give notice of such termination in the same manner as for a Listed Event under Section 3(a) herein.

SECTION 5. Dissemination Agent. The City may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent shall not be responsible in any manner for the content of any notice prepared by the City pursuant to this Disclosure Certificate. The Dissemination Agent may resign at any time by providing thirty (30) days' written notice to the City. The Dissemination Agent shall also have no duty or obligation to determine the materiality of the Listed Events and shall not be deemed to be acting in any fiduciary capacity for the City, any Beneficial Owner or any other party. If at any time there is not any other designated Dissemination Agent, the City shall be the Dissemination Agent.

SECTION 6. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the City may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied:

- (a) If the amendment or waiver relates to the provisions of Section 3(a) herein, it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the Notes, or the type of business conducted;
- (b) The undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Notes, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and
- (c) The amendment or waiver either (i) is approved by the Holders of the Notes in the same manner as provided in the Indenture for amendments to the Indenture with the consent of Holders, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Holders or Beneficial Owners of the Notes.

SECTION 7. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the City from disseminating other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the City chooses to include any information in any notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the City shall have no obligation under this Disclosure Certificate to update such information or include it in any future notice of occurrence of a Listed Event.

SECTION 8. Default. In the event of a failure of the City to comply with any provision of this Disclosure Certificate, any Holder or Beneficial Owner of the Notes may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the City to comply with its obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an event of default under the Ordinance or the Indenture, and the sole remedy under this Disclosure Certificate in the event of any failure of the City to comply with this Disclosure Certificate shall be an action to compel performance.

SECTION 9. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate and the City, to the extent permitted by law, agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including reasonable attorneys fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The Dissemination Agent shall have no responsibility for the City's failure to report a Listed Event. The obligations of the City under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Notes. No provision of this Disclosure Certificate shall be interpreted to limit, prohibit or affect any right of the City or the Trustee to provide notice to the Holders of the Notes or any other person pursuant to the terms of the Indenture.

SECTION 10. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the City, the Dissemination Agent, the Participating Underwriters and Holders and the Beneficial Owners from time to time of the Notes, and shall create no rights in any other person or entity.

SECTION 11. Governing Law. This Disclosure Certificate shall be governed by the laws of the State.

This Continuing Disclosure Certificate is dated as of the date set forth above.

THE CITY OF ST. LOUIS, MISSOURI

Francis G. Slay, Mayor

Darlene Green, Comptroller

Larry Williams, Treasurer

(SEAL)

Attest:

Parrie L. May, Registrar

Approved as to form:

City Counselor

Approved: May 25, 2011

**ORDINANCE #68885
Board Bill No. 6**

An ordinance prohibiting the issuance of any package liquor license for any non-licensed premises within the boundaries of the Fifth Ward Liquor Control District, as established herein, for a period of one year from the effective date hereof; containing exceptions and allowing, during the moratorium period, for the transfer of existing licenses, under certain circumstances; and containing an emergency clause.

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

SECTION ONE. LEGISLATIVE FINDINGS.

The existence of alcoholic beverage establishments appears to contribute directly to numerous peace, health, safety and general welfare problems including loitering, littering, drug trafficking, prostitution, public drunkenness, defacement and damaging of structures, pedestrian obstructions, as well as traffic circulation, parking and noise problems on public streets and neighborhood lots.

The existence of such problems creates serious impacts on the health, safety and welfare of residents of single- and multiple-family within the district, including fear for the safety of children, elderly residents and of visitors to the district. The problems also contribute to the deterioration of the neighborhood and concomitant devaluation of property and destruction of community values and quality of life. The number of establishments selling alcoholic beverages and the associated problems discourage more desirable and needed commercial uses in the area. In order to preserve the residential character and the neighborhood-serving commercial uses of the area, there shall be a moratorium on the issuance of new liquor licenses within the area beginning at the intersection of the Mississippi River and the centerline of the eastward prolongation of Mullanphy Street and proceeding in a generally clockwise direction along the centerlines west to N. 7th St., south to Interstate 70, south to Cole St., west to N. Tucker Blvd., south to Locust St., west to N. 13th St., north to Lucas Ave., west to 18th St., north to Dr. Martin Luther King Drive, west to Glasgow Ave., north to Gamble St., east to Leffingwell Ave., north to Madison St., west to Glasgow Ave., north to N. Market St., west to Grand Blvd., south to Dr. Martin Luther King Drive, west to N. Vandeventer Ave., north to Maffitt Ave., east to Prairie Ave., north to St. Louis Ave., east to Glasgow Ave., northeast to Greer Ave., east to Elliott Ave., north to Hebert St., east to Parnell St., north to Natural Bridge Ave., east to Palm St., east to Destrehan St., northeast to Branch St., southeast to the Mississippi River and south along the Mississippi River to the point of beginning. Such area shall be known as the Fifth Ward Liquor Control District.

SECTION TWO. The Excise Commissioner is hereby prohibited, for a period of one (1) year, beginning as of the effective date of this Ordinance, from approving the issuance of a package liquor license for any premises which is located within the boundaries of the Fifth Ward Liquor Control District established in Section One of this ordinance.

SECTION THREE. Notwithstanding the provisions of Section Two of this Ordinance, the Excise Commissioner shall have authority to:

- (1) Approve transfer of an existing license to another premises within the petition circle of the currently licensed premises, pursuant to the provisions of subsection (B) of section 14.06.330 of Ordinance 68536; and
- (2) Issue a drink license for premises, not licensed as of the effective date of this Ordinance, which currently is or will be, upon opening, operated as a restaurant, as such term is defined in section 14.01.390 of Ordinance 68536; and
- (3) Approve the renewal of an existing license under the provisions of Section 14.08.090 of Ordinance 68536; and
- (4) This ordinance shall not be applicable to properties located in the Fifth Ward Liquor Control District boundaries beginning at the point of Delmar Boulevard and N. Tucker Boulevard, south to Locust Street, west to N. 13th Street, north to Lucas Avenue, west to 18th Street, north to Delmar Boulevard to the point of beginning.

SECTION FOUR. EMERGENCY CLAUSE.

This being an ordinance for the preservation of public peace, health and safety, it is hereby declared to be an emergency measure within the meaning of Sections 19 and 20 of Article IV of the Charter of the City of St. Louis and therefore this ordinance shall become effective immediately upon its passage and approval by the Mayor.

Approved: May 25, 2011

**ORDINANCE #68886
Board Bill No. 12**

An Ordinance authorizing and directing the Fire Chief, on behalf of the City of St. Louis, to enter into and execute a Grant Agreement with the Federal Emergency Management Agency, to fund a Staffing for Adequate Fire and Emergency Response project, upon approval of the Board of Estimate and Apportionment, and to expend funds by entering into contracts or otherwise for grant purposes and containing an emergency clause.

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

SECTION ONE. The Fire Chief is hereby authorized and directed, on behalf of the City of St. Louis, to enter into and execute a Grant Agreement with Federal Emergency Management Agency to fund a Staffing for Adequate Fire and Emergency Response project. Said Grant Agreement shall be substantially in words and figures the same as the attached Agreement, which is made part of this Ordinance and is on file with the Register's Office.

SECTION TWO. The Fire Chief is hereby authorized and directed, upon approval of the Board of Estimate and Apportionment, to expend the funds, which are hereby appropriated for said purpose, by entering into contracts or otherwise received pursuant to the Grant Agreement, totaling \$3,215,483.00 in a manner that is consistent with the provisions of said Agreement, a copy of which is attached hereto and shall become part of the Ordinance.

SECTION THREE. Emergency Clause. This being an Ordinance for the immediate preservation of public peace, health and safety, it is hereby declared to be an immediate measure within the meaning of Sections 19 and 20 of Article IV of the Charter of the City of St. Louis and therefore this Ordinance shall become effective immediately upon its passage and approval by the Mayor.

Approved: May 25, 2011

ORDINANCE #68887
Board Bill No. 33

An Ordinance authorizing and directing the Mayor and the Comptroller of the City of Saint Louis to execute, upon receipt of and in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, a permanent, irrevocable Easement, which shall give, grant, extend and confer onto LACLEDE GAS COMPANY, a Missouri Corporation ("GRANTEE") whose address is 720 Olive St., its successors and assigns, leasees and tenants forever, the right and easement to construct, operate and maintain, a gas distribution system consisting of mains, service connections and appurtenances thereto, together with the privilege of removing at any time any or all of said GRANTEE'S improvements, in, under and across a ten (10) foot strip of ground in City Block 2034, and containing an emergency clause.

BE IT ORDAINED BY THE CITY OF SAINT LOUIS AS FOLLOWS:

SECTION ONE. The Mayor and Comptroller of the City of Saint Louis are hereby authorized and directed to execute a permanent, irrevocable Easement, attached hereto as Exhibit "A" which shall give, grant, extend and confer onto LACLEDE GAS COMPANY, their successors and assigns, the exclusive right to construct, operate, and maintain, a gas distribution system consisting of mains, service connections and appurtenances thereto, together with the privilege of removing at any time any or all of said GRANTEE'S improvements in, under and across a ten (10) foot strip of ground in City Block 2034.

SECTION TWO. The passage of this ordinance being deemed necessary for the preservation of the public peace, health, and safety, it is hereby deemed to be an emergency measure within the meaning of Sections 19 and 20 of Article IV of the Charter of the City of Saint Louis, and shall become effective upon its passage and approval by the Mayor.

EASEMENT

City of St. Louis, Missouri

_____, 2009

City of St. Louis, MO ("**GRANTORS**"), owners of a tract of land at 3900-4036 Holly Hills Ave., described as follows: A tract of land in C.B. 2034 Carondelet Park Addition in. U.S. Surveys 122 & 124 and described in Deed Book 527, Page 281 (Locator ID 20340000300) of the City of St. Louis, Missouri Records for and in consideration of the sum of ONE AND NO/100 Dollars (\$1.00) and other valuable consideration in hand paid, the receipt of which is hereby acknowledged, do hereby grant unto LACLEDE GAS COMPANY, a Missouri corporation ("**GRANTEE**"), whose address is: 720 Olive St., St. Louis, MO 63101, its successors, assigns, lessees and tenants forever, the right and easement to construct, operate and maintain a gas distribution system consisting of mains, service connections and appurtenances thereto, together with the privilege of removing at any time any or all of said **GRANTEE'S** improvements, in, under and across the following part of the aforesaid land, namely:

A strip of land, ten (10) feet in width, the centerline of which is the final location of gas service pipe located according to the work order No. 60336 prepared by **GRANTEE**, signed by both **GRANTOR** and **GRANTEE**, kept on file in the office of **GRANTEE** and incorporated by reference into this agreement as Exhibit "A".

All easement strips shall be deemed to terminate at the exterior walls of any and all buildings and improvements. In no event shall an easement strip underlie any building or improvements. Any future improvement which would encroach an easement strip shall not terminate said easement, but shall relocate said easement to a reasonable location agreeable to both parties.

GRANTEE will properly backfill all excavations and restore to original condition as nearly as practicable.

GRANTORS shall have the right to use and enjoy the above described lands, except as to the rights herein conveyed. In no event shall **GRANTORS** erect or maintain any building in, upon, or over said easement.

IN WITNESS WHEREOF, said City of St. Louis, MO has caused these presents to be signed by its _____ the day and year first above written.

City of St. Louis, MO

Name: _____

Printed Name: _____

Title: _____

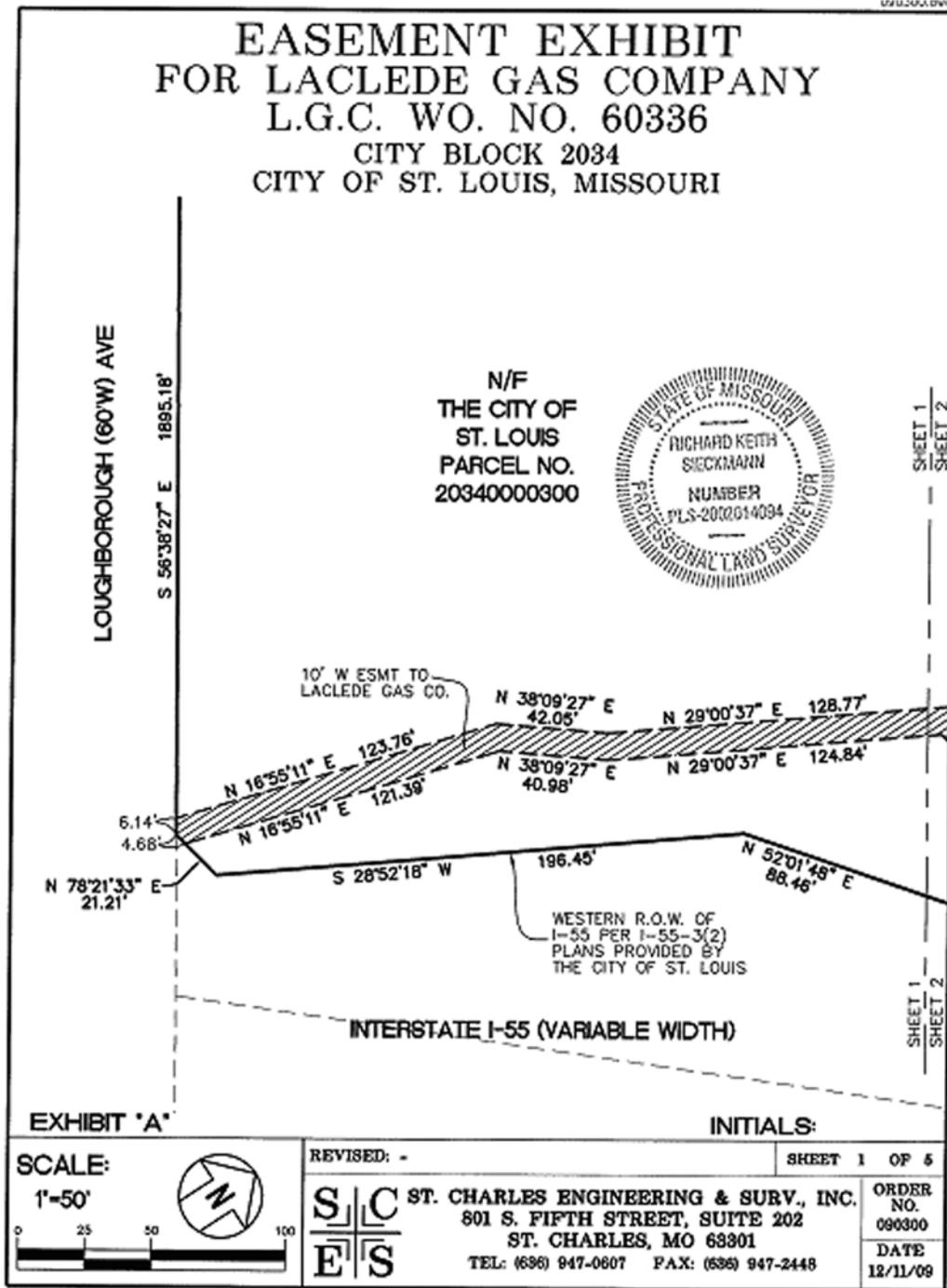
STATE OF MISSOURI)
) ss.
COUNTY OF ST. LOUIS)

On the _____ day of _____, before me, _____, a notary public in and for said state, appeared _____, who being by me duly sworn, did say that he/she is _____ of City of St. Louis, MO and that said instrument was signed in behalf of said corporation by authority of its _____ and the said _____ acknowledged said instrument to be the free act and deed of said City of St. Louis, MO

My Commission expires _____.

Notary Public

W.O. 60336
Grid: 124-57



D20300.dwg

**EASEMENT EXHIBIT
FOR LACLEDE GAS COMPANY
L.G.C. WO. NO. 60336
CTIY BLOCK 2034
CITY OF ST. LOUIS, MISSOURI**

N/F
THE CITY OF
ST. LOUIS
PARCEL NO.
20340000300

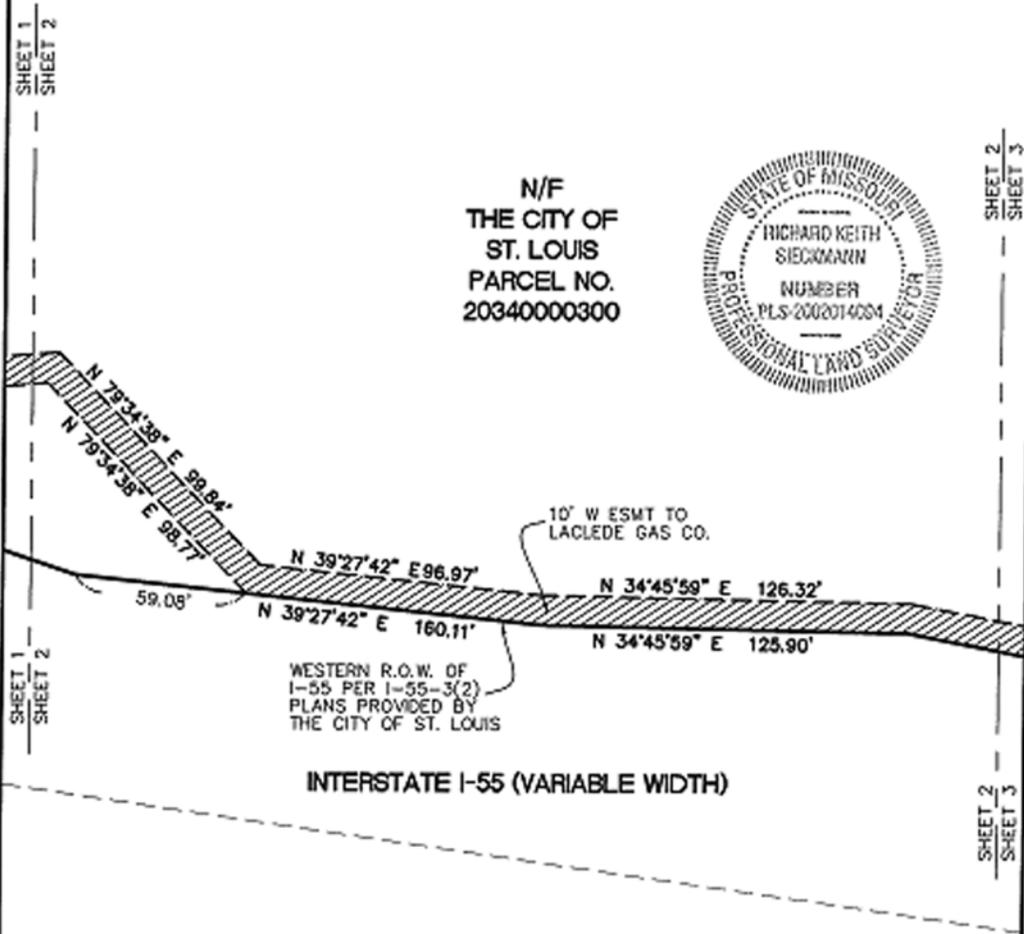


EXHIBIT "A"		INITIALS:	
SCALE: 1"=50'		REVISED: -	SHEET 2 OF 5
		S C ST. CHARLES ENGINEERING & SURV., INC. 801 S. FIFTH STREET, SUITE 202 ST. CHARLES, MO 63301 TEL: (636) 947-0607 FAX: (636) 947-2448	ORDER NO. 090300 DATE 12/11/09

**EASEMENT EXHIBIT
FOR LACLEDE GAS COMPANY
L.G.C. WO. NO. 60336
CTIY BLOCK 2034
CITY OF ST. LOUIS, MISSOURI**

N/F
THE CITY OF
ST. LOUIS
PARCEL NO.
20340000300

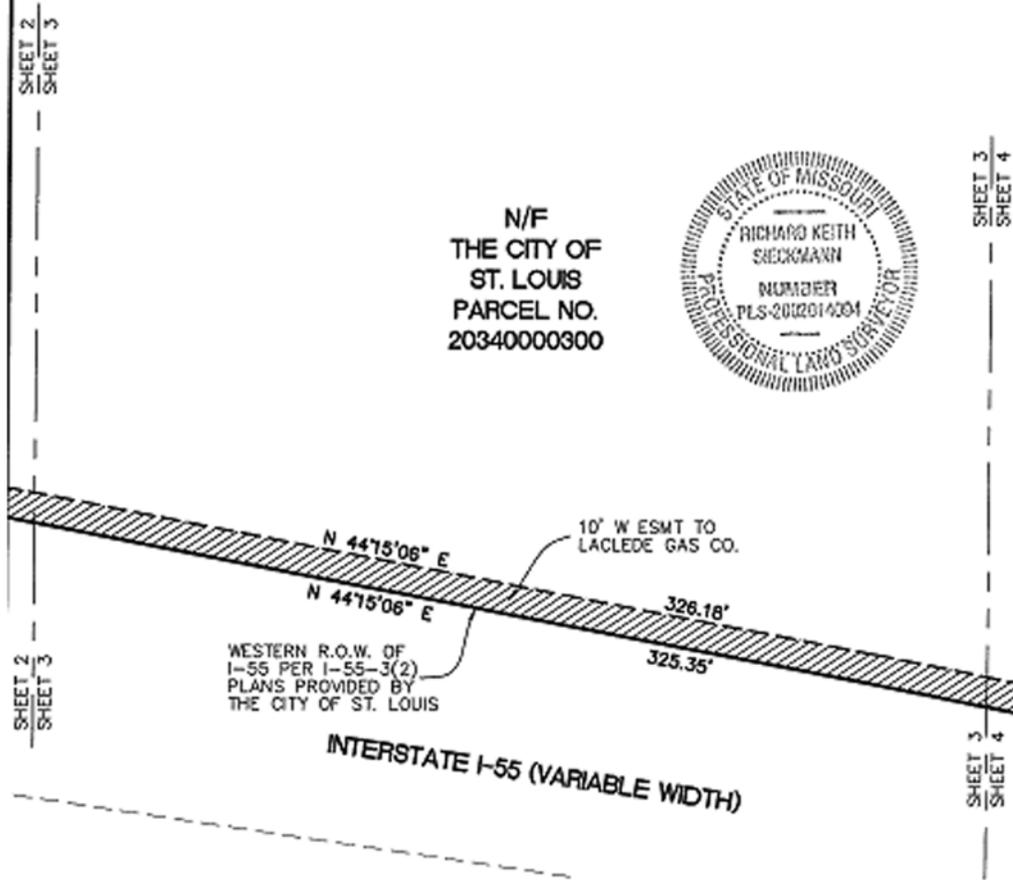
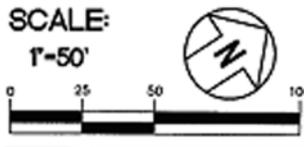


EXHIBIT "A"

INITIALS:



REVISED: -

S	C	ST. CHARLES ENGINEERING & SURV., INC. 801 S. FIFTH STREET, SUITE 202 ST. CHARLES, MO 63301 TEL: (636) 947-0607 FAX: (636) 947-2448
E	S	

SHEET 3 OF 5

ORDER NO. 090300
DATE 12/11/09

**EASEMENT EXHIBIT
FOR LACLEDE GAS COMPANY
L.G.C. WO. NO. 60336
CTIY BLOCK 2034
CITY OF ST. LOUIS, MISSOURI**

N/F
THE CITY OF
ST. LOUIS
PARCEL NO.
20340000300

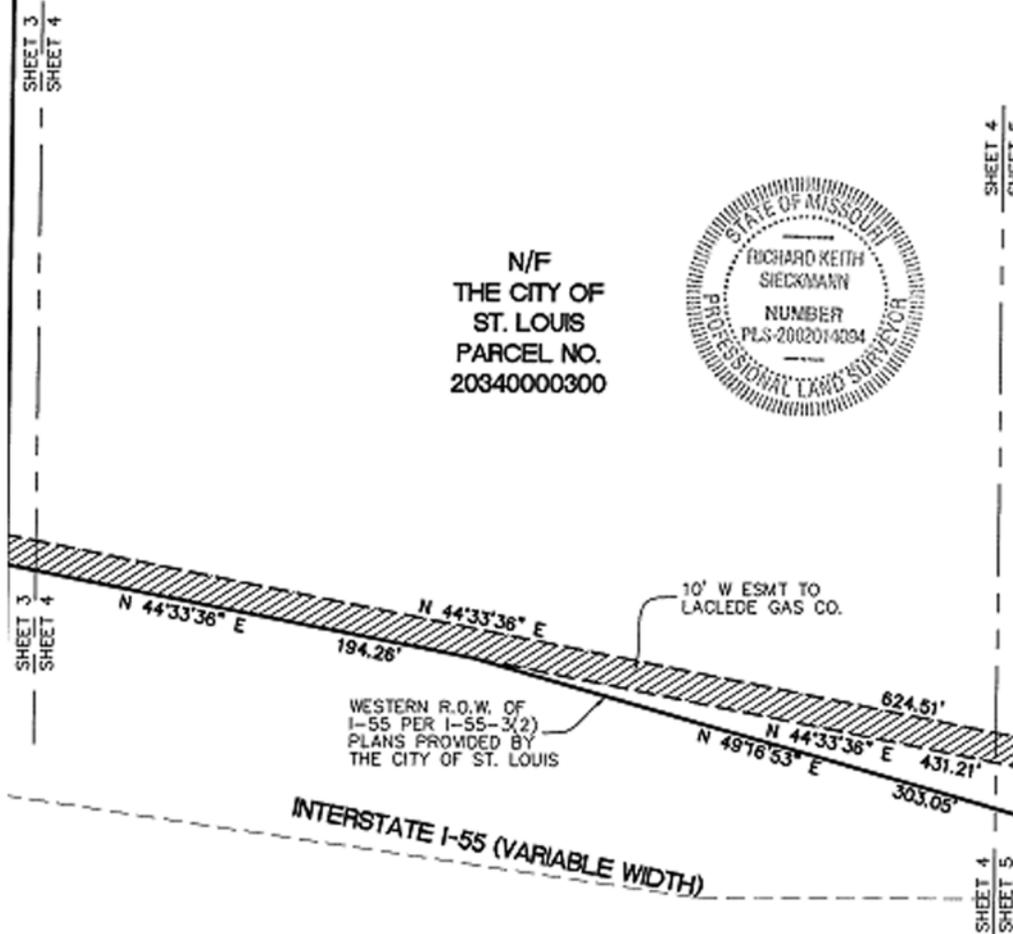


EXHIBIT "A"

INITIALS:

SCALE:

1"=50'



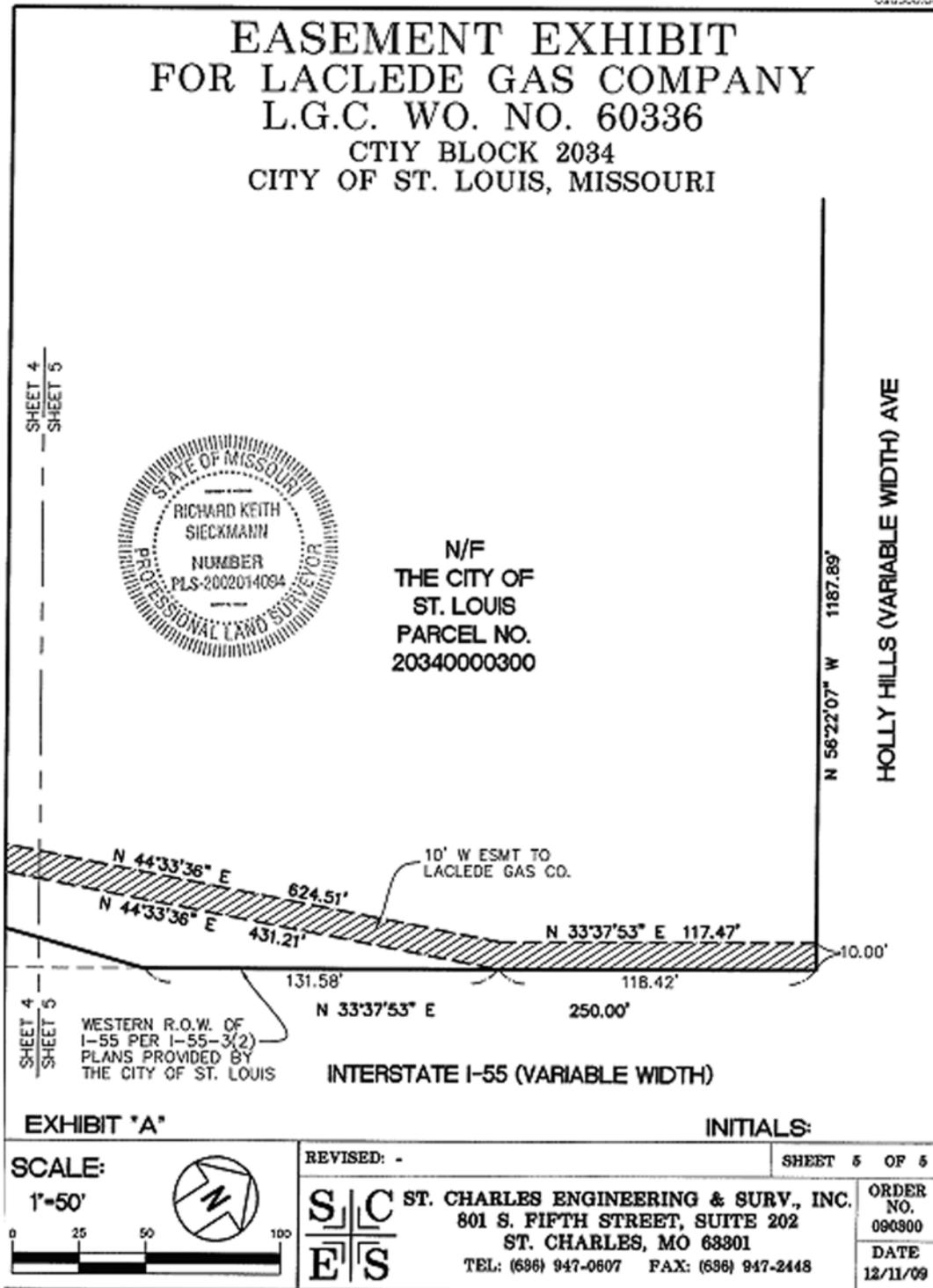
REVISED: -

SHEET 4 OF 5



ST. CHARLES ENGINEERING & SURV., INC.
801 S. FIFTH STREET, SUITE 202
ST. CHARLES, MO 63301
TEL: (636) 947-0607 FAX: (636) 947-2448

ORDER NO.
090900
DATE
12/11/09



Approved: May 25, 2011

ORDINANCE #68888
Board Bill No. 47

An ordinance recommended and approved by the Airport Commission and the Board of Estimate and Apportionment, ratifying and adopting the actions of the Mayor and the Comptroller of the City of St. Louis (the "City"), the owner and operator of Lambert-St. Louis International Airport® (the "Airport"), in accepting and executing on behalf of the City a certain grant agreement offered by the United States of America (the "Grant Agreement"), acting through the Federal Aviation Administration of the United States Department of Transportation, the Grant Agreement being for Project Number 3-29-0085-128-2011, dated March 10, 2011, for a maximum federal obligation of Four Hundred Twenty Three Thousand Dollars (\$423,000), which is filed in the Office of the City Register [Comptroller Document No. 62406], for the reimbursement of direct costs associated with implementing the Part 139 Interactive Training System; and containing an emergency clause.

BE IT SO ORDAINED BY THE CITY OF ST. LOUIS AS FOLLOWS:

SECTION ONE. The actions of the Mayor and the Comptroller of the City of St. Louis (the "City"), the owner and operator of Lambert-St. Louis International Airport® (the "Airport"), in accepting and executing on behalf of the City a grant agreement offered by the United States of America (the "Grant Agreement"), acting through the Federal Aviation Administration of the United States Department of Transportation, the Grant Agreement being for Project Number 3-29-0085-128-2011, dated March 10, 2011, for a maximum federal obligation of Four Hundred Twenty Three Thousand Dollars (\$423,000), which is filed in the Office of the City Register [Comptroller Document No. 62406], for the reimbursement of direct costs associated with implementing the Part 139 Interactive Training System, is hereby ratified and approved.

SECTION TWO. All terms, conditions, statements, warranties, representations, covenants, agreements, and assurances contained in the project application and the incorporated materials referred to in the Grant Agreement are hereby ratified and approved and made a part hereof.

SECTION THREE. This being an ordinance providing for a Public Work and Improvement Program, it is hereby declared to be an emergency measure as defined in Article IV, Section 20 of the City Charter, and shall become effective immediately upon approval of the Mayor of the City.

Approved: May 25, 2011

ORDINANCE #68889
Board Bill No. 48

An Ordinance recommended and approved by the Board of Estimate and Apportionment authorizing and directing the Director of Airports and the Comptroller of the City of St. Louis (the "City") to enter into and execute on behalf of the City the "First Amendment To Lambert-St. Louis International Airport® Development Agreement (Northern Tract Site)" (the "First Amendment") to the Development Agreement AL-479, dated March 1, 2010 (the "Development Agreement"), authorized by Ordinance 68558 approved January 29, 2010, between the City and Aero St. Louis, LLC, a limited liability company of the State of Delaware (the "Developer"); the First Amendment to the Development Agreement, which is attached hereto as ATTACHMENT "1" and made a part hereto, was approved by the City's Airport Commission, and its terms are more fully described in Section One of this Ordinance; containing a severability clause; and containing an emergency clause.

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

SECTION ONE. The Director of Airports and the Comptroller of the City of St. Louis (the "City") are hereby authorized and directed to enter into and execute on behalf of the City the "First Amendment To Lambert-St. Louis International Airport® Development Agreement (Northern Tract Site)" (the "First Amendment") to the Development Agreement AL-479, dated March 1, 2010 (the "Development Agreement"), authorized by Ordinance 68558 approved January 29, 2010, between the City and Aero St. Louis, LLC, a limited liability company of the State of Delaware (the "Developer"); the First Amendment to the Development Agreement, which was approved by the City's Airport Commission, is to read in words and figures as set out in ATTACHMENT "1" and is attached hereto and made part hereof.

SECTION TWO. The sections, conditions, or provisions of this Ordinance or portions thereof shall be severable. If any section, condition, or provision of this Ordinance or portion thereof is held invalid by a court of competent jurisdiction, such holding shall not invalidate the remaining sections, conditions, or provisions of this Ordinance.

SECTION THREE. This being an Ordinance for the preservation of public peace, health, or safety, it is hereby declared

to be an emergency measure as defined in Article IV, Section 20 of the City’s Charter and shall become effective immediately upon its approval by the Mayor of the City.

AL#-479

**FIRST AMENDMENT
TO
LAMBERT-ST. LOUIS INTERNATIONAL AIRPORT®
DEVELOPMENT AGREEMENT
(NORTHERN TRACT SITE)**

THIS FIRST AMENDMENT, entered into this day of , 2011, by and between the CITY OF ST. LOUIS (“**City**”), a municipal corporation of the State of Missouri, and Aero St. Louis, LLC (“**Developer**”), a limited liability company organized and existing under the laws of the State of Delaware, hereinafter the “**First Amendment**”.

WITNESSETH THAT:

WHEREAS, the City is the owner and operator of Lambert-St. Louis International Airport® (“**Airport**”);

WHEREAS, City and Developer are parties to a Development Agreement (AL#-479) for the development of the Northern Tract Site dated December 2, 2009 (“**Agreement**”) authorized by Ordinance 68558, approved January 29, 2010;

WHEREAS, the City intends to enter into an Airport Aid Agreement with the Missouri Highway and Transportation Commission (“**Grant Agreement**”) pursuant to which the City will receive grants-in-aid to improve a portion of the aircraft ramp depicted in **Exhibit G**, which aircraft ramp is situated within the Premises (as defined in the Agreement); and

WHEREAS, the parties desire to acknowledge that the City shall have the right to access the Premises for purposes of conducting an improvement project on the aircraft ramp depicted in Exhibit G, and to revise certain terms and conditions of the Agreement in order to comply with the terms of the Grant Agreement.

NOW, THEREFORE, for and in consideration of the promises, and of the mutual covenants and agreements herein contained, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the City and the Developer agree to amend the Agreement as follows:

SECTION 1. Developer acknowledges that the City shall have the right to enter the Premises for purposes of improving the aircraft ramp depicted in Exhibit G. The ramp improvement project is expected to begin by August 11, 2011 and is expected to be completed by the end of November 2011.

SECTION 2. A new Section 212 is hereby added to the Agreement to read as follows:

Section 212. Aircraft Ramp. The area of the aircraft ramp shown in **Exhibit G** shall be used solely as an aircraft ramp for public use consistent with the terms of this Development Agreement, unless otherwise agreed to in writing by the City.

SECTION 3. All of the terms, covenants, warranties, and conditions of the Agreement not inconsistent with this First Amendment are unchanged and are hereby ratified and approved and shall remain in full force and effect.

{Signature Pages to Follow}

IN WITNESS WHEREOF, the parties hereto execute this First Amendment for themselves, their successors and assigns, as of the day and year first written above.

Pursuant to City of St. Louis Ordinance _____, approved on _____, 2011.

THE CITY OF ST. LOUIS, MISSOURI, OPERATING LAMBERT-ST. LOUIS INTERNATIONAL AIRPORT®:

The foregoing Amendment to Agreement was approved by the Airport Commission at its meeting on _____, 2011.

**EXECUTIVE SUMMARY
FOR
APRIL 6, 2011 AIRPORT COMMISSION MEETING**

- ORDINANCE C.** Draft Ordinance authorizing the Seventh Supplemental Appropriation in the amount of One Hundred Forty One Thousand Dollars (\$141,000) from the Airport Development Fund into the Airport Schedule F CIP Project Ordinance 67357, approved December 19, 2006, as amended.
- FINANCIAL CONTACT:** Susan Kopinski
Deputy Director of Finance and Administration
(314) 890-1328
sdkopinski@flystl.com
- PROJECT CONTACT:** Cornell F. Mays
Deputy Director of Planning and Development
(314) 551-5008
cfmays@flystl.com
- REQUIRED APPROVALS:** Director of Airports, Airport Commission, City Board of Estimate and Apportionment, and the City Board of Aldermen.

Approved: May 25, 2011

**ORDINANCE #68891
Board Bill No. 50**

An Ordinance, recommended and approved by the Airport Commission and the Board of Estimate and Apportionment authorizing a supplemental appropriation and set apart in the total amount of Two Million Three Hundred Twenty-three Thousand Dollars (\$2,323,000) from the Airport Development Fund established under Ordinance 59286 approved October 26, 1984, to the "Annual Budget" established under authority of Ordinance No. 68643 approved June 25, 2010 for the fiscal year beginning July 1, 2010 and ending June 30, 2011, for current expenses of the government as detailed in **EXHIBIT "1"** which is attached hereto and incorporated herein; and containing an emergency clause.

WHEREAS, the "Annual Budget" was established under authority of Ordinance No. 68643 approved on June 25, 2010;

WHEREAS, the Charter of The City of St. Louis (the "City"), Article XVI, Section 6, authorizes supplemental appropriations when any accruing, inappropriate City revenue is available and when the Board of Estimate and Apportionment recommends same;

WHEREAS, it is now necessary to authorize a supplemental appropriation to the Annual Budget established under authority of Ordinance No. 68643 approved June 25, 2010 in the total amount of Two Million Three Hundred Twenty-three Thousand Dollars (\$2,323,000) for current expenses of the government as detailed in **EXHIBIT "1"** which is attached hereto and incorporated herein;

WHEREAS, there is a balance in excess of Two Million Three Hundred Twenty-three Thousand Dollars (\$2,323,000) available for appropriation from the Airport Development Fund established under Ordinance No. 59286 approved October 26, 1984, Exhibit A, Article V, Sections 502 and 510; and

WHEREAS, this Ordinance is recommended by the Airport Commission and the Board of Estimate and Apportionment.

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

SECTION ONE. There is hereby authorized a supplemental appropriation and set apart in the total amount of Two Million Three Hundred Twenty-three Thousand Dollars (\$2,323,000) from the Airport Development Fund established under Ordinance 59286 approved October 26, 1984, Exhibit A, Article V, Sections 502 and 510, to the "Annual Budget" established under authority of Ordinance No. 68643 approved June 25, 2010 for the fiscal year beginning July 1, 2010 and ending June 30, 2011, for current expenses of the government as detailed in **EXHIBIT "1"** which is attached hereto and incorporated herein.

SECTION TWO. In addition to the charter powers granted to the Comptroller to preserve the credit of the City of St. Louis (the "City"), and for that purpose, or in case of any extraordinary emergency of any kind, with the approval of the Board of Estimate and Apportionment, and with or without any ordinance or other authority or appropriations therefore, to draw warrants on the treasurer or effect temporary loans to pay debts and judgments and other liabilities of the City, or to meet any such emergency, charging such warrants to any excess balances in appropriations made by this budget ordinance and then specifically reporting such action to the Board of Aldermen at its first meeting thereafter, the Comptroller is hereby directed to cause to be made transfers:

a. within departments, divisions of funds, if such transfers are under \$250,000 per occurrence and if they are approved by a majority vote of the Board of Estimate and Apportionment, or

b. between or among departments, divisions or funds (except Fund 1217-Capital Improvement Projects), if such funds are under \$250,000 per occurrence and if they are approved by a vote of the Board of Estimate and Apportionment.

SECTION THREE. This Ordinance being deemed necessary for the immediate preservation of the public peace, health or safety, it is hereby declared to be an emergency measure pursuant to Article IV, Section 20, of the City Charter and shall become effective immediately upon passage and approval by the City's Mayor.

**EXHIBIT 1
FY 2011 SUPPLEMENTAL APPROPRIATION
AIRPORT ACCOUNT (FUND 1511)**

SOURCES OF FUNDS:

Unappropriated Airport Development Funds	\$2,323,000
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USES OF FUNDS:

Airport Contract Snow Removal- Airfield	
420-5638 Facilities and Grounds Services	\$ 782,000
Facilities & Grounds – Deicer	
420-5238 Facilities and Grounds Materials	<u>\$ 1,541,000</u>

TOTAL ESTIMATED USES OF FUNDS	\$ 2,323,000
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Approved: May 25, 2011

**ORDINANCE #68892
Board Bill No. 52**

An Ordinance recommended and approved by the Board of Estimate and Apportionment authorizing and directing the Director of Airports and the Comptroller for the City of St. Louis (the "City") to enter into and execute on behalf of the City an Airport Use and Lease Agreement with a term ending June 30, 2016 (the "Use Agreement") and, when indicated, an Airport Use and Lease Agreement Cargo Addendum (the "Cargo Addendum") for Lambert- St. Louis International Airport® (the "Airport") between the City and executed by any airline operator (the "Airline") listed in ATTACHMENT A to this Ordinance, which is attached hereto and incorporated herein, granting to such Airline certain rights and privileges for the use of the Airport and its facilities subject to the terms, covenants, and conditions set forth in the Use Agreement and the Cargo Addendum that were approved by the City's Airport Commission and the City's Board of Estimate and Apportionment, and are attached hereto as ATTACHMENT B and ATTACHMENT C respectively to this Ordinance and made a part hereof; containing a severability clause; and containing an emergency clause.

WHEREAS, the City of St. Louis, Missouri (the "City") owns an airport known as the Lambert-St. Louis International Airport® (the "Airport") which is operated by the Airport Authority of the City; and

WHEREAS, various airline operators are engaged in the business of providing commercial air transportation of persons and property as scheduled air carriers certificated by the United States Government to engage in such business and to that end desire to enter into agreements for the use of the Airport and its facilities; and

WHEREAS, the City is willing to grant certain rights and privileges for the use of the Airport and its facilities to any of the airlines listed in ATTACHMENT A (the "Airline") to this Ordinance, which is attached hereto and incorporated herein, upon the terms and conditions set forth in the City's Airport Use and Lease Agreement with a term ending June 30, 2016 and the City's Airport Use and Lease Agreement Cargo Addendum attached hereto as ATTACHMENT B and ATTACHMENT C respectively to

this Ordinance and made a part hereof.

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

SECTION ONE. The Director of Airports and the Comptroller for the City of St. Louis (the “City”) are hereby authorized and directed to enter into and execute on behalf of the City an Airport Use and Lease Agreement with a term ending June 30, 2016 (the “Use Agreement”) for Lambert-St. Louis International Airport® (the “Airport”) between the City and any airline operator executing the Use Agreement (the “Airline”) listed in ATTACHMENT A to this Ordinance, which is attached hereto and incorporated herein, granting to the Airline certain rights and privileges for the use of the Airport and its facilities subject to the terms, covenants and conditions set forth in the Use Agreement that was approved by the City’s Airport Commission and the City’s Board of Estimate and Apportionment, and is to read in words and figures substantially as set out in ATTACHMENT B, which is attached hereto and made a part hereof.

SECTION TWO. The Director of Airports and the Comptroller for the City are further authorized and directed to enter into and execute on behalf of the City, in addition to the Use Agreement, an Airport Use and Lease Agreement Cargo Addendum that was approved by the City’s Airport Commission and the City’s Board of Estimate and Apportionment, and is to read in words and figures substantially as set out on ATTACHMENT C, which is attached hereto and made a part hereof, with Airlines engaged in the business of providing commercial air transportation of property only which are designated with the footnote “Cargo Addendum” in ATTACHMENT A.

SECTION THREE. The sections, conditions, or provisions of this Ordinance or portions thereof shall be severable. If any section, condition, or provision of this Ordinance or portion thereof contained herein is held invalid by a court of competent jurisdiction, such holding shall not invalidate the remaining sections, conditions, or provisions or portion thereof of this Ordinance unless the court making such finding shall determine that the valid portions standing alone are incomplete and are incapable of being executed in accord with the legislative intent.

SECTION FOUR. This being an ordinance for the preservation of public peace, health, or safety, it is hereby declared to be an emergency measure as defined in Article IV, Section 20 of the City Charter and shall become effective immediately upon its approval by the Mayor of the City.

ATTACHMENT A

The Airlines eligible to sign the Airport Use and Lease Agreement and Airlines [with an *] also eligible to sign the Cargo Addendum are:

ABX Air, Inc.*

Aerovias de Mexico, S.A. de C.V., d/b/a AeroMexico

Air Transport International, L.L.C.*

Air Wisconsin Airlines Corporation

AirTran Airways

Alaska Airlines

American Airlines

American Eagle Airlines

ASTAR Air Cargo, Inc.*

Atlantic Southeast Airlines, Inc.

Brendan Airways LLC, d/b/a USA 3000 Airlines

Capital Cargo International*

Chautauqua Airlines, Inc.

Comair

Compass Airlines

Continental Airlines

Delta Air Lines, Inc.

ExpressJet Airlines, Inc., d/b/a Continental Express

Federal Express Corporation*

Freedom Airlines

Frontier Airlines

GoJet Airlines, L.L.C.

Hyannis Air Service, Inc., d/b/a Cape Air

Jazz Air, Inc., d/b/a Air Canada Jazz

Mesa Airlines, Inc.

Mesaba Aviation

MN Airlines, LLC d/b/a Sun Country Airlines

Pinnacle Airlines

PSA Airlines, Inc.

Republic Airlines

Ryan Air

Shuttle America Corporation

SkyWest Airlines

Southwest Airline Co.

Trans States Airlines

United Air Lines

United Parcel Service Co.*

USAirways, Inc.

*Cargo Addendum

ATTACHMENT B

Airport Use and Lease Agreement
Is on file in the Register's Office.

ATTACHMENT C

Airport Use and Lease Agreement Cargo Addendum
Is on file in the Register's Office.

**CITY OF ST. LOUIS
LAMBERT-ST. LOUIS INTERNATIONAL AIRPORT®
AIRPORT USE AND LEASE AGREEMENT
CARGO ADDENDUM
[AIRLINE NAME]**

This Cargo Addendum, is dated _____, 201_, and is between The City of St. Louis, a municipal corporation of the State of Missouri ("City"), and _____, a corporation organized and existing under the laws of the State of ("Airline").

RECITALS

Airline is engaged in the business of providing commercial air transportation of property ("Air Cargo").

Airline wishes to provide Air Cargo services at the Airport and, to that end, desires to enter into an Airport Use and Lease Agreement ("Agreement") for the use of the Airport.

The City is willing to grant Airline certain rights and privileges for the use of the Airport and its facilities upon the terms and conditions set forth in the Agreement.

The parties therefore agree as follows:

Section 101

The parties acknowledge that Airline, as an Air Cargo Airline, shall not operate from the Terminal Buildings (as defined in the Agreement), and that, consequently, all rights and obligations set forth in the Agreement with respect to the use of the Leased Premises shall be inapplicable, including, but not limited to, the following Sections, Subsections and Exhibits to the Agreement: Subsections 301(A), (H), (L), (M), and (R); Sections 401 -410, 502, and 504; Subsection 505(A); Sections 604, 605, 709, 801,903, 1103, 1204-1207; and Exhibit B.

Section 102

Airline shall arrange for operating space separate from this Agreement with the City or with a third-party Airport tenant whose rights include providing such space. In addition, should Airline require to purchase ground handling services at the Airport, Airline shall make the appropriate arrangements through a third-party Airport tenant whose rights include providing such ground handling services to Air Cargo airlines. The City retains the right to review and approve any agreement for operating space and/or ground handling services entered into between Airline and such third-party Airport tenant prior to the commencement of Airline's operations at the Airport.

IN WITNESS WHEREOF, the parties hereto for themselves, their successors and assigns, have executed this Agreement as of date first written above.

THE CITY OF ST. LOUIS, MISSOURI, OPERATING LAMBERT-ST. LOUIS INTERNATIONAL AIRPORT®:

Pursuant to Ordinance _____, approved _____, 201_.

The foregoing Cargo Addendum was approved by the Airport Commission at its meeting on _____, 201_.

By:

Airport Commission Chairman

Date

The foregoing Cargo Addendum was approved by the Board of Estimate and Apportionment at its meeting on _____, 20__.

By:

Secretary, Board of Estimate &
Apportionment

Date

APPROVED AS TO FORM ONLY:

COUNTERSIGNED:

City Counselor

Date

Comptroller

Date

ATTESTED:

Register

Date

Approved: May 25, 2011