

ORDINANCE #69913
Board Bill No. 194

AN ORDINANCE RECOMMENDED BY THE BOARD OF ESTIMATE AND APPORTIONMENT AUTHORIZING THE EXECUTION OF A THIRD AMENDMENT TO REDEVELOPMENT AGREEMENT BETWEEN THE CITY OF ST. LOUIS, MISSOURI, AND ST. LOUIS INNOVATION DISTRICT, LLC; ESTABLISHING THE SSTIF ACCOUNT OF THE ST. LOUIS INNOVATION DISTRICT SPECIAL ALLOCATION FUND; AUTHORIZING AND DIRECTING THE MAYOR AND THE COMPTROLLER TO EXECUTE AND DELIVER A SECOND SUPPLEMENTAL TRUST INDENTURE, A FINANCING AGREEMENT, A TAX COMPLIANCE AGREEMENT AND A CONTINUING DISCLOSURE AGREEMENT; SUPERSEDING PROVISIONS OF PRIOR ORDINANCES OF THE CITY TO THE EXTENT INCONSISTENT WITH THE TERMS HEREOF; AUTHORIZING CERTAIN ACTIONS BY CITY OFFICIALS; AND CONTAINING A SEVERABILITY CLAUSE.

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

WHEREAS, on December 20, 1991, pursuant to Ordinance No. 62477, the Board of Aldermen of the City created the Tax Increment Financing Commission of the City of St. Louis, Missouri (the “TIF Commission”); and

WHEREAS, the TIF Commission is duly constituted according to the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 to 99.865 of the Revised Statutes of Missouri (2000), as amended (the “TIF Act”), and is authorized to hold public hearings with respect to proposed redevelopment areas and redevelopment plans and to make recommendations thereon to the City; and

WHEREAS, pursuant to Ordinance No. 69389, the Board of Aldermen approved and adopted a plan for redevelopment titled the “St. Louis Innovation District Tax Increment Financing (TIF) Redevelopment Plan” dated October 15, 2012, and revised as of December 4, 2012, and January 11, 2013 (the “Original Redevelopment Plan”), for an area consisting of City Blocks 3971.13, 3970, 3968.13, 4589, 3904, 3917, 3966.13, 3967.13, 3962, 3961, 4586, 3918.04, 3919.04, 3953, 3960 and 3959, which area is more fully described in said Ordinance (the “Redevelopment Area” or “Area”); and

WHEREAS, pursuant to Ordinance No. 69523, the Board of Aldermen approved a revision to the Original Redevelopment Plan in the form of the “St. Louis Innovation District Tax Increment Financing (TIF) Redevelopment Plan” last revised June 6, 2013 (the “Redevelopment Plan”); and

WHEREAS, the Redevelopment Plan proposes to redevelop the Redevelopment Area through the rehabilitation and redevelopment of all or a portion of the Redevelopment Area into commercial, residential, retail, and related space, together with related improvements, as set forth in the Redevelopment Plan; and

WHEREAS, pursuant to Ordinance No. 69390, the Board of Aldermen authorized execution of a Redevelopment Agreement (the “Original Redevelopment Agreement”) between the City and St. Louis Innovation District, LLC (the “Developer”); and

WHEREAS, the Original Redevelopment Agreement was executed by the City and the Developer, effective as of October 21, 2013; and

WHEREAS, pursuant to Ordinance No. 69524, the Board of Aldermen authorized execution of a First Amendment to Redevelopment Agreement (the “First Amendment”) between the City and the Developer; and

WHEREAS, the First Amendment was executed by the City and the Developer, effective as of October 21, 2013; and

WHEREAS, pursuant the TIF Act and after due consideration of the TIF Commission’s recommendations the Board of Aldermen adopted Ordinance No. 69721 which, among other things, adopted tax increment financing within RPA 7 (as defined in the Redevelopment Plan); and

WHEREAS, pursuant to Ordinance No. 69722, the Board of Aldermen authorized execution of a Second Amendment to Redevelopment Agreement (the “Second Amendment”; the Original Redevelopment Agreement, as amended by the First Amendment and the Second Amendment, the “Redevelopment Agreement”) between the City and the Developer; and

WHEREAS, the Second Amendment was executed by the City and the Developer, effective as of July 24, 2014; and

WHEREAS, pursuant to Ordinance No. 69525, the Board of Aldermen authorized execution of a Trust Indenture (the "Original Indenture") between the City and UMB Bank, N.A., as trustee (the "Trustee");

WHEREAS, the Original Indenture was executed by the City and the Trustee, effective as of August 1, 2014;

WHEREAS, pursuant to Ordinance No. 69723, the Board of Aldermen authorized execution of a Supplemental Trust Indenture (the "First Supplemental Indenture"; the Original Indenture, as supplemented by the First Supplemental Indenture, the "Indenture") between the City and the Trustee;

WHEREAS, by State Supplemental Tax Increment Financing Precertification Request dated December 3, 2013 (the "SSTIF Application"), the City requested that the State of Missouri (the "State") grant State Supplemental Tax Increment Financing ("SSTIF") funds pursuant to Section 99.845 of the TIF Act derived from SSTIF revenues in RPA 7 for certain additional projects planned for the Redevelopment Area (as such projects were modified from time to time, the "SSTIF Projects");

WHEREAS, by Certificate of Approval dated _____, 2014 (the "SSTIF Certificate") issued by the Department of Economic Development and the Commissioner of the Office of Administration pursuant to the SSTIF Application, the State has granted SSTIF funds for the SSTIF Projects;

WHEREAS, the Board of Aldermen desires to enter into the Third Amendment to Redevelopment Agreement, between the City and the Developer, in substantially the form attached as **Exhibit A** hereto and incorporated herein by reference (the "Third Amendment to Redevelopment Agreement") to incorporate certain provisions relating to the SSTIF revenues and the SSTIF Projects; and

WHEREAS, the Board of Aldermen desires to enter into the Second Supplemental Indenture between the City and the Trustee, in substantially the form attached as **Exhibit B** hereto and incorporated herein by reference (the "Second Supplemental Indenture"), to amend the Indenture in connection with SSTIF revenues and SSTIF Obligations (as defined therein, the "SSTIF Obligations"); and

WHEREAS, the Board of Aldermen desires to enter into the Financing Agreement, between The Industrial Development Authority of the City of St. Louis, Missouri (the "IDA") and the City, in substantially the form attached as **Exhibit C** hereto and incorporated herein by reference (the "Financing Agreement") in connection with the issuance of the IDA of SSTIF Obligations; and

WHEREAS, the City further desires to facilitate the issuance by the IDA of the SSTIF Obligations by entering into a tax compliance agreement among the City, the Developer and the IDA (the "Tax Compliance Agreement") and by entering into a continuing disclosure agreement between the City and the dissemination named therein (the "Continuing Disclosure Agreement").

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

SECTION ONE. The Board of Alderman hereby ratifies the SSTIF Application, accepts the SSTIF Certificate, and authorizes and approves the SSTIF Projects subject to terms and conditions of the Redevelopment Agreement, as amended.

SECTION TWO. The Board of Aldermen finds and determines that it is necessary and desirable and in the best interests of the City and the health, safety, morals and welfare of its residents, and in accord with the public purposes specified in the TIF Act and the Redevelopment Plan, to enter into the Third Amendment to Redevelopment Agreement, Second Supplemental Indenture, Financing Agreement, Tax Compliance Agreement and Continuing Disclosure Agreement (collectively, the "City Documents") to implement the Redevelopment Plan, enable the Developer to carry out its proposal for completion of the SSTIF Projects, and facilitate the issuance of SSTIF Obligations by the IDA in connection with the SSTIF Projects.

SECTION THREE. The Board of Aldermen hereby further finds and determines that it is necessary and advisable and in the best interest of the City and its inhabitants to approve the issuance by the IDA of SSTIF Obligations in a principal amount not to exceed \$14,000,000, bearing interest at a market rate or rates consistent with the terms of Section 108.170, RSMo, as amended from time to time, and with a final maturity as allowed by the terms of the TIF Act.

SECTION FOUR. The Board of Aldermen hereby approves, and the Mayor and the Comptroller of the City are hereby authorized and directed to execute, on behalf of the City, the City Documents, and the City Register is hereby authorized and directed to attest to the same and to affix the seal of the City thereto. The Third Amendment to Redevelopment Agreement, Second Supplemental Indenture, Financing Agreement shall be in substantially the forms attached hereto with such changes therein as shall

be approved by said Mayor and Comptroller executing the same and as may be consistent with the intent of this Ordinance, and the Tax Compliance Agreement and Continuing Disclosure Agreement shall be in the forms approved by the Mayor and Comptroller executing the same and as may be consistent with the intent of this Ordinance, and in each case as necessary and appropriate in order to carry out the matters herein authorized.

SECTION FIVE. There is hereby created and ordered to be established within the treasury of the City an account within the “St. Louis Innovation District Special Allocation Fund” to be known as the “SSTIF Account.” To the extent permitted by law, the City hereby pledges funds in the SSTIF Account for the payment of SSTIF Project costs and to pay debt service on SSTIF Obligations.

SECTION SIX. The Mayor and Comptroller of the City or their designated representatives are hereby authorized and directed to take any and all actions as may be necessary and appropriate in order to carry out the matters herein authorized, with no such further action of the Board of Aldermen necessary to authorize such action by the Mayor and the Comptroller or their designated representatives.

SECTION SEVEN. The Mayor and the Comptroller or their designated representatives, with the advice and concurrence of the City Counselor and after approval by the Board of Estimate and Apportionment, are hereby further authorized and directed to make any changes to the documents, agreements and instruments approved and authorized by this Ordinance as may be consistent with the intent of this Ordinance and necessary and appropriate in order to carry out the matters herein authorized, with no such further action of the Board of Aldermen necessary to authorize such changes by the Mayor and the Comptroller or their designated representatives.

SECTION EIGHT. It is hereby declared to be the intention of the Board of Aldermen that each and every part, section and subsection of this Ordinance shall be separate and severable from each and every other part, section and subsection hereof and that the Board of Aldermen intends to adopt each said part, section and subsection separately and independently of any other part, section and subsection. In the event that any part, section or subsection of this Ordinance shall be determined to be or to have been unlawful or unconstitutional, the remaining parts, sections and subsections shall be and remain in full force and effect, 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 NINE. After adoption of this Ordinance by the Board of Aldermen, this Ordinance shall become effective on the 30th day after its approval by the Mayor or adoption over his veto; provided that if, within ninety (90) days after the effective date of this Ordinance, the Developer has not executed the Third Amendment to Redevelopment Agreement and paid all amounts in accordance with the terms of said Third Amendment to Redevelopment Agreement, the provisions of this Ordinance shall be deemed null and void and of no effect and all rights conferred by this Ordinance on Developer shall terminate; provided further, however, that prior to any such termination the Developer may seek an extension of time in which to execute said Third Amendment to Redevelopment Agreement, which extension may be granted in the sole discretion of the Board of Estimate and Apportionment of the City of St. Louis.

SECTION TEN. 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.

**EXHIBIT A
THIRD AMENDMENT TO REDEVELOPMENT AGREEMENT
(Attached hereto.)**

THIRD AMENDMENT TO REDEVELOPMENT AGREEMENT

THIS THIRD AMENDMENT TO REDEVELOPMENT AGREEMENT (this “**Amendment**”) is made and entered into as of the ____ day of _____, 2014, by and between **THE CITY OF ST. LOUIS, MISSOURI**, a city and political subdivision duly organized and existing under its charter and the Constitution and laws of the State of Missouri and **ST. LOUIS INNOVATION DISTRICT, LLC**, a limited liability company duly organized and existing under the laws of the State of Missouri. (All capitalized terms not otherwise defined herein shall have the same meaning ascribed to them in the Redevelopment Agreement, as defined below.)

WITNESSETH

WHEREAS, the City approved Ordinance No. 69389 designating a Redevelopment Area known as the “St. Louis Innovation District Redevelopment Area” (the “**Redevelopment Area**”) pursuant to the Real Property Tax Increment Allocation

Redevelopment Act, Sections 99.800 to 99.865 of the Revised Statutes of Missouri, as amended (the “**Act**”), approving the “St. Louis Innovation District Tax Increment Financing (TIF) Redevelopment Plan dated October 15, 2012” (the “**Original Redevelopment Plan**”), approving the redevelopment projects described in the Redevelopment Plan for the portions of the Redevelopment Area designated “RPA-1A(I)” and “RPA-1B” and adopting tax increment financing within RPA-1A(I) and RPA-1B; and

WHEREAS, the City approved Ordinance No. 69523 approving a revised Redevelopment Plan, last revised June 6, 2013, which revised the Original Redevelopment Plan (hereafter, all references to the “Redevelopment Plan” shall be to the June 6, 2013, revision), and the redevelopment project for the portion of the Redevelopment Area designated as “RPA 1A(II)” in the Redevelopment Plan; and

WHEREAS, the City approved Ordinance Nos. 69390, 69524, and 69722 approving the execution of that certain Redevelopment Agreement between the Developer and the City dated as of October 21, 2013, as amended by First Amendment to Redevelopment Agreement dated October 21, 2013, as further amended by Second Amendment to Redevelopment Agreement dated July 24, 2014 (as amended, the “**Redevelopment Agreement**”), pursuant to which the Developer proposes to develop, in cooperation with the City and pursuant to the Redevelopment Plan, the Redevelopment Area through the development of certain private improvement projects and public improvement projects described in the Redevelopment Plan as the Redevelopment Projects in the manner described in the Redevelopment Agreement; and

WHEREAS, the City filed a State Supplemental Tax Increment Financing Precertification Request dated December 3, 2013 (the “**SSTIF Application**”), requesting allocation of State Supplemental Tax Increment Financing (“**SSTIF**”) funds derived from revenues in RPA 7 to finance certain additional projects located with RPA 1A(I) and RPA 5 of the Redevelopment Area (such project proposals, as modified from time to time, the “**SSTIF Projects**”); and

WHEREAS, pursuant to the SSTIF Application, the Department of Economic Development and the Commissioner of the Office of Administration have issued a Certificate of Approval dated _____, 2014 (the “**SSTIF Certificate**”), by which the State grants SSTIF funds for the SSTIF Projects; and

WHEREAS, it is the intent of the Developer and the City to supplement certain terms of the Redevelopment Agreement related to the foregoing as described in this Amendment; and

WHEREAS, the City approved Ordinance No. _____ approving, among other things, execution of this Amendment.

NOW, THEREFORE, the City and the Developer, in consideration of the premises and the mutual agreements herein contained, the receipt and sufficiency of which is hereby acknowledged, and subject to the conditions herein set forth, do agree as follows:

1. Definitions. The following definitions in Section 1 of the Redevelopment Agreement are added to read as follows:

“DED” means the Missouri Department of Economic Development.

“SSTIF” means State Supplemental Tax Increment Financing pursuant to the TIF Act and Section 99.845 thereof.

“SSTIF Application” means that certain State Supplemental Tax Increment Financing Precertification Request dated December 3, 2013, filed by the City.

“SSTIF Certificate” means the Certificate of Approval dated _____, 2014, as may be amended from time to time, which was issued pursuant to the SSTIF Application by DED and the Commissioner of the Office of Administration of the State.

“SSTIF Projects” means:

(i) Acquisition and demolition of the existing building located at 4260 Forest Park Avenue, St. Louis, Missouri, followed by construction of a three-story, 60,000 square foot building, including a café and tenant finish for TechShop and additional tenants; and

(ii) Acquisition and demolition of the existing building located at 311 S. Sarah Street, St. Louis, Missouri, followed by site preparation and construction of temporary parking facilities serving Cambridge Innovation Center, a tenant of the building commonly known as @4240;

(iii) Professional fees and costs related to the foregoing; and

(iv) Such additions, substitutions, or modifications to the foregoing as may be approved from time to time by DED in its sole discretion.

2. **SSTIF Projects.** A new Section 16 is inserted reading as follows:

Section 16. State Supplemental TIF. The City hereby designates the Developer as the developer for the SSTIF Projects. Notwithstanding anything to the contrary herein, the Developer agrees to complete the SSTIF Projects substantially in accordance with the SSTIF Certificate, the Redevelopment Plan, and the Act. Except as expressly provided in the SSTIF Certificate, the SSTIF Projects shall be treated as Redevelopment Projects pursuant to this Agreement; provided that in the event of conflict between this Agreement and the SSTIF Certificate, as to the SSTIF Projects the SSTIF Certificate shall govern and control.

3. **Professional Fees.** The Developer shall pay actual legal costs incurred and provided in connection with the SSTIF Application, the SSTIF Certificate, and the negotiation and execution of this Amendment to, or at the direction of, DED. Such amounts shall be paid within thirty (30) days after the later of: (1) full execution of this Amendment, or (2) submission to Developer of an invoice from such professional service providers that shall include the time incurred, an explanation of the services provided, and a listing of any reimbursable expenses included in such invoice.

4. **Representations and Warranties.** All representations and warranties of the Developer and the City in the Redevelopment Agreement remain true and correct and are reaffirmed herein.

5. **Miscellaneous Provisions.** Except as expressly modified herein, the Redevelopment Agreement remains in full force and effect according to its terms. This Amendment may be executed in one or more counterparts which, taken together, shall constitute but one Amendment.

IN WITNESS WHEREOF, the City and the Developer have caused this Agreement to be duly executed in their respective names and have caused their respective seals to be hereunto affixed and attested as of the date first above written.

[SIGN IN BLACK INK ONLY]

THE CITY OF ST. LOUIS, MISSOURI

By: _____
Francis G. Slay, Mayor

By: _____
Darlene Green, Comptroller

[SEAL]

Attest:

Register

Approved as to Form:

Winston Calvert, City Counselor

ST. LOUIS INNOVATION DISTRICT, LLC, a Missouri limited liability company

By: Center of Research, Technology and Entrepreneurial Exchange, its sole Member

By: _____
Dennis E. Lower, President and CEO

[NO SEAL]

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

On this ____ day of _____, 2014, before me appeared Francis G. Slay, to me personally known, who, being by me duly sworn, did say that he is the Mayor of the City of St. Louis, Missouri, that the seal affixed to the foregoing instrument is the seal of said City, and that said instrument was signed and sealed on behalf of said City by authority granted him by law; and said Francis G. Slay acknowledged said instrument to be the free act and deed of said City.

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

My term expires _____.

(Seal)

Notary Public

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

On this ____ day of _____, 2014, before me appeared Darlene Green, to me personally known, who, being by me duly sworn, did say that she is the Comptroller of the City of St. Louis, Missouri, that the seal affixed to the foregoing instrument is the seal of said City, and that said instrument was signed and sealed on behalf of said City by authority granted her by law; and said Darlene Green acknowledged said instrument to be the free act and deed of said City.

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

My term expires _____.

(Seal)

Notary Public

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

On this ____ day of _____, 2014, before me appeared Dennis E. Lower, to me personally known, who, being by me duly sworn, did say that he is the President and CEO of Center of Research, Technology and Entrepreneurial Exchange, a Missouri non-profit corporation and the sole Member of St. Louis Innovation District, LLC, a Missouri limited liability company, and that said instrument was signed in behalf of said corporation and said limited liability company, and said Dennis E. Lower acknowledged said instrument to be the free act and deed of said corporation and said limited liability company and that said limited liability company has no corporate seal.

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

My term expires _____.

(Seal)

Notary Public

**EXHIBIT B
SECOND SUPPLEMENTAL INDENTURE
(Attached hereto.)
(Is on file in the Register’s Office)**

**EXHIBIT C
FINANCING AGREEMENT
(Attached hereto.)**

FINANCING AGREEMENT

between

**THE INDUSTRIAL DEVELOPMENT AUTHORITY
OF THE CITY OF ST. LOUIS, MISSOURI**

and

THE CITY OF ST. LOUIS, MISSOURI

Dated as of [_____]

The rights, title, and interest of The Industrial Redevelopment Authority of the City of St. Louis, Missouri, to this Financing Agreement have been assigned to UMB Bank, N.A., as Trustee, pursuant to the Trust Indenture dated as of _____, 20__, between The Industrial Redevelopment Authority of the City of St. Louis, Missouri, and the Trustee.

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FINANCING AGREEMENT

THIS FINANCING AGREEMENT dated as of [_____] (the "Financing Agreement"), between THE INDUSTRIAL DEVELOPMENT AUTHORITY OF THE CITY OF ST. LOUIS, MISSOURI, a public corporation duly organized under Chapter 349 of the Revised Statutes of Missouri (the "Authority"), and THE CITY OF ST. LOUIS, MISSOURI, a constitutional charter city and political subdivision duly organized and existing under its charter and the laws of the State of Missouri (the "City"). Capitalized terms not defined elsewhere herein shall have the meaning set forth in the herein defined Indenture.

RECITALS:

WHEREAS, Board of Aldermen of the City adopted Ordinance No. 69389 on February 1, 2013, which (i) designated a Redevelopment Area known as the “St. Louis Innovation District Redevelopment Area,” as further described in the herein defined Redevelopment Plan (the “Redevelopment Area”); (ii) adopted and approved the “St. Louis Innovation District Tax Increment Financing (TIF) Redevelopment Plan dated October 15, 2012” (the “Original Redevelopment Plan”); (iii) adopted and approved redevelopment projects for RPA 1A(I) and RPA 1B (as such terms are defined in the Redevelopment Plan) with respect thereto; (iv) adopted tax increment financing within RPA 1A(I) and RPA 1B; and (v) established the St. Louis Innovation District Special Allocation Fund; and

WHEREAS, pursuant to Ordinance No. 69390, the City and St. Louis Innovation District, LLC, a Missouri limited liability company (the “Developer”), entered into that certain Redevelopment Agreement dated October 21, 2013 (the “Original Redevelopment Agreement”), pursuant to which the Developer agreed to carry out the Original Redevelopment Plan through implementation of the Redevelopment Projects (as defined in the Original Redevelopment Agreement); and

WHEREAS, the Board of Aldermen adopted Ordinance No. 69523 on July 12, 2013, which revised the Original Redevelopment Plan (the Original Redevelopment Plan, as so revised, the “Redevelopment Plan”), and adopted and approved the redevelopment project for RPA 1A(II) (as such term is defined in the Redevelopment Plan); and

WHEREAS, the Board of Aldermen adopted Ordinance No. 69524 on July 12, 2013, and Ordinance No. 69722 on March 14, 2014, which approved amendments to the Original Redevelopment Agreement pursuant to which the City and the Developer entered into that certain First Amendment to the Redevelopment Agreement dated October 21, 2013 (the “First Amendment to Redevelopment Agreement”), and that certain Second Amendment to the Redevelopment Agreement dated as of July 24, 2014 (the “Second Amendment to Redevelopment Agreement”); and

WHEREAS, pursuant to Ordinance No. 69721 on March 14, 2014, the Board of Aldermen has, among other things, (i) approved the RPA 7 Redevelopment Project, as described in the Redevelopment Plan, (ii) adopted tax increment financing within RPA 7 (as such area is described in the Redevelopment Plan) and (iii) established the “RPA 7 Account” of the “St. Louis Innovation District Special Allocation Fund”; and

WHEREAS, by State Supplemental Tax Increment Financing Precertification Request filed December 3, 2013 (the “SSTIF Application”), the City requested that the State of Missouri (the “State”) grant State Supplemental Tax Increment Financing (“SSTIF”) funds derived from “new state revenues” (as defined in Section 99.845 of the Revised Statutes of Missouri, as amended) in RPA 7 (the “SSTIF Revenues”) to finance certain additional projects planned for the Redevelopment Area (such project proposals, as modified from time to time, the “SSTIF Projects”); and

WHEREAS, pursuant to the SSTIF Application, the Department of Economic Development and the Commissioner of the Office of Administration have issued a Certificate of Approval dated _____, 2014, by which the State has granted SSTIF Revenues for the SSTIF Projects; and

WHEREAS, the Board of Aldermen adopted Ordinance No. [_____] on [_____], which approved an amendment to the Original Redevelopment Agreement pursuant to which the City and the Developer entered into that certain Third Amendment to the Redevelopment Agreement dated [_____] (the “Third Amendment to Redevelopment Agreement” and, together with the Original Redevelopment Agreement, the First Amendment to Redevelopment Agreement, and the Second Amendment to Redevelopment Agreement, the “Redevelopment Agreement”); and

WHEREAS, on [_____], the Board of Aldermen of the City adopted Ordinance No. [_____] , authorizing, among other things, the execution of this Financing Agreement by the City; and

WHEREAS, the Authority is authorized pursuant to the Chapter 349 of the Revised Statutes of Missouri to issue bonds for the purpose of promoting certain commercial and public facility “projects;” and

WHEREAS, on [_____], the Board of Directors of the Authority adopted a resolution (the “Bond Resolution”) authorizing (a) the issuance by the Authority of its [Tax Increment Financing Revenue Bonds, Series 201[___] (St. Louis Innovation District Project) Series 201[___] (the “Series 201[___] Bonds”) in the aggregate principal amount of \$[_____] for the purpose of (i) refinancing and/or financing the costs of the SSTIF Projects, (ii) [funding capitalized interest], (iii) [funding a debt service reserve fund for the Series 201[___] Bonds], and (iv) paying the costs of issuance of the Series 201[___] Bonds; (b) the execution by the Authority of the Trust Indenture (the “Indenture”) between the Authority and the trustee named therein, pursuant to which the Series 201[___] Bonds will be issued and the SSTIF Revenues (as defined in the Indenture) will be assigned for the

purpose of paying the principal of and interest on the Series 201[___] Bonds, and (c) the execution by the Authority of this Financing Agreement; and

WHEREAS, the Authority and the City are entering into this Financing Agreement to provide for the pledge and assignment of the SSTIF Revenues by the City to the Trustee for the purpose of paying the principal of, and premium, if any, and interest on the Series 201[___] Bonds.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein set forth, the Authority and the City do hereby covenant and agree as follows:

ARTICLE I. DEFINITIONS, CONSTRUCTION AND CERTAIN GENERAL PROVISIONS

Section 1.1 Definitions. All capitalized terms not elsewhere defined herein shall have the meanings set forth in Section 101 of the Indenture.

Section 1.2 Rules of Interpretation.

(a) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders.

(b) Unless the context shall otherwise indicate, words importing the singular number shall include the plural and vice versa, and words importing person shall include firms, partnerships, associations, limited liability companies, and corporations, including public bodies, as well as natural persons.

(c) The words “herein,” “hereby,” “hereunder,” “hereof,” “hereto,” “hereinbefore,” “hereinafter,” and other equivalent words refer to this Financing Agreement and not solely to the particular article, section, paragraph, or subparagraph hereof in which such word is used.

(d) Reference herein to a particular article or a particular section shall be construed to be a reference to the specified article or section hereof unless the context or use clearly indicates another or different meaning or intent. Reference herein to a schedule or an exhibit shall be construed to be a reference to the specified schedule or exhibit hereto unless the context or use clearly indicates another or different meaning or intent.

(e) Wherever an item or items are listed after the word “including,” such listing is not intended to be a listing that excludes items not listed.

(f) The table of contents, captions, and headings in this Financing Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provisions or sections of this Financing Agreement.

ARTICLE II. REPRESENTATIONS

Section 2.1 Representations by the Authority. The Authority represents to the City that:

(a) The Authority is a public corporation duly organized under Chapter 349 of the Revised Statutes of Missouri with lawful power and authority to enter into this Financing Agreement acting by and through its duly authorized officers.

(b) The Bond Resolution has been duly adopted by the Authority and the same has not been modified, amended, or repealed.

(c) The execution and delivery of the First Supplemental Indenture and this Financing Agreement (together, the “Authority Documents”) by the Authority will not result in a breach of any of the terms of, or constitute a default under, any indenture, mortgage, deed of trust, lease, or other agreement or instrument to which the Authority is a party or by which it or any of its property is bound or its articles of incorporation or its bylaws or any of the constitutional or statutory rules or regulations applicable to the Authority or its property.

(d) The Authority Documents and the Series 201[___] Bonds are valid and binding agreements of the

Authority, enforceable in accordance with their respective terms, except as enforcement thereof may be limited by applicable bankruptcy, insolvency, moratorium, reorganization, or other laws or equitable principles of general application affecting remedies or creditors' rights or by general equitable principles which may limit the right to obtain equitable remedies.

(e) There is not now pending or, to the knowledge of the Authority, threatened any suit, action, or proceeding against or affecting the Authority by or before any court, arbitrator, administrative agency or other governmental authority which, if decided adversely to the Authority, would materially affect the validity of any of the transactions contemplated by the Authority Documents, or is reasonably likely to impair the ability of the Authority to perform its obligations under the Authority Documents, or as contemplated hereby or thereby, nor is there any basis therefor.

Section 2.2 Representations by the City. The City represents and warrants as follows:

(a) The City is a constitutional charter city and political subdivision organized and existing under the laws of the State of Missouri. The City has lawful power and authority to enter into this Financing Agreement, acting by and through its officials.

(b) The City has the power and authority to enter into, execute, and deliver this Financing Agreement, and to perform its obligations hereunder and consummate the transactions contemplated hereby, and has by proper action duly authorized the execution and delivery of this Financing Agreement and the performance of the City's duties and obligations hereunder.

(c) This Financing Agreement is a valid and binding agreement of the City, enforceable in accordance with the terms hereof, except as enforcement hereof may be limited by applicable bankruptcy, insolvency, moratorium, reorganization or other laws or equitable principles of general application affecting remedies or creditors' rights or by general equitable principles which may limit the right to obtain equitable remedies.

(d) The execution and delivery of this Financing Agreement, the consummation of the transactions contemplated hereby and the fulfillment of or compliance with the terms and conditions hereof will not (with the passage of time or the giving of notice, or both) conflict with or result in or constitute a breach of or default under any indenture, mortgage, deed of trust, lease, or other agreement or instrument to which the City is a party or by which it or any of its property is bound, or violate any provision of the charter of the City, or of any constitutional or statutory provision, or of any order, rule, or regulation of any court or governmental authority applicable to the City or its property.

(e) There is not now pending or, to the knowledge of the City, threatened any suit, action, or proceeding against or affecting the City by or before any court, arbitrator, administrative agency, or other governmental authority which, if decided adversely to the City, would materially affect the validity of any of the transactions contemplated by this Financing Agreement, or is reasonably likely to impair the ability of the City to perform its obligations hereunder or as contemplated hereby, nor is there any basis therefor.

Section 2.3 Special Representations Relating to the Tax Exempt Status of the Series 201[] Bonds. The Authority and the City each acknowledge that, in connection with the issuance of the Series 201[] Bonds, each has executed and delivered the Tax Compliance Agreement dated as of [], among the City, the Authority and the Trustee concurrently herewith. The Authority and the City each acknowledge that such Tax Compliance Agreement relates to the use and expenditure of the proceeds of the Series 201[] Bonds and other matters pertaining to the establishment and maintenance of the exemption from gross income for federal income tax purposes of interest on the Series 201[] Bonds. The Authority acknowledges and confirms that its certifications and representations contained in the Tax Compliance Agreement are true and correct as if such certifications and representations were set forth herein. The City acknowledges and confirms that its certifications and representations contained in the Tax Compliance Agreement are true and correct as if such certifications and representations were set forth herein.

**ARTICLE III.
ISSUANCE OF SERIES 201[] BONDS**

Section 3.1 Authority's Agreement to Issue Series 201[] Bonds. The Authority hereby agrees to issue the Series 201[] Bonds to provide funds for the purposes set forth in the Recitals hereof, as further described in the Indenture.

Section 3.2 Use of Proceeds of the Series 201[] Bonds. The proceeds of the sale of the Series 201[] Bonds shall be deposited with the Trustee and applied as provided in the Indenture and this Financing Agreement.

**ARTICLE IV.
TERM OF SERIES 201[] BONDS, ASSIGNMENT OF RIGHTS**

Section 4.1 Amount and Source of the Financing. The Authority agrees to deposit with the Trustee, upon the terms and conditions specified herein and in the Indenture, the proceeds received by the Authority from the sale of the Series 201[] Bonds, and to cause such proceeds to be applied in accordance with the Indenture for the purposes of (a) refinancing or financing the costs of the SSTIF Projects, (b) [funding capitalized interest], (c) [funding a debt service reserve fund for the Series 201[] Bonds], and (d) paying the costs of issuance of the Series 201[] Bonds.

Section 4.2 City's Obligation to Transfer SSTIF Revenues to Trustee.

(a) On or before the [] calendar day of each month (or the next Business Day thereafter if the [] is not a Business Day) while the Series 201[] Bonds are Outstanding, the City shall transfer to the Trustee all SSTIF Revenues received by the City. To facilitate the Trustee's deposit of such funds into the correct accounts under the Indenture (and as set forth in **Exhibit A** hereto), the City shall clearly identify for the Trustee, in a form substantially similar to the form in **Exhibit A** or otherwise acceptable to the Trustee, the amount of such funds. The City hereby pledges all SSTIF Revenues to the timely payment of all amounts due and owing under the Indenture.

(b) The City hereby consents to and authorizes the Authority to cause the Trustee to disburse the SSTIF Revenues from the Revenue Fund established pursuant to the Indenture.

Section 4.3 Obligations of City Hereunder. The City covenants and agrees with and for the express benefit of the Authority and the Owners of the Series 201[] Bonds that it will pay, subject to the Developer's continued compliance with the Redevelopment Agreement, all SSTIF Revenues pursuant to Section 4.2 hereof and perform its obligations, covenants, and agreements under this Financing Agreement, without notice or demand, and without abatement, deduction, setoff, counterclaim, recoupment, or defense or any right of termination or cancellation arising from any circumstances whatsoever, whether now existing or hereafter arising, and regardless of any change in the tax or other law of the United States of America, the State, or any political subdivision of either thereof, any change in the Authority's legal organization or status, or any default of the Authority hereunder, and regardless of the invalidity of any action of the Authority, and regardless of the invalidity of any portion of this Financing Agreement, and, to the extent permitted by law, the City hereby waives the provisions of any statute or other law now or hereafter in effect contrary to any of its obligations, covenants, or agreements under this Financing Agreement or which releases or purports to release the City therefrom. Nothing in this Financing Agreement shall be construed as a waiver by the City of any rights or claims the City may have against the Authority under this Financing Agreement or otherwise, but any recovery upon such rights or claims shall be had from the Authority separately, it being the intent of this Financing Agreement that the City shall be unconditionally and absolutely obligated to perform fully all of its obligations, agreements, and covenants under this Financing Agreement for the benefit of the Owners of the Series 201[] Bonds.

Section 4.4 Assignment of Authority's Rights. Under the Indenture, the Authority will, as additional security for the Series 201[] Bonds, assign, transfer, pledge, and grant a security interest in its rights under this Financing Agreement to the Trustee. The Trustee is hereby given the right to enforce, either jointly with the Authority or separately, the performance of the obligations of the City, and the City hereby consents to the same and agrees that the Trustee may enforce such rights as payments required hereunder directly to the Trustee. This Financing Agreement recognizes that the Trustee is a third party creditor-beneficiary hereof.

**ARTICLE V.
COVENANTS OF THE CITY**

Section 5.1 Assignment of Financing Agreement by City. The City will not assign any of its right, title, and interest in, to, and under this Financing Agreement without the prior written consent of the Authority.

Section 5.2 Collection of SSTIF Revenues. The City shall, at the expense of the Trust Estate, take such lawful action within its control as may be required to cause the SSTIF Revenues to be remitted by the State. The City shall deposit all SSTIF Revenues into the Special Allocation Fund and shall transfer such moneys to the Trustee in accordance with Section 4.2 hereof.

Section 5.3 Enforcement of Redevelopment Agreement.

(a) The City shall enforce the provisions of the Redevelopment Agreement in such manner as the City deems prudent and advisable in its good faith discretion. The City may enforce all appropriate available remedies thereunder, including particularly any actual, agreed, or liquidated damages for failure to perform under the Redevelopment

Agreement. All sums received for damages under the Redevelopment Agreement shall be transferred to the Trustee for deposit to the Revenue Fund.

(b) The City shall notify the Trustee in writing as to any breach of the Redevelopment Agreement that it has knowledge of and that could reasonably be expected to result in a material reduction of SSTIF Revenues generated from the Redevelopment Agreement, and at the time of such notification the City shall also advise the Trustee what action the City proposes to take in enforcing available remedies. If, in the judgment of the Trustee, being advised by counsel, such action is less likely to be effective than some other or additional action, the Trustee shall so advise the City promptly in writing. If, within thirty (30) days following advice by the Trustee that some additional or other action would be more effective, the City has not taken such other or additional action, and the Trustee has not, after consultation with the City, withdrawn such advice, upon receipt of indemnification satisfactory to it, the Trustee is hereby authorized to take such action, whether the action was suggested by the Trustee or otherwise, as the Trustee, being advised by counsel, may deem most expedient and in the interest of the Owners of the Series 201[] Bonds. In furtherance of the rights granted to the Trustee by this Section, the City hereby assigns to the Trustee all of the rights it may have in the enforcement of the Redevelopment Agreement, further authorizing the Trustee in its own name or in the name of the City to bring such actions, employ such counsel, execute such documents and do such other things as may in the judgment of the Trustee be necessary or appropriate under the circumstance at the expense of the Trust Estate.

(c) The City shall not modify, amend, or waive any provision of the Redevelopment Agreement without the prior written consent of the Trustee, whose consent shall not be unreasonably withheld or delayed. The Trustee may withhold its consent to any such proposed modification, amendment, or waiver of the Redevelopment Agreement if the proposed modification, amendment, or waiver may, in the sole judgment of the Trustee, being advised by counsel, adversely affect the security for the Series 201[] Bonds or the interests of the Owners thereof or may adversely affect the exclusion of interest on the Series 2013B Bonds from gross income of the Owners thereof for federal income tax purposes or as may impose additional material duties on the Trustee that were not contemplated upon the original execution of the Indenture.

Section 5.4 Information to be Provided.

(a) The City shall promptly, and in any event within two hundred ten (210) days after the end of each fiscal year of the City, provide to the Trustee and the Original Purchaser copies of the audited financial statements of the City.

(b) The City shall promptly, and in any event within thirty (30) days after the end of each fiscal year of the City, provide to the Trustee and the Original Purchaser a report of all SSTIF Revenues received for the previous fiscal year.

(c) The City shall timely prepare and file all reports required under the TIF Act or by the Missouri Department of Economic Development in connection with the Redevelopment Plan. Any reports prepared pursuant to this subsection shall also be promptly delivered by the City to the Trustee.

ARTICLE VI. PARTICULAR COVENANTS

Section 6.1 Further Assurances and Corrective Instruments. Subject to the Indenture, the Authority and the City from time to time will execute, acknowledge, and deliver, or cause to be executed, acknowledged, and delivered, supplemental Financing Agreements and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Redevelopment Area and for carrying out the intention or facilitating the performance of this Financing Agreement.

Section 6.2 Litigation Notice. The City shall give the Authority and the Trustee prompt notice of any action, suit, or proceeding by it or against it at law or in equity, or before any governmental instrumentality or agency, or of any of the same which may be threatened, which, if adversely determined, would materially impair the ability of the City to perform its obligations hereunder, or would materially and adversely affect its business, operations, properties, assets, or condition. Within one Business Day after the filing by or against the City of a petition in bankruptcy, the City shall notify the Trustee in writing as to the occurrence of such filing.

ARTICLE VII. ASSIGNMENT OF AUTHORITY'S RIGHTS UNDER FINANCING AGREEMENT

Section 7.1 Assignment by the Authority. The Authority, by means of the Indenture and as security for the

payment of the principal and redemption premium, if any, and interest on the Series 201[___] Bonds, will assign, pledge, and grant a security interest in certain of its rights, title, and interests in, to and under this Financing Agreement, including SSTIF Revenues and other revenues, moneys and receipts received by it pursuant to this Financing Agreement, to the Trustee.

Section 7.2 Restriction on Transfer of Authority's Rights. The Authority will not sell, assign, transfer, or convey its interests in this Financing Agreement except pursuant to the Indenture or this Financing Agreement.

ARTICLE VIII. EVENTS OF DEFAULT AND REMEDIES

Section 8.1 Events of Default Defined. The term "Event of Default" or "Default" means any one or more of the following events:

- (a) Failure by the City to timely transfer moneys to the Trustee pursuant to Section 4.2 hereof.
- (b) Failure by the City to observe and perform any covenant, condition, or agreement on the part of the City under this Financing Agreement, other than as referred to in subsection (a) of this Section, for a period of sixty (60) days after written notice of such default has been given to the City by the Authority or the Trustee during which time such default is neither cured by the City nor waived in writing by the Authority and the Trustee, provided that, if the failure stated in the notice cannot be corrected within said 60-day period, the Authority and the Trustee may consent in writing to an extension of such time prior to its expiration and the Authority and the Trustee will not unreasonably withhold their consent to such an extension if corrective action is instituted by the City within the 60-day period and diligently pursued to completion and if such consent, in their reasonable judgment, does not materially adversely affect the interests of the Owners.
- (c) Any material representation or warranty by the City herein or in any certificate or other instrument delivered under or pursuant to this Financing Agreement or the Indenture or in connection with the financing of the Redevelopment Project shall prove to have been materially false, incorrect, misleading, or breached in any material respect on the date when made, unless waived in writing by the Authority and the Trustee.
- (d) The Indenture at any time shall prove not to be a valid, binding, and enforceable agreement of the Authority or a valid assignment of the rights of the Authority pursuant to Section 7.1 hereof, purportedly assigned under the Indenture and effective to vest in the Trustee all such rights of the Authority in, to, and under this Financing Agreement, including the right to enforce this Financing Agreement in accordance with its terms.
- (e) The filing by the City or the Authority of a voluntary petition in bankruptcy, or failure by the City or the Authority to promptly lift any execution, garnishment, or attachment of such consequence as would impair the ability of the City or the Authority to carry on its operation, or adjudication of the City or the Authority as bankrupt, or assignment by the City or the Authority for the benefit of creditors, or the entry by the City or the Authority into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of a petition applicable to the City or the Authority in any proceedings instituted under the provisions of federal bankruptcy law, or under any similar acts which may hereafter be enacted.

Section 8.2 Remedies on Default.

- (a) Whenever any Event of Default has occurred and is continuing, the Trustee, as the assignee of the Authority, may pursue any available remedy at law or equity by suit, action, mandamus or other proceeding to enforce the payment of the SSTIF Revenues pursuant to Section 4.2 hereof, and to enforce and compel the performance of the duties and obligations of the City as herein set forth; provided, however, that such remedy may be satisfied solely from the SSTIF Revenues to the extent pledged pursuant to the Redevelopment Agreement, and from no other source. If the principal of all Series 201[___] Bonds then Outstanding and the interest accrued thereon has been declared immediately due and payable pursuant to the provisions of the Indenture, all SSTIF Revenues already on deposit in the Special Allocation Fund shall become immediately due and payable without any further act or action on the part of the Authority or the Trustee.
- (b) Any amount collected pursuant to action taken under this Section shall be paid to the Trustee and applied, first, to the payment of any reasonable costs, expenses, and fees incurred by the Authority, the City, or the Trustee as a result of taking such action and, next, any balance shall be deposited into the Revenue Fund and applied in accordance with the Indenture.

(c) Notwithstanding the foregoing, the Trustee shall not be obligated to take any step that in its opinion will or might cause it to expend time or money or otherwise incur liability, unless and until satisfactory indemnity has been furnished to the Trustee at no cost or expense to the Trustee.

(d) If any covenant, condition, or agreement contained in this Financing Agreement is breached or any Event of Default has occurred and such breach or Event of Default is thereafter waived by the Trustee, such waiver shall be limited to such particular breach or Event of Default.

Section 8.3 No Remedy Exclusive. No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Financing Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon Default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Trustee to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be herein expressly required.

Section 8.4 Authority and City to Give Notice of Default. The Authority and the City shall each promptly give to the Trustee written notice of any Default of which the Authority or the City, as the case may be, shall have actual knowledge or written notice, but neither the Authority nor the City shall be liable for failing to give such notice.

Section 8.5 Remedial Rights Assigned to the Trustee. Upon the execution and delivery of the Indenture, the Authority will thereby have assigned to the Trustee certain rights and remedies conferred upon or reserved to the Authority by this Financing Agreement. The Trustee shall have the exclusive right to exercise such rights and remedies conferred upon or reserved to the Authority by this Financing Agreement in the same manner and to the same extent, but under the limitations and conditions imposed thereby and hereby. The Trustee shall be deemed a third party creditor beneficiary of all representations, warranties, covenants and agreements contained herein.

ARTICLE IX.

PREPAYMENT AND ACCELERATION OF PAYMENTS

Section 9.1 Prepayment at the Option of the City. Upon the exercise by the City of its option to cause the Series 201[] Bonds or any portion thereof to be redeemed pursuant to the Indenture, the City shall provide funds sufficient to prepay in whole or in part at the times and at the prepayment prices sufficient to redeem all or a corresponding portion of the Series 201[] Bonds then Outstanding in accordance with the Indenture. At the written direction of the City, such prepayments shall be applied to the redemption of the Series 201[] Bonds in whole or in part in accordance with the Indenture.

Section 9.2 Notice of Prepayment. To exercise an option granted by Section 9.1 hereof, the City shall give written notice to the Authority and the Trustee which shall specify therein the date upon which a prepayment of SSTIF Revenues will be made, which date shall be not less than 15 days from the date the notice is received by the Trustee. In the Indenture, the Authority has directed the Trustee to forthwith take all steps (other than the payment of the money required to redeem the Series 201[] Bonds) necessary under the applicable provisions of the Indenture to effect any redemption of the then Outstanding Bonds, in whole or in part, pursuant to the Indenture.

Section 9.3 Precedence of this Article. The rights, options, and obligations of the City set forth in this Article may be exercised or shall be fulfilled, as the case may be, whether or not an Event of Default exists hereunder, provided that such Event of Default will not result in nonfulfillment of any condition to the exercise of any such right or option.

ARTICLE X.

MISCELLANEOUS

Section 10.1 Authorized Representatives.

(a) Whenever under this Financing Agreement the approval of the Authority is required or the Authority is required or permitted to take some action, such approval shall be given or such action shall be taken by an Authorized Authority Representative, and the City and the Trustee shall be authorized to act on any such approval or action.

(b) Whenever under this Financing Agreement the approval of the City is required or the City is required or permitted to take some action, such approval shall be given or such action shall be taken by an "Authorized City Representative" (which may be designated from time to time by written notice to the Authority signed by the Mayor and

the Comptroller), and the Authority and the Trustee shall be authorized to act on any such approval or action.

Section 10.2 Term of Financing Agreement. This Financing Agreement shall be effective from and after its execution and delivery and shall continue in full force and effect until the principal of and interest on all the Series 201[] Bonds have been paid in accordance with their terms or provision has been made for such payment, and provision also has been made for paying all other sums payable hereunder and under the Indenture, and the Indenture is deemed to be satisfied and discharged, within the meaning of the Indenture. All agreements, covenants, representations, and certifications by the City as to all matters affecting the tax-exempt status of the interest on the Series 2013B Bonds shall survive the termination of this Financing Agreement.

Section 10.3 Notices. It shall be sufficient service of any notice, request, complaint, demand, or other paper required by this Financing Agreement to be given to or filed with the Authority, the Trustee or the City if the same is duly mailed by registered or certified mail, postage pre-paid, return receipt requested, or sent by telecopy with evidence of successful transmission, or when given by telephone, confirmed in writing received by the recipient on the same day, addressed as provided in the Indenture, provided that notices to the Trustee shall be effective only upon receipt, as specified in the Indenture. Notice to the Owners shall be given, if necessary, in the manner provided in the Indenture. A duplicate copy of each notice, certificate, or other communication given hereunder to any party mentioned in the Indenture shall be given to all other parties mentioned therein (other than the Owners unless a copy is required to be furnished to them by other provisions of this Financing Agreement). The Authority and the City or the Trustee may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent to it.

Section 10.4 Performance Date Not a Business Day. If the last day for performance of any act or the exercising of any right, as provided in this Financing Agreement, shall not be a Business Day, such payment may be made or act performed or right exercised on the next succeeding Business Day.

Section 10.5 Binding Effect. This Financing Agreement shall inure to the benefit of and shall be binding upon the Authority, the City, and their respective successors and assigns, subject to the provisions contained in Section 5.1.

Section 10.6 Amendments, Changes, and Modifications. Except as otherwise provided in this Financing Agreement or in the Indenture, during the term of this Financing Agreement as provided in Section 10.2 hereof, this Financing Agreement may not be effectively amended, changed, modified, altered, or terminated without the concurring written consent of the Trustee.

Section 10.7 Execution in Counterparts. This Financing Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 10.8 No Pecuniary Liability. No provision, representation, covenant, or agreement contained in this Financing Agreement or in the Indenture, the Series 201[] Bonds, or any obligation herein or therein imposed upon the Authority, or the breach thereof, shall constitute or give rise to or impose upon the Authority a pecuniary liability (except to the extent of any revenues and receipts derived by the Authority pursuant to this Financing Agreement). No provision hereof shall be construed to impose a charge against the general credit of the Authority or any personal or pecuniary liability upon any director, official, or employee of the Authority.

Section 10.9 Extent of Covenants of the Authority and the City; No Personal or Pecuniary Liability. All covenants, obligations, and agreements of the Authority and City contained in this Financing Agreement and all covenants, obligations, and agreements of the Authority contained in the Indenture shall be effective to the extent authorized and permitted by applicable law. No such covenant, obligation, or agreement shall be deemed to be a covenant, obligation, or agreement of any present or future member, officer, agent, or employee of the Authority and City in other than his official capacity, and no official of the Authority executing the Series 201[] Bonds shall be liable personally on the Series 201[] Bonds or be subject to any personal liability or accountability by reason of the issuance thereof by reason of the covenants, obligations, or agreement of the Authority and City contained in this Financing Agreement or in the Indenture. No provision, covenant, or agreement contained in this Financing Agreement, the Indenture, or the Series 201[] Bonds, or any obligation herein or therein imposed upon the Authority or the City, or the breach thereof, shall constitute or give rise to or impose upon the Authority or the City a pecuniary liability or a charge upon the general credit or taxing powers of the City, the State, or any political subdivision thereof.

Section 10.10 Severability. If any provision of this Financing Agreement, or any covenant, stipulation, obligation, agreement, act, or action, or part thereof made, assumed, entered into, or taken thereunder, or any application of such provision, is for any reason held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Financing Agreement or any other covenant, stipulation, obligation, agreement, act, or action, or part thereof, made, assumed, entered into, or

taken, each of which shall be construed and enforced as if such illegal or invalid portion were not contained herein. Such illegality or invalidity of any application thereof shall not affect any legal and valid application thereof, and each such provision, covenant, stipulation, obligation, agreement, act, or action, or part thereof, shall be deemed to be effective, operative, made, entered into, or taken in the manner and to the full extent permitted by law.

Section 10.11 Governing Law. This Financing Agreement shall be governed by and construed in accordance with the internal laws of the State without reference to its conflict of laws principles.

Section 10.12 Electronic Means. The parties agree that the transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files, and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action, or suit in the appropriate court of law.
(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, The Industrial Redevelopment Authority of the City of St. Louis, Missouri, has caused this Financing Agreement to be signed in its name and behalf and its corporate seal to be hereunto affixed and attested by its duly authorized officers, all as of the day and year first above written.

**THE INDUSTRIAL DEVELOPMENT
AUTHORITY OF THE CITY OF ST. LOUIS,
MISSOURI**

By: _____
Otis Williams, Executive Director

[SEAL]

ATTEST:

Name: _____
Secretary/Assistant Secretary

IN WITNESS WHEREOF, The City of St. Louis, Missouri, has caused this Financing Agreement to be signed in its name and behalf and its corporate seal to be hereunto affixed and attested by its duly elected officials and/or authorized officers, all as of the day and year first above written.

THE CITY OF ST. LOUIS, MISSOURI

By: _____
Francis G. Slay
Mayor

By: _____
Darlene Green
Comptroller

APPROVED AS TO FORM

Winston Calvert
City Counselor

ATTEST:

Parrie L. May
Register

EXHIBIT A

FORM OF MONTHLY REPORT

[Date]

UMB Bank, N.A.
 2 South Broadway, Suite 600
 St. Louis, Missouri 63102
 Attn: Corporate Trust Department

Re: \$[_____] The Industrial Redevelopment Authority of the City of St. Louis, Missouri [Tax Increment Financing Revenue Bonds, Series 201[___] (St. Louis Innovation District Project) Series 201[___]]

Ladies and Gentlemen:

Please be advised that during the month of _____, [year], the City of St. Louis, Missouri received SSTIF Revenues in the amount of \$[_____] for deposit in the [_____] Account of the Revenue Fund.

All moneys so received have been transferred to the trustee named in the Trust Indenture dated as of _____, 20__ between UMB Bank, N.A., as trustee (the "Trustee") and The Industrial Redevelopment Authority of the City of St. Louis, Missouri (the "Authority") (the "Indenture"). All capitalized terms not defined herein shall have the meanings ascribed for them in said Indenture.

THE CITY OF ST. LOUIS, MISSOURI

By: _____
 Authorized City Representative

cc: The Industrial Redevelopment Authority
 of the City of St. Louis, Missouri

Approved: December 23, 2014

ORDINANCE #69914
Board Bill No. 199

An ordinance approving a Redevelopment Plan for the 3838 Flora Place ("Area") after finding that the Area is blighted as defined in Section 99.320 of the Revised Statutes of Missouri, 2000, as amended, (the "Statute" being Sections 99.300 to 99.715 inclusive), containing a description of the boundaries of said Area in the City of St. Louis ("City"), attached hereto and incorporated herein as Exhibit "A", finding that redevelopment and rehabilitation of the Area is in the interest of the public health, safety, morals and general welfare of the people of the City; approving the Plan dated October 28, 2014 for the Area ("Plan"), incorporated herein by attached Exhibit "B", pursuant to Section 99.430; finding that there is a feasible financial plan for the development of the Area which affords maximum opportunity for development of the Area by private enterprise; finding that property in the Area may be acquired by the Land Clearance for Redevelopment Authority of the City of St. Louis ("LCRA") through the exercise of eminent domain; finding that the property within the Area is unoccupied, but if it should become occupied the Redeveloper shall be responsible for relocating any eligible occupants displaced as a result of implementation of the Plan; finding that financial aid may be necessary to enable the Area to be redeveloped in accordance with the Plan; finding that there shall be available ten (10) year real estate tax abatement; and pledging cooperation of the Board of Aldermen and requesting various officials, departments, boards and agencies of the City to cooperate and to exercise their respective powers in a manner consistent with the Plan.

WHEREAS, by reason of predominance of defective or inadequate street layout, unsanitary or unsafe conditions, deterioration of site improvements, improper subdivision or obsolete platting, there exist conditions which endanger life or property by fire or other causes and constitute an economic or social liability or a menace to the public health, safety, morals or welfare in the present condition and use of the Area, said Area being more fully described in Exhibit "A"; and

WHEREAS, such conditions are beyond remedy and control solely by regulatory process in the exercise of the police power and cannot be dealt with effectively by ordinary private enterprise without the aids provided in the Statute; and

WHEREAS, there is a need for the LCRA, a public body corporate and politic created under Missouri law, to undertake the development of the above described Area as a land clearance project under said Statute, pursuant to plans by or presented to the LCRA under Section 99.430.1 (4); and

WHEREAS, the LCRA has recommended such a plan to the Planning Commission of the City of St. Louis ("Planning Commission") and to this St. Louis Board of Aldermen ("Board"), titled "Blighting Study and Plan for the 3838 Flora Place," dated October 28, 2014 consisting of a Title Page, a Table of Contents Page, and Eleven (16) numbered pages, attached hereto and incorporated herein as Exhibit "B" ("Plan"); and

WHEREAS, under the provisions of the Statute, and of the federal financial assistance statutes, it is required that this Board take such actions as may be required to approve the Plan; and

WHEREAS, it is desirable and in the public interest that a public body, the LCRA, undertake and administer the Plan in the Area; and

WHEREAS, the LCRA and the Planning Commission have made and presented to this Board the studies and statements required to be made and submitted by Section 99.430 and this Board has been fully apprised by the LCRA and the Planning Commission of the facts and is fully aware of the conditions in the Area; and

WHEREAS, the Plan has been presented and recommended by LCRA and the Planning Commission to this Board for review and approval; and

WHEREAS, a general plan has been prepared and is recognized and used as a guide for the general development of the City and the Planning Commission has advised this Board that the Plan conforms to said general plan; and

WHEREAS, this Board has duly considered the reports, recommendations and certifications of the LCRA and the Planning Commission; and

WHEREAS, the Plan does prescribe land use and street and traffic patterns which may require, among other things, the vacation of public rights-of-way, the establishment of new street and sidewalk patterns or other public actions; and

WHEREAS, this Board is cognizant of the conditions which are imposed on the undertaking and carrying out of a redevelopment project, including those relating to prohibitions against discrimination because of race, color, creed, national origin, sex, marital status, age, sexual orientation or physical handicap; and

WHEREAS, in accordance with the requirements of Section 99.430 of the Statute, this Board advertised that a public hearing would be held by this Board on the Plan, and said hearing was held at the time and place designated in said advertising and all those who were interested in being heard were given a reasonable opportunity to express their views; and

WHEREAS, it is necessary that this Board take appropriate official action respecting the approval of the Plan.

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

SECTION ONE. There exists within the City of St. Louis ("City") a blighted area, as defined by Section 99.320 of the Revised Statutes of Missouri, 2000, as amended, (the "Statute" being Sections 99.300 to 99.715 inclusive, as amended) described in Exhibit "A", attached hereto and incorporated herein, known as the 3838 Flora Place Area.

SECTION TWO. The redevelopment of the above described Area, as provided by the Statute, is necessary and in the public interest, and is in the interest of the public health, safety, morals and general welfare of the people of the City.

SECTION THREE. The Area qualifies as a redevelopment area in need of redevelopment under the provision of the Statute, and the Area is blighted as defined in Section 99.320 of the Statute.

SECTION FOUR. The Blighting Study and Plan for the Area, dated October 28, 2014, ("Plan") having been duly reviewed and considered, is hereby approved and incorporated herein by reference, and the President or Clerk of this St. Louis Board of Aldermen ("Board") is hereby directed to file a copy of said Plan with the Minutes of this meeting.

SECTION FIVE. The Plan for the Area is feasible and conforms to the general plan for the City.

SECTION SIX. The financial aid provided and to be provided for financial assistance pertaining to the Area is necessary to enable the redevelopment activities to be undertaken in accordance with the Plan for the Area, and the proposed financing plan for the Area is feasible.

SECTION SEVEN. The Plan for the Area will afford maximum opportunity, consistent with the sound needs of the City as a whole, for the redevelopment of the Area by private enterprise, and private developments to be sought pursuant to the requirements of the Statute.

SECTION EIGHT. The Plan for the Area provides that the Land Clearance for Redevelopment Authority of the City of St. Louis ("LCRA") may acquire any property in the Area by the exercise of eminent domain.

SECTION NINE. The property within the Area is currently unoccupied. If it becomes occupied, all eligible occupants displaced by the Redeveloper ("Redeveloper" being defined in Section Twelve, below) shall be given relocation assistance by the Redeveloper at its expense, in accordance with all applicable federal, state and local laws, ordinances, regulations and policies.

SECTION TEN. The Plan for the Area gives due consideration to the provision of adequate public facilities.

SECTION ELEVEN. In order to implement and facilitate the effectuation of the Plan hereby approved it is found and determined that certain official actions must be taken by this Board and accordingly this Board hereby:

- (a) Pledges its cooperation in helping to carry out the Plan;
- (b) Requests the various officials, departments, boards and agencies of the City, which have administrative responsibilities, likewise to cooperate to such end and to execute their respective functions and powers in a manner consistent with the Plan; and
- (c) Stands ready to consider and take appropriate action upon proposals and measures designed to effectuate the Plan.

SECTION TWELVE. All parties participating as owners or purchasers of property in the Area for redevelopment ("Redeveloper") shall agree for themselves and their heirs, successors and assigns that they shall not discriminate on the basis of race, color, creed, national origin, sex, marital status, age, sexual orientation or physical handicap in the sale, lease, or rental of any property or improvements erected or to be erected in the Area or any part thereof and those covenants shall run with the land, shall remain in effect without limitation of time, shall be made part of every contract for sale, lease, or rental of property to which Redeveloper is a party, and shall be enforceable by the LCRA, the City and the United States of America.

SECTION THIRTEEN. In all contracts with private and public parties for redevelopment of any portion of the Area, all Redevelopers shall agree:

- (a) To use the property in accordance with the provisions of the Plan, and be bound by the conditions and procedures set forth therein and in this Ordinance;
- (b) That in undertaking construction under the agreement with the LCRA and the Plan, bona fide Minority Business Enterprises ("MBE's") and Women's Business Enterprises ("WBE's") will be solicited and fairly considered for contracts, subcontracts and purchase orders;
- (c) To be bound by the conditions and procedures regarding the utilization of MBE's and WBE's established by the City;
- (d) To adhere to the requirements of the Executive Order of the Mayor of the City, dated July 24, 1997.
- (e) To comply with the requirements of Ordinance No. 60275 of the City;
- (f) To cooperate with those programs and methods supplied by the City with the purpose of accomplishing, pursuant to this paragraph, minority and women subcontractors and material supplier participation in the construction under this Agreement. The Redeveloper will report semi-annually during the construction period the results of its endeavors under this paragraph, to the Office of the Mayor and the President of this Board; and
- (g) That the language of this Section Thirteen shall be included in its general construction contract and other construction contracts let directly by Redeveloper.

The term MBE shall mean a sole proprietorship, partnership, corporation, profit or non-profit organization owned, operated and controlled by minority group members who have at least fifty-one percent (51%) ownership. The minority group member(s) must have operational and management control, interest in capital and earnings commensurate with their percentage of ownership. The term Minority Group Member(s) shall mean persons legally residing in the United States who are Black, Hispanic, Native American (American Indian, Eskimo, Aleut or Native Hawaiian), Asian Pacific American (persons with origins from Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, U.S. Trust Territory of the Pacific Islands, Laos, Cambodia or Taiwan) or Asian Indian American (persons with origins from India, Pakistan or Bangladesh). The term WBE shall mean a sole proprietorship, partnership, corporation, profit or non-profit organization owned, operated and controlled by a woman or women who have at least fifty-one percent (51%) ownership. The woman or women must have operational and managerial control, interest in capital and earnings commensurate with their percentage of ownership.

The term "Redeveloper" as used in this Section shall include its successors in interest and assigns.

SECTION FOURTEEN. A Redeveloper which is an urban redevelopment corporation formed pursuant to Chapter 353 of the Missouri Statutes shall hereby be entitled to real property ad valorem tax abatement which shall not include any Special Business District, Neighborhood Improvement District, Commercial Improvement District or any other single local taxing district created in accordance with Missouri law, whether now existing or later created, for a total period of up to ten (10) years from the commencement of such tax abatement, in accordance with the following provisions:

If property in the Area is sold by the LCRA to an urban redevelopment corporation formed pursuant to Chapter 353 of the Missouri Statutes, or if any such corporation shall own property within the Area, then for the first ten(10) years after the date the redevelopment corporation shall acquire title to such property, taxes on such property shall be based upon the assessment of land, exclusive of any improvements thereon, during the calendar year preceding the calendar year during which such corporation shall have acquired title to such property. In addition to such taxes, any such corporation shall for the same ten (10) year period make a payment in lieu of taxes to the Collector of Revenue of the City of St. Louis in an amount based upon the assessment on the improvements located on the property during the calendar year preceding the calendar year during which such corporation shall have acquired title to such property. If property shall be tax exempt because it is owned by the LCRA and leased to any such corporation, then such corporation for the first ten (10) years of such lease shall make payments in lieu of taxes to the Collector of Revenue of the City in an amount based upon the assessment on the property, including land and improvements, during the calendar year preceding the calendar year during which such corporation shall lease such property.

All payments in lieu of taxes shall be a lien upon the property and, when paid to the Collector of Revenue of the City shall be distributed as all other property taxes. These partial tax relief and payment in lieu of taxes provisions, during up to said ten (10) year period, shall inure to the benefit of all successors in interest in the property of the redevelopment corporation, so long as such successors shall continue to use such property as provided in this Plan and in any contract with the LCRA. In no event shall such benefits extend beyond ten (10) years after the redevelopment corporation shall have acquired title to the property.

SECTION FIFTEEN. Any proposed modification which will substantially change the Plan must be approved by the St. Louis Board of Aldermen in the same manner as the Plan was first approved. Modifications which will substantially change the Plan include, but are not necessarily limited to, modifications on the use of eminent domain, to the length of tax abatement, to the boundaries of the Area, or to other items which alter the nature or intent of the Plan. The Plan may be otherwise modified (e.g. urban design regulations, development schedule) by the LCRA.

SECTION SIXTEEN. The sections of this Ordinance shall be severable. In the event that any section of this Ordinance is found by a court of competent jurisdiction to be invalid, the remaining sections of this Ordinance are valid, unless the court finds the valid sections of the Ordinance are so essential and inseparably connected with and dependent upon the void section that it cannot be presumed that this Board would have enacted the valid sections without the void ones, or unless the court finds that the valid sections standing alone are incomplete and are incapable of being executed in accordance with the legislative intent.

ATTACHMENT "A"

**3838 FLORA PLACE
LEGAL DESCRIPTION**

CB 2117 FLORA PL
50 FT X 123 FT 4 IN

TYLER PLACE ADDN
BLOCK 13 LOT 8

PARCEL # 21170070

ATTACHMENT "B"
Form: 11/20/14

BLIGHTING STUDY AND REDEVELOPMENT PLAN
FOR THE
3838 Flora Place
REDEVELOPMENT AREA
PROJECT# 1923
October 28, 2014
LAND CLEARANCE FOR REDEVELOPMENT AUTHORITY
OF THE CITY OF ST. LOUIS

MAYOR
FRANCIS G. SLAY

BLIGHTING STUDY AND REDEVELOPMENT PLAN FOR
3838 FLORA PLACE
REDEVELOPMENT AREA

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- "F" BLIGHTING REPORT
- "G" SUSTAINABILITY REPORT

A. EXISTING CONDITIONS AND FINDINGS OF BLIGHT

1. DELINEATION OF BOUNDARIES

The **3838 FLORA PLACE** Redevelopment Area ("Area") encompasses approximately .13 acres in the Shaw neighborhood of the City of St. Louis ("City") and is located on the southern side of Flora Place. between Spring Ave. and 39th St.

The legal description of the Area is attached and labeled Exhibit "A". The boundaries of the Area are delineated on Exhibits "B", "C" and "D" ("Project Area Plan").

2. GENERAL CONDITION OF THE AREA

The Area comprises a portion of City Block 2117. The Area is in poor condition. The parcel by parcel physical conditions within the Area are shown on Exhibit "B" ("Project Area Plan-Existing Uses and Conditions") and enumerated in Exhibit "F" Data and Analysis of Conditions Representing a "Blighted Area" dated November 13, 2014 prepared by Development Strategies.

The Area is in the Market Type-A Category of the January 2014 St. Louis Market Value Analysis (MVA). This Category has above average levels of owner occupancy.

Unemployment figures, computed by the Missouri Economic Research and Information Center, Missouri Department of Economic Development, indicate a 8.8% unemployment rate for the City for the month of September, 2014. It is estimated that this rate is applicable to residents of the neighborhoods surrounding the Area.

There are currently no jobs within the Area.

3. PRESENT LAND USE OF THE AREA

Existing land uses within the Area include one unoccupied single-family building.

The land uses within the Area, including the location of public and private uses, streets and other rights-of-way, is shown on Exhibit "B".

4. PRESENT LAND USE AND DENSITY OF SURROUNDING PROPERTIES

The properties surrounding the Area are used primarily for residential purposes.

Residential density for the surrounding neighborhoods is approximately 17.85 persons per acre.

5. CURRENT ZONING

The Area is currently zoned "A" single-Family Residential District pursuant to the Zoning Code of the City, which is incorporated in this Blighting Study and Redevelopment Plan ("Plan") by reference.

6. FINDING OF BLIGHT

The property within the Area is unoccupied and the Area is in the conditions described in Exhibit "F". The existence of deteriorated property constitutes an economic or social liability to the City and presents a hazard to the health and well-being of its citizens. The preponderance of properties in the Area has been determined to be blighted within the meaning of Section 99.300-99.715 *et seq.*, RSMo, as amended (the "Land Clearance for Redevelopment Authority Law") as evidenced by the Blighting Report attached hereto, labeled Exhibit "F" and incorporated herein by this reference.

B. PROPOSED DEVELOPMENT AND REGULATIONS

1. DEVELOPMENT OBJECTIVES

The primary objectives of this Plan are to eliminate blight within the Area and to facilitate the redevelopment of the Area into productive residential uses.

The City Planning Commission adopted a Sustainability Plan on January 9, 2013. This Redevelopment Plan contributes to the sustainability of the City as outlined in the Sustainability Report (Exhibit G).

2. PROPOSED LAND USE OF THE AREA

The proposed land uses for the Area are residential uses permitted in zones designated "A" Single-Family Residential District by the City of St. Louis Zoning Code. Redeveloper(s) authorized by the Land Clearance for Redevelopment Authority of the City of St. Louis ("LCRA") to redevelop property in the Area (hereafter referred to as "Redeveloper(s)") shall be permitted to use the property within the Area for only the above proposed uses.

Exhibit "C" (Proposed Land Use) shows the proposed uses for the Area. The General Plan of the City which includes the "Strategic Land Use Plan" (as amended 2014) designates it as a Neighborhood Preservation Area (NPA).

3. PROPOSED ZONING

The proposed zoning for the Area is "A" Single-Family Residential District. All land coverage and building intensities shall be governed thereby.

4. RELATIONSHIP TO LOCAL OBJECTIVES

The proposed land uses, zoning, public facilities and utility plans are appropriate and consistent with local objectives as defined by the General Plan of the City which includes the "Strategic Land Use Plan" (as amended 2014). Any specific proposal to the LCRA for redevelopment of the Area or any portion of the Area shall contain, among other things, adequate provisions for traffic, vehicular parking, safety from fire, adequate

provisions for light and air, sound design and arrangement, and improved employment opportunities. The proposal shall also address the Area's average levels of owner occupancy as determined by the 2014 MVA.

5. PROPOSED EMPLOYMENT FOR THE AREA

There are no new jobs expected to be created in this Area because of the proposed redevelopment.

6. CIRCULATION

The Project Area Plan-Proposed Land Uses Plan (Exhibit "C") indicates the proposed circulation system for the Area. The layouts, levels and grades of all public rights-of-way may remain unchanged.

Rights-of-way changes will be subject to the review and approval of the City Department of Streets, and all vacations of rights-of-way are subject to approval by City ordinance.

7. BUILDING AND SITE REGULATIONS

The Area shall be subject to all applicable federal, state and local laws, ordinances, regulations and codes, including but not limited to, the City Building Code, Zoning District Regulations, and stipulations of the Planning and Urban Design Agency ("PDA") of the City. The population densities, land coverage, and building intensities of redevelopment shall be governed by the Zoning Code. No changes in the building codes or ordinances are required.

The Redeveloper(s) shall redevelop the Area in accordance with this Plan and the Redevelopment Agreement (if any) ("Agreement"), and shall maintain all structures, equipment, paved areas, and landscaped areas controlled by the Redeveloper(s) in good and safe order both inside and outside, structurally and otherwise, including necessary and proper painting. Failure to meet these requirements may result in suspension of tax abatement.

8. URBAN DESIGN

a. **Urban Design Objectives**

The property in the Area shall be redeveloped such that it is an attractive residential asset to the surrounding neighborhood.

b. **Urban Design Regulations**

- 1.) **Rehabilitation** shall respect the original exterior of the structures in the Area in terms of design and materials. Window and door shapes and detailing shall be compatible with the original design
- 2.) **New construction** or alterations shall be positioned on the lot so that any existing recurrent building masses and spaces along the street are continued as well as the pattern of setback from the street.
- 3.) **New Exterior Materials** on facades of structures in the Area visible from the street(s) shall be compatible in type and texture with the dominant materials of adjacent buildings. Artificial masonry such as "Permastone" is not permitted. A submission of all building materials shall be required prior to building permit approval.
- 4.) **Architectural Details** on existing structures in the Area shall be maintained in a similar size, detail and material. Where they are badly deteriorated, similar details salvaged from other buildings may be substituted. Both new and replacement window and doorframes shall be limited to wood or color finished aluminum on the street facing facades, including basement windows. Raw or unfinished aluminum and glass block are not acceptable. Awnings of canvas only are acceptable.
- 5.) **Roof Shapes** that are employed in a predominance of existing buildings in a block shall set

the standard of compatibility for any proposed new construction or alteration.

- 6.) **Roof Materials** shall be slate, tile, copper or asphalt shingles where the roof is visible from the street. Brightly colored asphalt shingles are not appropriate.

c. Landscaping and Sidewalk Maintenance

The Area shall be well-landscaped. Perimeter street trees of a minimum caliper of 2-1/2 inches and generally 30-35 feet on center, depending upon tree type, utilities, curb cuts, etc., shall be provided along all public or private streets - preferably in tree lawns along the curb. If necessary, sidewalks shall be notched to accommodate the trees.

Ornamental or shade trees should be provided in the front lawns along with evergreen accent shrubs.

Existing, healthy trees shall be retained, if feasible. Sidewalks shall be repaired/replaced to insure safe walkability in the city.

d. Fencing

Fencing in the front yards shall be limited to ornamental metal with a black matte finish. Fencing behind the building line and not facing a street may be chain link with a black matte finish, or a good quality, privacy fence provided it is not wood stockade style. Fencing facing a side street shall be ornamental metal or a good quality board fence up to six (6) feet in height provided landscaping is provided between the fence and the sidewalk.

9. **PARKING REGULATIONS**

Parking shall be provided in accordance with the applicable zoning and building code requirements of the City, including PDA standards. This will provide adequate vehicular parking for the Area.

Where feasible, parking shall be limited to the rear of the property in the Area off the alley, and at least one space shall be provided for each residential unit. In addition, surface parking shall not extend beyond the established building line. Surface parking along public streets shall be buffered by a continuous evergreen hedge at least two and one-half (2 ½) feet high on planting and maintained at three and one-half (3 ½) feet high at maturity.

10. **SIGN REGULATIONS**

All new signs shall be limited as set out in the City Code, PDA stipulations, this Plan and contracts between the LCRA and the Redeveloper. All new signs shall be restricted to standard sale/lease signs.

11. **BUILDING, CONDITIONAL USE AND SIGN PERMITS**

No building, conditional use, or sign permits shall be issued by the City without the prior written recommendation of the LCRA.

12. **PUBLIC IMPROVEMENTS**

No additional schools, parks, recreational and community facilities or other public facilities will be required. Additional water, sewage or other public utilities may be required depending on redevelopment. The cost of such utility improvements will be borne by the Redeveloper.

If funds are available to the LCRA, it may provide public improvements including, but not limited to, measures for the control of traffic, improvements to street lighting, street trees, and any other improvements which may further the objectives of this Plan.

When developed in accordance with this Plan, the Area will comprise a coordinated, adjusted and harmonious development that promotes the health, safety, morals, order, convenience, prosperity, general welfare, efficiency and economy of the City.

C. PROPOSED SCHEDULE OF DEVELOPMENT

It is estimated that the implementation of this Plan will take place in a single phase initiated within approximately one (1) year of approval of this Plan by City ordinance and completed within approximately two (2) years of approval of this Plan by City ordinance.

The LCRA may alter the above schedule as economic conditions warrant.

D. EXECUTION OF PROJECT**1. ADMINISTRATION AND FINANCING**

The LCRA is empowered by Missouri law to administer redevelopment of all types pursuant to this Plan and can do so to the extent and in the manner prescribed by the Land Clearance for Redevelopment Authority Law.

All costs associated with the redevelopment of the Area will be borne by the Redeveloper(s).

Implementation of this Plan may be financed by funds obtained from private and/or public sources, including, without limitation, revenue bonds, bank loans, and equity funds provided by the Redeveloper(s).

2. PROPERTY ACQUISITION

The Project Area Plan-Acquisition Map, Exhibit "D" attached, identifies all the property located in the Area. The LCRA may acquire any property in the Area by the exercise of eminent domain.

3. PROPERTY DISPOSITION

If the LCRA acquires property in the Area, it may sell or lease the property to Redeveloper(s) who shall agree to redevelop such property in accordance with this Plan and the Agreement between such Redeveloper(s) and the LCRA. Any property acquired by the LCRA and sold to Redeveloper(s) will be sold at not less than its fair value, taking into account and giving consideration to those factors enumerated in Section 99.450, RSMo. as amended, for uses in accordance with this Plan.

4. RELOCATION ASSISTANCE

The property within the Area is currently unoccupied. If it should become occupied, all eligible occupants displaced as a result of the implementation of this Plan shall be given relocation assistance in accordance with all applicable federal, state and local laws, ordinances, regulations and policies.

E. COOPERATION OF THE CITY

The City and its Board of Aldermen, by enacting an ordinance approving this Plan, pledges the cooperation of the City to enable the project to be carried out in a timely manner and in accordance with this Plan.

F. TAX ABATEMENT

Any Redeveloper(s) which is an urban redevelopment corporation formed pursuant to Chapter 353 of the Missouri Statutes shall hereby be entitled to real property ad valorem tax abatement which shall not include taxes collected for any Special Business District, Neighborhood Improvement District, Commercial Improvement District, or any other single local taxing district created in accordance with Missouri law, whether now existing or later created, for a total period of up to ten (10) years from the commencement of such tax abatement, in accordance with the following provisions of this Plan:

If property in the Area is sold by the LCRA to an urban redevelopment corporation formed pursuant to Chapter 353 of the Missouri Statutes, or if any such corporation shall own property within the Area, then for a period of up to the first ten (10) years after the date the redevelopment corporation shall acquire title to such property, taxes on such property shall be based upon the assessment of land, exclusive of any improvements thereon, during the calendar year prior to the calendar year during which such urban redevelopment corporation shall have acquired title to such property. In addition to such taxes, any such corporation shall for up to the same ten (10) year period make a payment in lieu of taxes to the Collector of Revenue of the City of St. Louis in an amount based upon the assessment on the improvements located on the property

during the calendar year prior to the calendar year during which such urban redevelopment corporation shall have acquired title to such property. In addition to such taxes, any such corporation shall for such period of up to the ten (10) years make a payment in lieu of taxes to the Collector of Revenue of the City in an amount based upon the assessment on the improvements located on the property during the calendar year prior to the calendar year during which such corporation shall have acquired title to such property. If such property shall be tax-exempt because it is owned by the LCRA and leased to any such urban redevelopment corporation, then such corporation for a period of up to the first ten (10) years of the lease shall make payment in lieu of taxes to the Collector of Revenue of the City in an amount based upon the assessment on the property, including land and improvements, during the calendar year prior to the calendar year during which such corporation shall lease such property.

All payments in lieu of taxes shall be a lien upon the real property and, when paid to the Collector of Revenue of the City shall be distributed as all other property taxes. These partial tax relief and payment in lieu of taxes provisions, during up to said ten (10) year period, shall inure to the benefit of all successors in interest in the property of the urban redevelopment corporation, so long as such successors shall continue to use such property as provided in this Plan and in any Agreement with the LCRA. In no event shall such benefits extend beyond ten (10) years after any urban redevelopment corporation shall have acquired title to the property.

G. COMPLIANCE WITH AFFIRMATIVE ACTION AND NONDISCRIMINATION LAWS AND REGULATIONS

1. LAND USE

A Redeveloper(s) shall not discriminate on the basis of race, color, creed, national origin, marital status, sex, age, sexual orientation or physical handicap in the lease, sale, rental or occupancy of any property, or any improvements erected or to be erected in the Area, or any part thereof.

2. CONSTRUCTION AND OPERATIONS

A Redeveloper (s) shall not discriminate on the basis of race, color, creed, national origin, marital status, sex, age, sexual orientation or physical handicap in the construction and operation of any project in the Area and shall take such affirmative action as may be appropriate to afford opportunities to everyone in all activities of the project, including enforcement, contracting, operating and purchasing.

3. LAWS AND REGULATIONS

A Redeveloper (s) shall comply with all applicable federal, state and local laws, ordinances, executive orders and regulations regarding nondiscrimination and affirmative action, including the City Guidelines for Minimum Utilization of Minority Enterprises, dated January 1, 1981 as may be amended, and the "Equal Opportunity and Nondiscrimination Guidelines" in Exhibit "E", attached.

4. ENFORCEMENT

All of the provisions of this Section G shall be incorporated in an Agreement between the LCRA and a Redeveloper (s), which agreement shall be recorded in the office of the Recorder of Deeds. The provisions of G (1) and G (3) shall be covenants running with the land, without limitation as to time, and the provisions of G (2) shall be for the duration of this Plan and any extension thereof.

All of the provisions of Section G shall be enforceable against the Redeveloper (s), its heirs, successors or assigns, by the LCRA, the City, any state having jurisdiction or the United States of America.

H. MODIFICATIONS OF THIS PLAN

Any proposed modification which will substantially change this Plan shall be approved by the St. Louis Board of Aldermen in the same manner as this Plan was first approved. Modifications which will substantially change this Plan include, but are not necessarily limited to, modifications on the use of eminent domain, to the length of tax abatement, to the boundaries of the Area, or other items which alter the nature or intent of this Plan.

This Plan may be otherwise modified (e.g. urban design regulations, development schedule) by the LCRA.

I. DURATION OF REGULATION AND CONTROLS

The regulation and controls set forth in this Plan shall be in full force and effect for twenty-five years commencing with the effective date of approval of this Plan by City ordinance, and for additional ten (10) year periods unless before the commencement of any such ten (10) year period the St. Louis Board of Aldermen shall terminate this Plan at the end of the term then in effect, except as provided in Section G (4) of this Plan.

J. EXHIBITS

All attached exhibits are hereby incorporated by reference into this Plan and made a part hereof.

K. SEVERABILITY

The elements of this Plan satisfy all requirements of state and local laws. Should any provisions of this Plan be held invalid by a final determination of a court of law, the remainder of the provisions hereof shall not be affected thereby, and shall remain in full force and effect.

ATTACHMENT "A"

**3838 FLORA PLACE
LEGAL DESCRIPTION**

CB 2117 FLORA PL
50 FT X 123 FT 4 IN
TYLER PLACE ADDN
BLOCK 13 LOT 8

PARCEL # 21170070

See attached Exhibits B, C & D

**EXHIBIT "E"
FORM: 02/08/08**

EQUAL OPPORTUNITY AND NONDISCRIMINATION GUIDELINES

In any contract for work in connection with the redevelopment of any property in the Area, the Redeveloper(s) (which term shall include Redeveloper(s), any designees, successors and assigns thereof, any entity formed to implement the project of which the Redeveloper(s) is affiliated), its contractors and subcontractors shall comply with all federal, state and local laws, ordinances, or regulations governing equal opportunity and nondiscrimination (Laws). Moreover, the Redeveloper shall contractually require its contractors and subcontractors to comply with such laws.

The Redeveloper(s) and its contractors will not contract or subcontract with any party known to have been found in violation of any such Laws, ordinances, regulations or these guidelines.

The Redeveloper(s) shall fully comply with Executive Order #28 dated July 24, 1997, as has been extended, relating to minority and women-owned business participation in City contracts.

The Redeveloper(s) agrees for itself and its successors and assigns, that there shall be covenants to ensure that there shall be no discrimination on the part of the Redeveloper(s), its successors or assigns upon the basis of race, color, creed, national origin, sex, marital status, age, sexual orientation or physical handicap in the sale, lease, rental, use or occupancy of any property, or any improvements erected or to be erected in the Area or any part thereof, and those covenants shall run with the land and shall be enforceable by the LCRA, the City, and the United States of America, as their interests may appear in the project.

Redeveloper(s) shall fully comply (and ensure compliance by "anchor tenants") with the provisions of St. Louis City Ordinance #60275 (First Source Jobs Policy) which is codified at Chapter 3.90 of the Revised Ordinances of the City of St. Louis.

**DATA AND ANALYSIS CONDITIONS
REPRESENTING A "BLIGHTED AREA"
FOR THE
3838 FLORA PLACE
REDEVELOPMENT AREA
November 13, 2004
(Is on file in the Register's Office.)**

Approved: December 23, 2014

**ORDINANCE #69915
Board Bill No. 201**

An ordinance establishing the DeBaliviere Place Special Business District pursuant to Sections 71.790 through 71.808 of the Revised Statutes of Missouri, setting its boundaries, tax rate, initial rate of levy subject to the approval of the qualified voters, bonding authority, and uses to which tax revenue may be put; creating a board of commissioners; and containing severability, effectiveness, and emergency clauses.

WHEREAS, petitions signed by property owners in the area hereinafter described have been filed with the City, requesting the establishment of a Special Business District; and

WHEREAS, pursuant to Section 71.792 R.S.Mo., a survey and investigation of the desirability and possibility of forming a Special Business District in that portion of the City of St. Louis within the maximum commonly known boundaries commencing at the North-South center line of Clara Avenue to its intersection with the prolongation of the Northern boundary line of City Parcel Locator Number 5618-00-0210 also being the Northern boundary line of City Block 5618 commonly known as 5600-5620 Delmar Blvd. located in the City Of St. Louis, Missouri, and proceeding southwardly along the center line of said Clara Avenue to its intersection with the prolongation of the Southern alley line of the East-West alley in City Block 3875.18; thence eastwardly along said Southern alley line and its prolongation to its intersection with the North-South center line of Belt Avenue; thence southwardly along the center line of said Belt Avenue to its intersection with the prolongation of the Southern alley line of the East-West alley in City Block 3877; thence eastwardly along said Southern alley line and its prolongation to its intersection with the North-South center line of Union Boulevard Avenue; thence southwardly along said center line Union Boulevard and its prolongation to its intersection with the East-West center line of Lindell Boulevard; thence westwardly along said center line of Lindell Boulevard to its intersection with the prolongation of the center line of Forest Park Parkway; thence more or less westwardly along the center line of said Forest Park Parkway and its prolongation to its intersection with the North-South center line of DeBaliviere Avenue; thence northwardly along said center line of DeBaliviere Avenue to its intersection with the prolongation of the Southern boundary line of City Parcel Locator Number 5522-00-0175 in City Block 5522 commonly known as 5720 DeGiverille Avenue; thence northwestwardly along said Southern boundary line to its intersection with its Western boundary line; thence northwardly along said Western boundary line to its intersection with its Northern boundary line; thence southeastwardly along said Northern boundary line to its intersection with its Western boundary line; thence northwardly along said boundary line to its intersection with its Northern boundary line; thence eastwardly along said Northern boundary line to its intersection with the prolongation of the Western alley line of the North-South alley in City Block 5521, thence northwardly along said Western alley line and its prolongation, crossing Pershing Avenue to a point of intersection with the Western alley line of the North-South alley in City Block 5521, thence eastwardly crossing said North-South alley to the Western boundary line of City Parcel Locator Number 5521-00-0450, commonly known as 301-331 DeBaliviere Avenue; thence northwardly along said Western boundary line of parcel and its prolongation, crossing Waterman Boulevard and continuing northwardly along the Western boundary line of City Parcel Locator Number 5520-00-0275 in City Block 5520 commonly known as 5706-5722 McPherson Avenue, thence northwardly along said Western boundary line to its intersection with its Southern boundary line; thence westwardly along said Southern boundary line to its intersection with its Western boundary line, thence northwardly along said Western boundary line to its intersection with its Northern boundary line, also being the Southern street line of the East-West McPherson Avenue, thence eastwardly along said Northern boundary line to its intersection with its Western boundary line, thence northwardly along said Western boundary line to its intersection with its Southern boundary line, thence westwardly along said Southern boundary line to its intersection with its Western boundary line, thence northwardly along said Western boundary line to its intersection with its Northern boundary line, also being the Southern alley line of the East-West alley in City Block 5519; thence eastwardly along said Northern boundary line to its intersection with its Western boundary line; thence northwardly along said Western boundary line and its prolongation, crossing Kingsbury Place to its intersection with the Southwestern corner of City Parcel Locator Number 5667-00-0150 in City Block 5667 commonly known as 501-531 DeBaliviere Avenue; thence northwardly along said Western boundary line and continuing northwardly along all Western boundary lines of all adjacent parcels to its intersection with the Northern boundary line of City Parcel Locator Number 5668-00-0060 in City Block 5668 commonly known as 569 DeBaliviere Avenue; thence eastwardly along said Northern boundary line to its intersection with the Western street line of DeBaliviere Avenue; thence northwardly along said Western street line of DeBaliviere Avenue to its

intersection with the Southern street line of Delmar Boulevard; also being the prolongation of the Northern boundary line of City Parcel Locator Number 5618-00-0040 in City Block 5618 commonly known as 566-586 DeBaliviere Avenue; thence eastwardly along said Southern lines, crossing DeBaliviere Avenue and continuing eastwardly along said Southern Street line of Delmar Boulevard and its prolongation to its intersection with the North-South center line of Clara Avenue, also being the prolongation of the Northern boundary line of City Parcel Locator Number 5618-00-0210 in City Block 5618 commonly known as 5600-5620 Delmar Boulevard, being the point of beginning., has been conducted and a written report thereof is on file in the office of the City Register as Document _____; and

WHEREAS, this Board of Aldermen did on November 21, 2014 adopt Resolution Number 168 declaring its intention to establish a Special Business District in said area and calling for a public hearing on the matter; and

WHEREAS, said public hearing, duly noticed, was held at 9:00 a.m. on December 9, 2014 by the 2014-15 Committee on Ways & Means of the Board of Aldermen; and

WHEREAS, this Board of Aldermen hereby finds that the establishment of a Special Business District for said area described above is in the best interest of the City of St. Louis and that the property owners and tenants of said area and the public in general will benefit by the establishment of said Special Business District and the increased level of services and improvements provided by the proposed additional tax revenues from said district; and

WHEREAS, the said district shall be known as the DeBaliviere Place Special Business District;

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

SECTION ONE. A Special Business District, to be known as the "DeBaliviere Place Special Business District" (hereinafter referred to as the "District"), is hereby established for the area of the City described as follows:

INSERT DESCRIPTION

SECTION TWO. Taxes for the District shall be assessed and collected as follows:

A. For the purpose of paying for costs and expenses incurred in the establishment and operation of the District, the provision of services and facilities and improvements authorized in Sections Five and Six of this ordinance, and incidental to the leasing, construction, acquisition and maintenance of any improvements authorized herein or for paying principal and interest on bonds or notes authorized for the construction or acquisition of any said improvement, there may be imposed a tax upon all real property within the District at eighty-five cents (\$.85) on the one hundred dollars (\$100.00) assessed valuation, subject to the provisions of Section Nine. Such tax shall be imposed during the 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023 and 2024 tax years only subject to the renewal of such tax by the qualified voters of the District pursuant to the procedure set forth in Section 71.800 RSMo. (2000).

B. If the proposition submitted to the qualified voters residing in the District receives in its favor the votes of the majority of the qualified voters voting at the election conducted pursuant to Section Nine, the initial rate of levy which shall be imposed upon real property within the District shall be 85 cents (\$.85) on the one hundred dollars (\$100.00) assessed valuation.

C. Real property subject to partial tax abatement under the provisions of Chapter 353, R.S.Mo., shall, for the purpose of assessment and collection of ad valorem real estate taxes levied under the District, be assessed and ad valorem real estate taxes shall be collected upon the same assessed value on which its ad valorem real estate taxes and payment in lieu of taxes are based in the Ordinance adopted by the City of St. Louis approving the development plan of any such corporation and authorizing tax abatement; provided, however, that the owners at such real property are strongly encouraged to make additional equitable, annual donations to the District in lieu of the additional District taxes.

D. The levy shall not be imposed upon real property exempt from ad valorem real estate taxes because of charitable, religious, educational or other public or private uses; provided, however, that the owners of such real property are strongly encouraged to make equitable, annual donations to the District in lieu of District taxes.

E. The tax provided for by this ordinance shall be collected by the Collector of Revenue and held in a special account to be used only for all purposes authorized hereunder, as provided by law.

F. If the District for any reason is dissolved, all delinquent taxes collected after the date of dissolution shall be credited and forwarded to the general fund of the City of St. Louis after all debts of the District, if any, are discharged.

SECTION THREE. For the purposes of paying costs and expenses to be incurred in the acquisition, construction, improvement, expansion and/or maintenance of any facilities of the District, the District may incur indebtedness and issue bonds or notes for the payment thereof under the terms of, and subject to, the requirements set forth by law.

SECTION FOUR. There shall be a Board of Commissioners to administer the District. The Board of Commissioners shall be selected as follows:

A. **Membership:** The Board of Commissioners shall consist of seven (7) members, and shall be appointed by the Mayor with the advice and consent of the Board of Aldermen, of whom five (5) members shall be owners of real property within the District or their representatives and two (2) members shall be renters within the District or their representatives; provided, however, that no employee or elected official of the City of St. Louis shall be a member of the Board of Commissioners.

B. **Term of Office:** Each member of the Board of Commissioners shall serve for a four (4) year term (except as provided herein with respect to the initial members), with terms expiring as of December 31st of the designated year or when their successors are appointed as provided herein, whichever is later.

C. **Initial Members and Terms:** The initial members shall be appointed for the terms set forth as follows: one (1) member shall be appointed for a term expiring December 31, 2016; two (2) members shall be appointed for a term expiring December 31, 2017; two (2) members shall be appointed for a term expiring December 31, 2018; and two (2) members shall be appointed for a term expiring December 31, 2019.

D. **Removal:** The Mayor with approval of the Board of Aldermen may remove any member of the Board of Commissioners for misconduct or neglect of duty upon written charges and after a public hearing.

E. **Vacancies:** Vacancies on the Board of Commissioners, occasioned by removal, resignation, expiration of term, or otherwise, shall be reported in writing to the Mayor by the Board of Commissioners. The vacancy shall be filled in like manner as an original appointment no later than thirty (30) days after the date of said report to the Mayor. Appointments to fill vacancies shall be for the unexpired portion of a term only.

F. **Compensation:** The members of the Board of Commissioners shall serve without compensation of any kind.

SECTION FIVE. All District revenues collected hereunder by the Collector of Revenue, except for those revenues expended for the necessary costs of the establishment and administration of the District, and for collection fees for tax revenue collected hereunder, may be used to carry out any and all of the following improvements, services and activities of the District:

A. To provide special police and/or security facilities, equipment, vehicles and/or personnel for the protection and enjoyment of the property owners and the general public within the District;

B. To provide special cleaning facilities and personnel for the enjoyment of the property owners and the general public within the District;

C. To landscape and plant trees, bushes and shrubbery, flowers and each and every other kind of decorative planting;

D. To construct, install, improve and/or maintain pedestrian malls, plazas, streets, sidewalks, parks, bus stop shelters, lighting, benches, or other seating furniture, sculptures, traffic signs, fire hydrants, kiosks, trash receptacles, marquees, awnings, canopies, walls, fences, gates and barriers, paintings, murals, alleys, shelters, fountains, ramps, and each and every other useful or necessary or desired improvement;

E. To promote activities in the District by, but not limited to, advertising, decoration of any public place in the area, promotion of public events which are to take place on or in public places, furnishing of music in any public place and the general promotion of activities in the District;

F. To maintain any City-owned streets, alleys, malls, ramps, trees and decorative plantings of each and every nature, and any structure or object of any nature whatsoever constructed or operated by the city;

G. To prohibit or restrict vehicular traffic on such streets and alleys within the District as the Board of Aldermen may deem necessary and to provide the means for access by emergency and refuse vehicles to or in such areas;

H. To close existing City-owned streets or alleys or to open new streets and alleys or to widen or narrow existing

City-owned streets and alleys in whole or in part within the District as the Board of Aldermen may deem necessary.

SECTION SIX. The District shall have all the powers necessary to carry out any and all activities and improvements authorized by law and may:

A. Cooperate with any public agencies and with any industry or business located within the District in the implementation of any project within the District;

B. Enter into any agreement with the City, any other public agency, any person, firm, or corporation to effect any of the provisions contained in Sections 71.790 through 71.808 R.S.Mo.;

C. Contract and be contracted with, sue and be sued and provide for insurance of all projects and property owned or managed by the District and for insurance covering all members of the Board of Commissioners and employees and agents of the District, providing for coverage of such risks and with such limits as the Board of Commissioners may deem proper;

D. Accept gifts, grants, loans or contributions from the City, the United States of America, the State of Missouri, political subdivisions, foundations, other public or private agencies, individuals, partnerships, or corporations; and

E. Employ such managerial, engineering, legal, technical, clerical, accounting, and other assistance as the Board of Commissioners may deem advisable; the District may also contract with independent contractors for any such assistance.

SECTION SEVEN. A. Annual Budget. The Board of Commissioners shall file with the Board of Aldermen an annual budget for the District, which shall set forth the projected revenues and expenditures for the ensuing year, not later than the first day of November each year; provided, however, that no such proposed annual budget shall be filed with the Board of Aldermen until after the date the Board of Commissioners conducts a public hearing within the District on any such proposed annual budget. Notice of any such public hearing shall be published at least ten (10) days prior to the hearing in a daily, twice-weekly, weekly or bi-weekly newspaper of general circulation within the District; and provided further, that in addition to showing the time, date and place of the hearing, the notice shall also show the complete proposed annual budget. The Board of Commissioners shall not expend any funds collected by the Collector of Revenue inconsistent with or until an annual budget for the expenditure of such funds is approved by the Board of Aldermen by Resolution. If the Board of Aldermen does not act on said budget by Resolution within thirty (30) days of its filing, said budget will presume to have been approved by the Board of Aldermen.

B. Annual Report. The Board of Commissioners shall also file an annual report with the Board of Aldermen, which shall set forth the programs, revenues and expenditures of the District for the previous calendar year, not later than the first day of March each year.

SECTION EIGHT. The City shall not decrease the level of municipally funded services in the District existing prior to the creation of the District, unless the services at the same time are decreased throughout the City, nor shall the City discriminate in the provision of new municipally funded services between areas included in the District and areas not so included.

SECTION NINE. The tax levy authorized in Section Two shall not be effective unless and until the following proposition, submitted to the qualified voters residing in the District at a special election in the District to be held on April 7, 2015, shall receive in its favor the votes of the majority of the qualified voters voting at said election for or against said proposition. Said proposition shall be in substantially the following form:

OFFICIAL BALLOT

Shall a tax of \$.85 per \$100.00 valuation be imposed for the tax years, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023 and 2024 on all real property located in the DeBaliviere Place Special Business District as defined in Ordinance No._____, approved DATE, (Board Bill No. __)for the purposes as set forth in said Ordinance?

___ YES

___ NO

SECTION TEN. If any section, subsection, sentence, clause, phrase, or portion of this ordinance is held to be invalid or unconstitutional, or unlawful for any reason, by any court of competent jurisdiction, such portion shall be deemed and is hereby declared to be separate, distinct and independent provisions of this ordinance, and such holding or holdings shall not affect the

validity of the remaining portions of this ordinance.

SECTION ELEVEN: This being an ordinance for the immediate preservation of public peace, health and safety, it is 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 upon its passage and approval by the Mayor.

Approved: January 20, 1015

**ORDINANCE #69916
Board Bill No. 202**

An ordinance submitting to the qualified voters residing in the DeBaliviere Place Special Business District Special Business District as designated in Ordinance No. _____, approved DATE (Board Bill No. ___) a proposal to establish the levy a tax on the real property located in said district; submitting said proposal to the voters of said district at an Election on April 7, 2015; and containing an emergency clause.

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

SECTION ONE. The following proposition is hereby submitted to the qualified voters residing in the DeBaliviere Place Special Business District Special Business District, as designated in Ordinance No. _____, approved DATE, (Board Bill No. ___) and shall be voted upon at the election to be held as hereinafter provided. The proposition shall read substantially in words and figures as follows:

Shall a tax of \$.85 per \$100.00 valuation be imposed for the tax years 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023 and 2024 on all real property located in the DeBaliviere Place Special Business District as defined in Ordinance No. _____, approved DATE, (Board Bill No. ___) for the purposes as set forth in said Ordinance?

SECTION TWO. The foregoing proposition shall be submitted to qualified voters residing in the DeBaliviere Place Special Business District at a special election in said District to be held on Tuesday, April 7, 2015. If the proposition shall receive in its favor the votes of the majority of the qualified voters voting at said election for or against said proposition, the tax as set forth within said proposition shall be authorized and adopted and become part of the laws of the City of St. Louis from the date of said election. The qualified voters may, at such election, vote a ballot substantially in the following form:

OFFICIAL BALLOT

Shall a tax of \$.85 per \$100.00 valuation be imposed for the tax years 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023 and 2024 on all real property located in the DeBaliviere Place Special Business District as defined in Ordinance No. _____, approved DATE, (Board Bill No. ___) for the purposes as set forth in said Ordinance?

_____ YES

_____ NO

SECTION THREE. Notice of the election on such proposition shall be published and said election shall be conducted in the manner provided by law.

SECTION FOUR. Immediately upon the passage and approval of this Ordinance, the City Register shall certify a copy thereof to the Board of Election Commissioners for the City of St. Louis for action and proceedings by said Board in accordance herewith and as required by law.

SECTION FIVE. This being an ordinance calling and providing for an election and vote by the people and fixing a tax rate, it is declared to be an emergency measure as defined by Article IV, Sections 19 and 20 of the Charter of the City of St. Louis and shall take effect and be in force from and after its adoption and approval by the Mayor.

Approved: January 20, 2015

ORDINANCE #69917
Board Bill No. 203

AN ORDINANCE RECOMMENDED BY THE PARKING COMMISSION OF THE CITY OF ST. LOUIS AND AUTHORIZING AND DIRECTING THE CITY, ACTING THROUGH THE TREASURER OF THE CITY IN HER CAPACITY AS SUPERVISOR OF PARKING METERS, TO ISSUE SUBORDINATED PARKING REVENUE BONDS, SERIES 2014, IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$6,750,000; SETTING FORTH CERTAIN TERMS AND CONDITIONS RELATIVE TO SUCH BONDS; APPOINTING A BOND REGISTRAR AND PAYING AGENT IN CONNECTION WITH THE BONDS; APPROVING AND AUTHORIZING THE EXECUTION OF A SUPPLEMENTAL TRUST INDENTURE NO. 4, A CONTINUING DISCLOSURE AGREEMENT, AND A TAX COMPLIANCE AGREEMENT; AUTHORIZING THE NEGOTIATED SALE OF THE BONDS AND THE EXECUTION AND DELIVERY OF A BOND PURCHASE AGREEMENT; THE TAKING OF OTHER ACTIONS, AND THE EXECUTION AND APPROVAL OF OTHER DOCUMENTS, AS ARE NECESSARY OR DESIRABLE TO CARRY OUT AND COMPLY WITH THE INTENT HEREOF, AND CONTAINING AN EMERGENCY CLAUSE.

WHEREAS, the City of St. Louis, Missouri (the "City" or the "Issuer"), acting through the Treasurer in her capacity as Supervisor of Parking Meters (the "Treasurer") is authorized under the laws of the State of Missouri, including Section 82.485, Revised Statutes of Missouri (2000), as amended (the "Act"), to issue revenue bonds and pledge parking assets, including real property and future revenue, for the purpose of financing capital improvements; and

WHEREAS, such revenue bonds will be issued pursuant to a Trust Indenture among the City, the Parking Commission and UMB Bank, N.A. (the "Trustee") dated as of December 1, 2006 (the "Original Indenture") and any applicable supplemental indenture; and

WHEREAS, the City deems it advisable for the general welfare of the people residing and working in the City to now issue not to exceed \$6,750,000 aggregate principal amount of subordinated bonds (the "Series 2014 Bonds") under the Original Indenture and a Supplemental Trust Indenture No. 4 dated as of the first day of the month in which the Series 2014 Bonds are issued (the "Supplemental Indenture") among the City, the Parking Commission and the Trustee to (a) finance the costs of the hereinafter defined Series 2014 Project, and (b) pay the costs of issuance with respect to the Series 2014 Bonds; and

WHEREAS, in connection with the issuance of the Series 2014 Bonds it is necessary and desirable that the City, as Issuer, enter into certain agreements including, without limitation, the Supplemental Indenture, the Bond Purchase Agreement dated as of the date of the sale of the Series 2014 Bonds between the City and the purchaser identified therein (the "Purchase Agreement"), a Continuing Disclosure Agreement dated as of the first day of the month in which the Series 2014 Bonds are issued, between the City and UMB Bank, N.A., as dissemination agent (the "Continuing Disclosure Agreement") and a Tax Compliance Agreement dated as of the first day of the month in which the Series 2014 Bonds are issued, between the City and the Trustee (the "Tax Compliance Agreement") and that the City execute certain other documents; and

WHEREAS, the Series 2014 Bonds shall state that such bonds do not constitute an indebtedness of the City, the State of Missouri or any political subdivision thereof within the meaning of any constitutional or statutory debt limitation or restriction and that the taxing power of the City, the State of Missouri or any political subdivision thereof is not pledged to the payment of the principal of, premium, if any, or interest on the Series 2014 Bonds;

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

Section One. Definitions. As used in this Ordinance, "Series 2014 Project" has the following meaning, and any other capitalized terms used herein shall have the meanings assigned to such terms in the Original Indenture:

"Series 2014 Project" means the acquisition and installation of modern parking meters capable of accepting credit card and other electronic payments for the City's Parking System to replace older, inefficient parking meters.

Section Two. Findings, Determinations and Declarations. The Board of Aldermen hereby finds, determines and declares as follows:

(a) The issuance of the Series 2014 Bonds, the sale and delivery thereof through a negotiated sale and the use of the proceeds thereof to (i) finance the Series 2014 Project, and (ii) pay costs of issuance of the Series 2014 Bonds is necessary and desirable for the general welfare of the City.

(b) In approving the issuance of the Series 2014 Bonds and the sale and delivery thereof, it is the intention of the Board of Aldermen, that:

(i) the aggregate principal amount of Series 2014 Bonds shall not exceed the amount set forth in Section Three hereof; and

(ii) this Ordinance authorizes the issuance and sale of the Series 2014 Bonds only.

Section Three. Authorization of the Series 2014 Bonds.

(a) The Board of Aldermen, acting as the governing authority of the City and on the recommendation of the Parking Commission, does hereby authorize the City, as the Issuer, to issue the Series 2014 Bonds in an aggregate principal amount not to exceed \$6,750,000, the proceeds of which Series 2014 Bonds shall be used to finance the Series 2014 Project, and for the other purposes stated in Section 2(a) above, and which Series 2014 Bonds shall be sold by a negotiated sale.

(b) The Series 2014 Bonds shall: (i) have a final maturity of not more than 30 years from the date of issuance; (ii) bear rates of interest at not more than the rates permitted by applicable Missouri law; (iii) be expressly subordinate and junior in right of payment to all other senior Bonds authorized by and at any time issued, authenticated and Outstanding under the Original Indenture; and (iv) be sold at the best price obtainable, but not less than ninety-five percent of the par value thereof. Subject to the provisions of this Ordinance, the Series 2014 Bonds shall be dated, mature, appear in such denominations, bear interest at such times and have such other terms and provisions as provided in the Supplemental Indenture.

(c) The payment of the costs of issuance of the Series 2014 Bonds out of the proceeds of the sale of such Series 2014 Bonds and other available funds is hereby approved on behalf of the City. The Treasurer, with the approval of the Parking Commission, shall enter into all contracts incident to the issuance and sale of the Series 2014 Bonds and the completion of the Series 2014 Project, and shall approve the payment by the Trustee of all costs incurred in connection with such issuance and sale of the Series 2014 Bonds and the completion of the Series 2014 Project.

Section Four. Manner of Sale of the Series 2014 Bonds; Application of Proceeds. The Series 2014 Bonds may be sold at a negotiated sale at the best price obtainable as the Mayor, the Comptroller and the Treasurer shall determine in their sole discretion, subject to the interest rate and par value limitations set forth in Chapter 108.170, Revised Statutes of Missouri, as amended. The proceeds of the sale of the Series 2014 Bonds shall be applied by the City simultaneously with the delivery of the Series 2014 Bonds in accordance with the provisions of the Supplemental Indenture.

Section Five. Limited Obligations. The Series 2014 Bonds and the interest thereon: (a) shall be limited obligations of the Issuer payable solely out of the Pledged Revenues received by the Trustee; (b) shall not constitute an indebtedness of the City, the State of Missouri or any political subdivision thereof within the meaning of any constitutional or statutory debt limitation or restriction; and (c) shall not be backed by the taxing power of the City, the State of Missouri or any political subdivision thereof.

Section Six. Appointment of Trustee for Series 2014 Bonds. The Board of Aldermen of the City hereby authorizes and directs the appointment of the Trustee as the trustee, bond registrar and paying agent for the Series 2014 Bonds. Such appointments shall be effective immediately upon the filing of the Supplemental Indenture with the Trustee.

Section Seven. Approval of Bond Documents.

(a) Series 2014 Bonds. The bond form for the Series 2014 Bonds attached hereto as an exhibit to the Supplemental Indenture is hereby approved on behalf of the City. The proper officials of the City are hereby authorized and directed to execute and deliver the Series 2014 Bonds on behalf of the City in the manner provided in the Supplemental 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 Series 2014 Bonds shall cease to be such officials of the City before the Series 2014 Bonds so signed and sealed have been actually authenticated by the Trustee as specified in the Original Indenture or delivered by the City, the Series 2014 Bonds nevertheless may be authenticated, issued and delivered with the same force and effect as though the person or persons who signed or sealed such Series 2014 Bonds had not ceased to be such official or officials of the City; and any such Series 2014 Bonds also may

be signed and sealed on behalf of the City by those persons who, at the actual date of the execution of such Series 2014 Bonds, shall be the proper officials of the City, although at the date of such Series 2014 Bonds any such person shall not have been such official of the City.

(b) **Supplemental Indenture.** The Supplemental Indenture, in the form attached hereto as Exhibit A, is hereby approved on behalf of the City. The Mayor, the Comptroller, the Treasurer, with the advice as to form of the City Counselor, and other appropriate City officials are hereby authorized and directed to execute and deliver the Supplemental Indenture in such form and with such changes, modifications or completions thereof, not inconsistent with the provisions of this Ordinance, including, without limitation, and subject to Section 5 hereof, changes to include a Security Agreement with respect to the Series 2014 Project equipment, if required, as security for the Series 2014 Bonds, as the City officials executing the same shall approve, and the Registrar 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) **Purchase Agreement.** The Mayor, the Comptroller, the Treasurer, with the advice as to form of the City Counselor, and other appropriate City officials are hereby authorized and directed to execute and deliver the 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 approval of such other documents by the City.

(d) **Continuing Disclosure Agreement.** The Mayor, the Comptroller, the Treasurer, with the advice as to form of the City Counselor, and other appropriate City officials are hereby authorized and directed, if required by SEC Rule 15e2-12, to execute and deliver a Continuing Disclosure Agreement 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 Agreement by the City.

(e) **Tax Compliance Agreement.** The Mayor, the Comptroller, the Treasurer, with the advice as to form of the City Counselor, and other appropriate City officials are authorized and directed to execute and deliver the Tax Compliance Agreement in such form, 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 advice as to form of the City Counselor, shall approve, and the Registrar 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 Eight. Incorporation of Exhibit. Exhibit A to this Ordinance is incorporated herein and made part of this Ordinance by this reference.

Section Nine. Further Authority. The City shall, and the Mayor, the Comptroller, the Treasurer, with the advice as to form of the City Counselor, and other appropriate officials, 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, comply with and perform the duties of the City. The Parking Commission, the Treasurer and the City, after advising and consulting with the Board of Estimate and Apportionment, shall be authorized to take all measures consistent herewith and with the Original Indenture and the Supplemental Indenture deemed necessary to generate the projected Pledged Revenues necessary to maintain the debt service coverage ratio required by the Original Indenture.

Section Ten. Reimbursement of Prior Expenditures. The Treasurer has heretofore temporarily advanced funds to pay costs incurred in connection with the Series 2014 Project, with the expectation and desire that such advances be reimbursed from the proceeds of the Series 2014 Bonds. Reimbursement of such costs is hereby approved, conditioned upon receipt from the Treasurer of an accounting for such prior expenditures accompanied by appropriate supporting documents.

Section Eleven. Severability. The sections of this Ordinance shall be severable. In the event that any section of this Ordinance is found by a court of competent jurisdiction to be invalid, the remaining sections of this Ordinance shall be valid, unless the court finds the valid sections of this Ordinance are so essentially and inseparably connected with, and so dependent upon the void section that it cannot be presumed that the Board of Aldermen would have enacted the valid section without the void ones; or unless the court finds the valid sections, standing alone, are incomplete and incapable of being executed in accordance with legislative intent.

Section Twelve. Emergency Clause. Since the passage of this Ordinance and the issuance of the Series 2014 Bonds and other actions provided for hereunder is to provide for public works and improvements, an emergency is hereby declared to exist under the terms and provisions of Article IV, Sections 19 and 20, of the Charter of the City of St. Louis, and this ordinance shall take effect

immediately upon its approval of the Mayor.

SUPPLEMENTAL TRUST INDENTURE NO. 4

Dated as of December 1, 2014

Among

**THE CITY OF ST. LOUIS, MISSOURI,
Acting through the Treasurer of the City of St. Louis, Missouri
in her capacity as Supervisor of Parking Meters,**

THE PARKING COMMISSION OF THE CITY OF ST. LOUIS, MISSOURI,

And

**UMB BANK, NA.,
as Trustee**

THE CITY OF ST. LOUIS, MISSOURI

\$6,750,000

**Subordinated Parking Revenue Bonds (Capital Equipment Project)
Series 2014**

SUPPLEMENTAL TRUST INDENTURE NO. 4

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SUPPLEMENTAL TRUST INDENTURE NO. 4

This **SUPPLEMENTAL TRUST INDENTURE NO. 4** dated as of December 1, 2014 (“**Supplemental Indenture No. 4**”), is entered into among **THE CITY OF St LOUIS, MISSOURI**, a constitutional charter city and political subdivision of the State of Missouri, acting through the Treasurer of the City in her capacity as Supervisor of Parking Meters (the “**Issuer**”), the **PARKING COMMISSION OF THE CITY OF ST. LOUIS, MISSOURI**, a parking commission established pursuant to the hereinafter defined Act (the “**Parking Commission**”), and **UMB BANK, N.A.**, a national banking association duly organized and existing and authorized to accept and execute trusts of the character herein set out under the laws of the United States of America, and having a corporate trust office located in St. Louis, Missouri, as trustee (the “**Trustee**”).

RECITALS

1. This Supplemental Indenture No. 4 supplements the Trust Indenture dated as of December 1, 2006, among the Issuer, the Parking Commission and the Trustee (said Trust Indenture, as originally executed, the “**Original Indenture**”, and with all amendments and supplements thereto, including this Supplemental Indenture No. 4, the “**Indenture**”), under which the Issuer from time to time may issue and deliver one or more Series of Bonds for the purpose of (a) paying all or a portion of the Costs of the Series 2014 Project, (b) funding reserve deposits and capitalized interest with respect to such Series 2014 Bonds and/or (c) paying Costs of Issuance.

2. Pursuant to the Act and Ordinance No. _____ duly adopted by the Board of Aldermen on _____, 2014 and duly approved by the Mayor on _____, 2014, the Issuer is authorized to issue Subordinated Parking Revenue Bonds under the Original indenture, as supplemented by this Supplemental Indenture No. 4, to be designated Subordinated Parking Revenue Bonds (Capital Equipment Project), Series 2014 (the “**Series 2014 Bonds**”), in the original aggregate principal amount not to exceed \$6,750,000, for the purpose of providing funds to (a) finance the Costs of the Series 2014 Project consisting of the acquisition and installation of approximately _____ modern parking meters capable of accepting credit card and other electronic payments for the City’s Parking System to replace older, inefficient parking meters (the “**Series 2014 Project**”), and (b) pay the Costs of Issuance with respect to the Series 2014 Bonds.

3. The Series 2014 Bonds will be secured under the Indenture in accordance with the terms and provisions of the Original Indenture applicable to Subordinated Bonds.

4. All acts necessary to make the Series 2014 Bonds, when authenticated by the Trustee and issued as provided in the Original Indenture and this Supplemental Indenture No. 4, the valid, legal and binding obligation of the Issuer, and to constitute the Original Indenture as supplemented by this Supplemental Indenture No. 4 a valid, legal and binding pledge and assignment of the property, rights, interests and revenues made therein and herein for the security of the payment of the Series 2014 Bonds, have been done and performed, and the execution and delivery of this Supplemental Indenture No. 4 and the execution and issuance of the Series 2014 Bonds, subject to the terms of this Supplemental Indenture No. 4, have in all respects been duly authorized by the Issuer.

NOW, THEREFORE, the Issuer covenants and agrees with the Trustee, for the benefit of the Owner of the Series 2014 Bonds, that the Series 2014 Bonds is to be issued, authenticated and delivered and the Trust Estate is to be held and applied by the Trustee as provided in the Original Indenture, subject to the further covenants, conditions and trusts hereinafter and in the Original Indenture set forth, as follows:

ARTICLE I DEFINITIONS, AUTHORITY FOR SUPPLEMENTAL INDENTURE NO. 4

Section 101 Definitions of Words and Terms.

For all purposes of this Supplemental Indenture No. 4, except as otherwise provided or unless the context otherwise requires, words and terms used in this Supplemental Indenture No. 4 shall have the meanings set forth in **Section 101** of the Original Indenture and the following meanings set forth in this Section. Any words and terms defined herein that are not already defined in the Original Indenture are intended to supplement the definitions contained therein. Any words and terms defined herein that are already defined in the Original Indenture are intended to replace and supersede such definitions already contained therein for purposes related to the Series 2014 Bonds. If any of the following definitions conflict with the definitions already set forth in the Original Indenture, the definitions set forth herein shall take precedence:

“Bond Insurance Policy” means (a) Financial Guaranty Insurance Policy No. _____ issued by the Bond Insurer insuring the scheduled payment when due of principal of and interest on the Series 2014 Bonds, which constitutes a Qualified Credit Facility under the Original Indenture.

“Bond Insurer” means _____, and its successors and assigns, in its capacity as Issuer of the Bond Insurance Policy.

“Indenture” means the Original Indenture, as from time to time amended and supplemented by Supplemental Indentures in accordance with the provisions of the Original Indenture, including this Supplemental Indenture No. 4.

“Issue Date” means the date of issuance of the Series 2014 Bonds.

“Original Indenture” means the Trust Indenture dated as of December 1, 2006, among the Issuer, the Parking Commission and the Trustee, as from time to time amended in accordance with the provisions thereof.

“Purchase Agreement” means the Bond Purchase Agreement dated _____, 2014, between the Issuer and the Underwriter.

“Series 2014 Project” has the meaning set forth in Recital paragraph 2.

“Series 2014 Bonds” means the Subordinated Parking Revenue Bonds (Capital Equipment Project), Series 2014, in the maximum amount of \$6,750,000 bearing interest at the rates per annum, **set out in Section 201(b)** maturing _____, 2024.

“Supplemental Indenture No. 4” means this Supplemental Trust Indenture No. 4 as originally executed by the Issuer, the Parking Commission and the Trustee, and as from time to time amended and supplemented by Supplemental Indentures in accordance with the provisions of the Original Indenture and this Supplemental Indenture No. 4.

“Tax Compliance Agreement” means the Tax Compliance Agreement dated as of _____, 2014 between the Issuer and the Trustee.

“Trustee” means UMB Bank, NA., and its successor or successors and any other corporation or association which at any time may be substituted in its place pursuant to and at the time serving as trustee under the Indenture.

“Underwriter” means _____.

Section 102 Authority for Supplemental Indenture No. 4.

- (a) This Supplemental Indenture No. 4 is adopted pursuant to the provisions of the Act, and is supplemental to, and is authorized, executed and delivered in accordance with, Article II and Article XI of the Original indenture.

**ARTICLE II
THE SERIES 2014 BONDS**

Section 201 Authorization and Terms of Series 2014 Bonds.

- (a) Authorization and Amount. The Issuer hereby authorizes the issuance of a single Series of Bonds under the Original Indenture and by this Supplemental Indenture No. 4 in the total aggregate principal amount of **\$6,750,000** designated “**Subordinated Parking Revenue Bonds (Capital Equipment Project), Series 2014**” (the “**Series 2014 Bonds**”). The Series 2014 Bonds shall be issued for the purpose of providing funds to the Issuer to finance the Costs of the Series 2014 Project, fund debt service reserves with respect to the Series 2014 Bonds, and pay the bond insurance premium and other Costs of Issuance with respect to the Series 2014 Bonds.
- (b) Date and Maturities. The Series 2014 Bonds shall be dated the date of their original issuance and delivery, shall mature on December 15 in the years and in the respective principal amounts (subject to prior redemption as provided in Article III), as follows:

Series 2014 Serial Bonds

Maturity Date (December 15)	Principal Amount	Interest Rate

- (c) Interest. The Series 2014 Bonds shall bear interest at the respective rates per annum set forth above (computed on the basis of a 360-day year of twelve 30-day months) from their date or from the most recent interest payment date to which interest has been paid or duly provided for, payable on June 15 and December 15 of each year, beginning on June 15, 2015.
- (d) Form and Denominations. The Series 2014 Bonds shall be issuable as fully registered bonds without coupons in authorized denominations substantially in the form set forth in **Exhibit A** attached to this Supplemental Indenture No. 4, with such necessary or appropriate variations, omissions and insertions as are permitted or required by this Supplemental Indenture No. 4. The Series 2014 Bonds may have endorsed thereon such legends or text as may be necessary or appropriate to conform to any applicable rules and regulations of any governmental authority or any custom, usage or requirement of law with respect thereto.

The Series 2014 Bonds shall be numbered from **RA-1** consecutively upward in order of issuance or in such other manner as the Trustee shall designate, and shall bear appropriate “**CUSIP**” identification numbers.

- (e) Execution and Delivery. The Series 2014 Bonds shall be executed in the manner set forth in **Section 304** of the Original Indenture and delivered to the Trustee for authentication, but prior to or simultaneously with the authentication and delivery of the Series 2014 Bonds by the Trustee the documents required by **Section 202** of the Original Indenture shall be filed with the Trustee.

When such documents have been filed with the Trustee, and when the Series 2014 Bonds have been executed and authenticated as

required by **Section 304** of the Original Indenture, the Trustee shall deliver the Series 2014 Bonds to or upon the order of the Underwriter, but only upon payment of the purchase price of such Series 2014 Bonds. The net proceeds of the sale of the Series 2014 Bonds paid over to the Trustee shall be deposited and applied as provided in **Article V** of the Original Indenture and Article IV of this Supplemental Indenture No. 4.

**ARTICLE III
REDEMPTION OF SERIES 2014 BONDS**

Section 301 *Redemption of Series 2014 Bonds Prior to Maturity.*

The Series 2014 Bonds shall be subject to optional redemption prior to maturity in accordance with the applicable terms and provisions contained in this Article and as specified in **Article IV** of the Original Indenture.

Section 302 **Optional Redemption of Series 2014 Bonds.**

- (a) The Series 2014 Bonds maturing in the year _____ and thereafter will be subject to redemption and payment prior to maturity, at the option and written direction of the Issuer, on and after December 15, _____, in whole or in part on any date at the Redemption Price of **100%** of the principal amount thereof, plus accrued interest to the redemption date, without premium.
- (b) *Procedure for Redeeming Bonds.*

If the Series 2014 Bonds are to be redeemed, such redemption shall be accomplished according to the procedures set out in **Sections 403, 404 and 405** of the Original Indenture.

**ARTICLE IV
FUNDS AND ACCOUNTS, APPLICATION OF BOND PROCEEDS**

Section 401 *Establishment of Funds and Accounts.*

In addition to the Funds and Accounts established by **Section 501** of the Original Indenture, there are hereby established in the custody of the Trustee the following Accounts and subaccounts with respect to the Series 2014 Bonds:

- (a) Within the Project Fund, the Series 2014 Project Account (the “**Series 2014 Project Account**”).
- (b) Within the Costs of Issuance Fund, the Series 2014 Costs of Issuance Account (the “**Series 2014 Costs of Issuance Account**”).
- (c) Within the Subordinated Indebtedness Fund, the Series 2014 Debt Service Account (the “**Series 2014 Debt Service Account**”).
- (d) Within the Rebate Fund, the Series 2014 Rebate Account (the “**Series 2014 Rebate Account**”).

Section 402 *Deposit and Application of Bond Proceeds.*

The proceeds of the sale of the Series 2014 Bonds shall be paid to the Trustee, and the Trustee shall deposit and apply such proceeds as follows:

- (a) Deposit to the credit of the Series 2014 Costs of Issuance Account in the Costs of Issuance Fund the sum of \$_____, which deposit shall be applied by the Trustee as provided in **Section 503** of the Original Indenture.
- (b) Deposit to the credit of the Series 2014 Project Account in the Project Fund all other proceeds, which amounts shall be disbursed by the Trustee for payment of Costs of the Series 2014 Project in the manner set forth in **Section 502** of the Original Indenture.
- (c) No amount shall be deposited in the Debt Service Fund or the Repair and Replacement Fund.

Section 403 *Deposit to Subordinated Indebtedness Funds.*

In accordance with Section 505 of the Original Indenture, the Trustee shall, after paying or crediting to the specified Funds or Accounts in the order and amounts specified in subsections (b)(1) through (6) of such Section 505, (a) deposit to the Series 2014 Debt Service Account, hereby established within the Subordinated Indebtedness Fund, that fractional portion of the interest on the Series 2014 Bonds that is payable on the next interest payment date determined by multiplying the amount of such interest by a fraction, the numerator of which is "1", and the denominator of which is the number of months in the period from the most recent prior interest payment date until such next interest payment date, and (b) commencing as of the end of the month of _____, 20____, deposit to the Series 2014 Debt Service Account within the Subordinated Indebtedness Fund, one-twelfth (1/12th) of the Required Principal of the Series 2014 Bonds that is payable on the next principal payment date.

Section 404 **Series 2014 Rebate Account.**

There shall be deposited in the Series 2014 Rebate Account such amounts as are required to be deposited therein pursuant to the Tax Compliance Agreement. The Trustee shall remit from moneys in the Series 2014 Rebate Account all rebate installments and a final rebate payment to the United States required by the Tax Compliance Agreement.

The obligation to pay arbitrage rebate to the United States with respect to the Series 2014 Bonds and to comply with all other requirements of this Section and the Tax Compliance Agreement shall survive the defeasance or payment in full of the Series 2014 Bonds until all rebatable arbitrage shall have been paid.

Section 405 **Completion of Series 2014 Project.**

The completion of acquisition and installation of the Series 2014 Project shall be evidenced by an issuer's Certificate filed with the Trustee, stating that the Series 2014 Project has been completed substantially in accordance with the plans and specifications applicable thereto. Upon the filing of such issuer's Certificate, the balance in the Series 2014 Project Account shall be deposited into the Series 2014 Debt Service Account of the Subordinated Indebtedness Fund and credited toward deposits of Required Principal as provided in Section 403(b) of this Supplemental Indenture No. 4.

ARTICLE V
BOND INSURANCE

Section 501 **Payments Under the Bond Insurance Policy.**

- (a) In the event that, on the second Business Day, and again on the Business Day, prior to the payment date on the Series 2014 Bonds, the Trustee has not received sufficient moneys to pay all principal of and interest on the Series 2014 Bonds due on the second following or following, as the case may be, Business Day, the Trustee shall immediately notify the Bond Insurer or its designee on the same Business Day by telephone or telegraph, confirmed in writing by registered or certified mail, of the amount of the deficiency.
- (b) If the deficiency is made up in whole or in part prior to or on the payment date, the Trustee shall so notify the Bond Insurer or its designee.
- (c) In addition, if the Trustee has notice that any Bondowner has been required to disgorge payments of principal or interest on the Series 2014 Bonds to a trustee in bankruptcy or creditors or others pursuant to a final judgment by a court of competent jurisdiction that such payment constitutes an avoidable preference to such Bondowner within the meaning of any applicable bankruptcy laws, then the Trustee shall notify the Bond Insurer or its designee of such fact by telephone or telegraphic notice, confirmed in writing by registered or certified mail.
- (d) [Other provisions as may be required by the Bond Insurer.]

ARTICLE VI
MISCELLANEOUS PROVISIONS

Section 601 **Applicability of Original Indenture and Supplemental Indenture No. 4.**

Except as otherwise provided in this Supplemental Indenture No. 4, the provisions of the Original Indenture are hereby ratified, approved and confirmed and incorporated herein and shall be applicable to the authorization, execution, authentication, issuance, redemption, payment, sale and delivery of the Series 2014 Bonds, the custody and the distribution of the proceeds and the security, payment, redemption and enforcement of payment thereof.

Section 602 **Further Assurances.**

The Issuer shall do, execute, acknowledge and deliver such Supplemental Indentures and such further acts, instruments, financing statements and assurances as the Trustee may reasonably require for accomplishing the purposes of this Supplemental Indenture No. 4.

Section 603 **Immunity of Officers, Employees and Members of the Issuer.**

No recourse shall be had for the payment of the principal or Redemption Price of or interest on Series 2014 Bonds or for any claim based thereon or upon any obligation, covenant or agreement contained in this Supplemental Indenture No. 4 against any past, present or future officer, director, member, employee or agent of the Issuer, or of any successor public corporation, either directly or through the Issuer or any successor public corporation, under any rule of law or equity, statute or constitution, or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such officers, directors, members, employees or agents as such is hereby expressly waived and released as a condition of and consideration for the execution of this Supplemental Indenture No. 4 and the issuance of the Series 2014 Bonds.

Section 604 **Benefit of Supplemental Indenture No. 4.**

This Supplemental Indenture No. 4 shall inure to the benefit of and shall be binding upon the Issuer, the Parking Commission and the Trustee and their respective successors and assigns, subject, however, to the limitations contained herein. With the exception of rights expressly conferred in this Supplemental Indenture No. 4, nothing in this Supplemental Indenture No. 4 or in the Series 2014 Bonds, express or implied, shall give to any Person, other than the parties hereto and their successors and assigns hereunder, any separate trustee or co-trustee appointed under the Original Indenture and the owners of the Series 2014 Bonds, any benefit or any legal or equitable right, remedy or claim under this Supplemental Indenture No. 4.

Section 605 **Severability.**

If any provision in this Supplemental Indenture No. 4 or in the Series 2014 Bonds shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 606 **Execution in Counterparts.**

This Supplemental Indenture No. 4 may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument.

Section 607 **Governing Law.**

This Supplemental Indenture No. 4 shall be governed by and construed in accordance with the laws of the State of Missouri.

Section 608 **Transactions by Electronic Means.**

The transactions described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

[Signatures on Following Pages]

IN WITNESS WHEREOF, the Issuer, the Parking Commission and the Trustee have caused this Supplemental Trust Indenture No. 4 to be duly executed by their duly authorized representatives, as of the day and year first above written.

THE CITY OF ST. LOUIS, MISSOURI, acting through the Treasurer of The City of St. Louis, Missouri in her capacity as Supervisor of Parking Meters

By: _____
Name: Francis G. Slay
Title: Mayor

By: _____
Name: Darlene Greene
Title: Comptroller

By: _____
Name: Tishaura Jones
Title: Supervisor of Parking Meters

ATTEST:

By: _____
Name: Parrie L. May
Title: City Register

APPROVED AS TO FORM:

By: _____
Name: _____
Title: Deputy City Counselor

PARKING COMMISSION OF THE CITY OF ST. LOUIS, MISSOURI

By: _____
Name: Tishaura Jones
Title: Chairman and Supervisor of Parking Meters of the City of St. Louis, Missouri

ATTEST:

By: _____
Name: Darlene Green
Title: Member and Comptroller of the City of St. Louis, Missouri

UMB BANK, N.A., as Trustee

By: _____
Name: Brian Krippner
Title: Vice President

ATTEST

By: _____
Name:
Title:

**EXHIBIT A
TO SUPPLEMENTAL TRUST INDENTURE NO. 4
(FORM OF BONDS)**

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the Registered Owner hereof, Cede & Co., has an interest herein.

UNITED STATES OF AMERICA

STATE OF MISSOURI

Registered
No. RA-1Registered
\$ _____THE CITY OF ST. LOUIS, MISSOURI
SUBORDINATED PARKING REVENUE BONDS

(Capital Equipment Project)

SERIES 2014

Interest Rate	Maturity Date	Date of Bond
_____	_____	_____, 2014

Registered Owner: _____

Principal Amount: _____

Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Indenture described herein.

The **CITY OF ST. LOUIS, MISSOURI**, a constitutional charter city and political subdivision of the State of Missouri, acting through the Treasurer of the City of St. Louis, Missouri in her capacity as Supervisor of Parking Meters (the “**Issuer**”), for value received, promises to pay, but solely from the sources herein specified, to the Registered Owner (the “**Owner**”) named above, or registered assigns, the principal amount stated above, or such lesser amount as may be unpaid, on the maturity date stated above, except as the provisions herein set forth with respect to redemption prior to maturity may become applicable hereto, and in like manner to pay interest on said principal amount at the interest rate per annum stated above (computed on the basis of a 360-day year of twelve 30-day months) from the Date of Bond stated above or from the most recent interest payment date to which interest has been paid or duly provided for, payable semiannually on _____ 15 and _____ 14 in each year, commencing on _____ 15, 2014, until said principal amount is paid.

Method and Place of Payment. The principal of and interest on this Bond shall be payable in any coin or currency of the United States of America which on the respective dates of payment thereof is legal tender for the payment of public and private debts. The principal or Redemption Price of this Bond shall be payable by check or draft to the Registered Owner at the maturity or upon redemption in full of this Bond upon presentation and surrender of this Bond at the designated corporate trust office of **UMB BANK, N.A.** (the “**Trustee**”). The interest payable on this Bond on any interest payment date shall be paid by the Trustee to the Registered Owner of this Bond appearing on the bond register maintained by the Trustee at the close of business on the Record Date and shall be paid by (1) check or draft mailed to such Registered Owner at his address as it appears on such bond register or at such other address furnished in writing by such Registered Owner to the Trustee, or (2) at the written request addressed to the Trustee by any Registered Owner of Bonds in the aggregate principal amount of \$500,000, by electronic transfer to such Owner upon written notice to the Trustee from such Owner containing the electronic transfer instructions to which such Owner wishes to have such transfer directed and such written notice is given by such Owner to the Trustee not less than 15 days prior to the Record Date. Any such written notice for electronic transfer shall be signed by such Owner and shall include the name of the bank (which shall be in the continental United States), its address, its ABA routing number and the name, number and contact name related to such Owner’s account at such bank to which the payment is to be credited.

Authorization of Bond. This Bond is one of a duly authorized series of the Issuer, designated “**Subordinated Parking Revenue Bonds (Capital Equipment Project), Series 2014**” (the “**Series 2014 Bonds**”), issued pursuant to the authority of and in full compliance with the constitution and statutes of the State of Missouri, including particularly Section 82.470 et seq., of the Revised Statutes of Missouri, as amended, and pursuant to proceedings duly had by the Issuer. The Series 2014 Bonds are equally and ratably secured and entitled to the protection given by a Trust Indenture, dated as of December 1, 2006 (said Trust Indenture, as amended and supplemented from time to time in accordance with the provisions thereof, herein called the “**Indenture**”), as supplemented by Supplemental Trust Indenture No. 4 (the “**Supplemental Indenture**”) dated as of December 1, 2014, among the Issuer, the Parking Commission of the City of St. Louis, Missouri and the Trustee, to provide funds for the purposes described in the Supplemental Indenture. Under the Indenture, the Issuer has pledged and assigned the Pledged Revenues and other funds held under the Indenture to the Trustee as security for all of the Bonds, including the Series 2014 Bonds, authorized, issued and outstanding

under the Indenture. Reference is hereby made to the Indenture, including the Supplemental Indenture, which may be inspected at the designated corporate trust office of the Trustee, for a description of the property pledged and assigned thereunder, and the provisions, among others, with respect to the nature and extent of the security for the Series 2014 Bonds, and the rights, duties and obligations of the Issuer, the Trustee and the Registered Owners of the Series 2014 Bonds, and a description of the terms upon which the Series 2014 Bonds are issued and secured, upon which provision for payment of the Series 2014 Bonds or portions thereof and defeasance of the lien of the Indenture with respect thereto may be made and upon which the Indenture may be deemed satisfied and discharged prior to payment of the Series 2014 Bonds.

Redemption of Bond Prior to Maturity. The Series 2014 Bonds are subject to optional and mandatory redemption prior to maturity as follows:

Optional Redemption. The Series 2014 Bonds maturing in the year _____ and thereafter will be subject to redemption and payment prior to maturity, in whole or in part, at any time on and after December 15, _____ at the Redemption Price of **100%** of the principal amount thereof, plus accrued interest to the redemption date, without premium.

Notice of Redemption. Notice of redemption, unless waived, is to be given by the Trustee by mailing an official redemption notice by first class mail at least 30 days prior to the date fixed for redemption to the Owner of the Bond at the address shown on the bond register maintained by the Trustee. Notice of redemption having been given as aforesaid, the Series 2014 Bonds or portions to be redeemed shall, on the redemption date, become due and payable at the Redemption Price therein specified and from and after such date (unless the Issuer shall default in the payment of the Redemption Price) such Bond or portions shall cease to bear interest. Notwithstanding the foregoing, no notice of redemption shall be required for redemptions pursuant to the Mandatory Redemption requirements.

Book-Entry System. The Series 2014 Bonds are being issued by means of a Book-Entry System with no physical distribution of bond certificates to be made except as provided in the Indenture. One Bond certificate with respect to each date on which the Series 2014 Bonds are stated to mature or with respect to each form of Bonds, registered in the nominee name of the Securities Depository, is being issued and required to be deposited with the Securities Depository and immobilized in its custody. The Book-Entry System will evidence positions held in the Series 2014 Bonds by the Securities Depository's participants, beneficial ownership of the Series 2014 Bonds in authorized denominations being evidenced in the records of such participants. Transfers of ownership shall be effected on the records of the Securities Depository and its participants pursuant to rules and procedures established by the Securities Depository and its participants. The Issuer and the Trustee will recognize the Securities Depository nominee, while the Registered Owner of this Bond, as the Owner of this Bond for all purposes, including (a) payments of principal or Redemption Price of, and interest on, this Bond, (b) notices, and (c) voting. Transfer of principal or Redemption Price and interest payments to participants of the Securities Depository, and transfer of principal or Redemption Price and interest payments to beneficial Owners of the Series 2014 Bonds by participants of the Securities Depository will be the responsibility of such participants and other nominees of such beneficial Owners. The Issuer and the Trustee will not be responsible or liable for such transfers of payments or for maintaining, supervising or reviewing the records maintained by the Securities Depository, the Securities Depository nominee, its participants or Persons acting through such participants. While the Securities Depository nominee is the Owner of this Bond, notwithstanding the provisions hereinabove contained, payments of principal of, redemption premium, if any, and interest on this Bond shall be made in accordance with existing arrangements among the Issuer, the Trustee and the Securities Depository.

Transfer and Exchange. EXCEPT AS OTHERWISE PROVIDED IN THE INDENTURE, THIS GLOBAL BOND MAY BE TRANSFERRED, IN WHOLE BUT NOT IN PART, ONLY TO ANOTHER NOMINEE OF THE SECURITIES DEPOSITORY OR TO A SUCCESSOR SECURITIES DEPOSITORY OR TO A NOMINEE OF A SUCCESSOR SECURITIES DEPOSITORY. This Bond may be transferred or exchanged, as provided in the Indenture, only upon the bond register maintained by the Trustee at the above-mentioned office of the Trustee by the Registered Owner hereof or by his duly authorized attorney, upon surrender of this Bond together with a written instrument of transfer satisfactory to the Trustee duly executed by the Registered Owner or his duly authorized attorney, and thereupon a new Bond or Bonds of the same series and maturity and in the same aggregate principal amount, shall be issued to the transferee in exchange therefor as provided in the Indenture, and upon payment of the charges therein prescribed. Except as otherwise specifically provided herein and in the Indenture with respect to rights of Participants and Beneficial Owners when a Book-Entry System is in effect, the Issuer and the Trustee may deem and treat the Person in whose name this Bond is registered on the bond register as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or Redemption Price hereof and interest due hereon and for all other purposes. The Series 2014 Bonds are issuable in the form of fully registered Bonds without coupons in the denominations of \$5,000 or any integral multiple thereof.

Limitation on Rights. The Owner of this Bond shall have no right to enforce the provisions of the Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any Event of Default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture. In certain events, on the

conditions, in the manner and with the effect set forth in the Indenture, the principal of the Series 2014 Bonds issued under the Indenture and then outstanding may become or may be declared due and payable before the stated maturity thereof, together with interest accrued thereon. The Series 2014 Bonds or the Indenture may be modified, amended or supplemented only to the extent and in the circumstances permitted by the Indenture.

Limited and Subordinated Obligation. The Series 2014 Bonds and the interest thereon are special, limited obligations of the Issuer payable solely out of the Pledged Revenues and other funds derived by the Issuer and deposited in the Subordinated Indebtedness Fund under the Indenture and are secured by a pledge and assignment of such Pledged Revenues and other funds as provided in the Indenture; provided, however, that such payment and pledge is subordinate and junior in all respects to the pledge and lien created under the Indenture as security for Bonds, other than subordinated Bonds, issued under the Indenture. The Series 2014 Bonds shall not be deemed to constitute a debt or liability of the State of Missouri or of any political subdivision thereof within the meaning of any state constitutional provision or statutory limitation and shall not constitute a pledge of the full faith and credit of the State of Missouri or of any political subdivision thereof, but shall be payable solely from the funds provided for in the Indenture. The issuance of the Series 2014 Bonds shall not, directly, indirectly or contingently, obligate the State of Missouri or any political subdivision thereof to levy any form of taxation therefor or to make any appropriation for its payment. The State of Missouri shall not in any event be liable for the payment of the principal of, premium, if any, or interest on the Series 2014 Bonds or for the performance of any pledge, mortgage, obligation or agreement of any kind whatsoever which may be undertaken by the Issuer. No breach by the Issuer of any such pledge, mortgage, obligation or agreement may impose any liability, pecuniary or otherwise, upon the State of Missouri or any charge upon its general credit or its taxing power. The Issuer has no power to tax.

Authentication. This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Indenture until the Certificate of Authentication hereon shall have been executed by the Trustee.

IT IS HEREBY CERTIFIED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to and in the execution and delivery of the Indenture and the issuance of this Bond do exist, have happened and have been performed in due time, form and manner as required by law.

[Remainder of page is intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, THE CITY OF ST. LOUIS, MISSOURI, acting through the Treasurer of The City of St. Louis, Missouri in her capacity as Supervisor of Parking Meters, has caused this Bond to be executed in its name by the manual or facsimile signatures of the Mayor, Comptroller, Supervisor of Parking Meters, attested by the City Register, and approved as to form by the Deputy City Counselor, all as of the Date of Bonds specified above.

THE CITY OF ST. LOUIS, MISSOURI,
acting through the Treasurer of The City of
St. Louis, Missouri in her capacity as Supervisor of
Parking Meters

By: _____
Name: Francis G Slay
Title: Mayor

By: _____
Name: Darlene Green
Title: Comptroller

[SEAL]

By: _____
Name: Tishaura Jones
Title: Supervisor of Parking Meters

ATTEST:

By: _____
Name: Parrie L. May
Title: City Register

APPROVED AS TO FORM:

By: _____

Name: _____

Title: Deputy City Counselor

CERTIFICATE OF AUTHENTICATION

This Bond is the Series 2014 Bonds described in the within mentioned Indenture.

Date of Authentication: _____

UMB BANK, N.A., Trustee

By: _____

Title: Authorized Signatory

**[STATEMENT OF INSURANCE
TO BE SUPPLIED, IF APPROPRIATE]**

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 Bond and all rights thereunder, and hereby irrevocably constitutes and appoints

Attorney

to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

Signature Guaranteed By:

(Name of Eligible Guarantor Institution as defined by SEC Rule 17 Ad-15 (17 CFR 240.17 Ad-15))

By: _____

Title: _____

Approved: January 20, 2015

**ORDINANCE #69918
Board Bill No. 204**

An ordinance recommended and approved by the Airport Commission, the Comptroller and the Board of Estimate and Apportionment, making certain findings with respect to the transfer of up to Thirteen Million Seven Hundred Twenty-Seven Thousand Seven Hundred Sixty-Nine Dollars (\$13,727,769) of excess moneys that The City of St. Louis (the "City"), the owner and operator of Lambert-St. Louis International Airport® (the "Airport"), intends to transfer from the Debt Service Stabilization Fund (the "DSSF") to the Airport Revenue Fund (the "Revenue Fund") in accordance with Section 516.B of the Lambert-St. Louis

International Airport® Indenture of Trust between the City, as Grantor, and UMB Bank, N.A., as Trustee, dated as of October 15, 1984, as amended and restated as of July 1, 2009, as amended and supplemented (the “Indenture”); authorizing a transfer in an amount not to exceed Thirteen Million Seven Hundred Twenty-Seven Thousand Seven Hundred Sixty-Nine Dollars (\$13,727,769) from the DSSF into the Revenue Fund during the fiscal year beginning July 1, 2014, to be used to make funds available to mitigate rates on an annual basis during the term of the Airport Use and Lease Agreement commencing July 1, 2011; containing a severability clause; and containing an emergency clause.

WHEREAS, The City of St. Louis, Missouri (the “City”) is the owner of Lambert-St. Louis International Airport® (the “Airport”), which is operated for the City by the City’s Airport Authority, a department of the City;

WHEREAS, the City has entered into a five year Airport Use and Lease Agreement with various airlines for the use of the Airport commencing July 1, 2011 (the “AUA”);

WHEREAS, implementation of the AUA contemplates that the City use a portion of the Debt Service Stabilization Fund (the “DSSF”) under the Lambert-St. Louis International Airport Indenture of Trust between the City, as Grantor, and UMB Bank, N.A., as Trustee, dated October 15, 1984, as amended and restated as of July 1, 2009, as amended and supplemented, (the “Indenture”) in order to mitigate rates on an annual basis during the term of the AUA and that, in each fiscal year in which the City determines to mitigate rates, the City will withdraw an amount not to exceed Thirteen Million Seven Hundred Twenty-Seven Thousand Seven Hundred Sixty-Nine Dollars (\$13,727,769) from the DSSF and deposit such amount in the Airport Revenue Fund (the “Revenue Fund”), with the expectation that such amount will, pursuant to the flow of funds specified in the Indenture, be re-deposited in the DSSF prior to the end of such fiscal year;

WHEREAS, pursuant to Section 516.B of the Indenture, the City may withdraw and use amounts on deposit in the DSSF for emergency debt service needs with respect to indebtedness issued for Airport purposes and for Airport operational emergencies;

WHEREAS, the Airport Commission, the Comptroller and the Board of Estimate and Apportionment have determined that the need to mitigate rates in connection with the AUA in order to maintain and enhance airline operating levels at the Airport constitutes an Airport operating emergency within the meaning of Section 516.B(2) of the Indenture, that the transfer of funds from the DSSF to the Revenue Fund as set forth herein is an appropriate and desirable use of such funds and is essential for the operation of the Airport and that such use is consistent with the requirements of the Indenture;

WHEREAS, there is a balance in excess of Thirteen Million Seven Hundred Twenty-Seven Thousand Seven Hundred Sixty-Nine Dollars (\$13,727,769) available for transfer from the DSSF into the Revenue Fund established in the Indenture;

WHEREAS, it is in the best interest of the City and the operation of the Airport to authorize the transfer of funds from the DSSF into the Revenue Fund during the fiscal year beginning July 1, 2014, in an amount not to exceed Thirteen Million Seven Hundred Twenty-Seven Thousand Seven Hundred Sixty-Nine Dollars (\$13,727,769); and

WHEREAS, this Ordinance, authorizing the transfer of funds in an amount not to exceed Thirteen Million Seven Hundred Twenty-Seven Thousand Seven Hundred Sixty-Nine Dollars (\$13,727,769), as set out herein, is recommended and approved by the City’s Airport Commission, the Comptroller and the City’s Board of Estimate and Apportionment.

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

SECTION ONE. The Board of Aldermen for The City of St. Louis, Missouri (the “City”) hereby adopts and incorporates herein the foregoing recitals as findings.

SECTION TWO. There is hereby authorized a transfer of funds during the fiscal year beginning July 1, 2014, in an amount not to exceed Thirteen Million Seven Hundred Twenty-Seven Thousand Seven Hundred Sixty-Nine Dollars (\$13,727,769) from the Airport Debt Service Stabilization Fund into the Airport Revenue Fund of the Lambert-St. Louis International Indenture of Trust between the City, as Grantor, and UMB Bank, N.A., as Trustee, dated as of October 15, 1984, as amended and restated as of July 1, 2009, as amended and supplemented, during the fiscal year beginning July 1, 2014, for the purpose of making funds available to mitigate rates on an annual basis during the term of the City’s Airport Use and Lease Agreement commencing July 1, 2011.

SECTION THREE. It is hereby declared to be the intention of the Board of Aldermen that each and every part, section, and subsection of this Ordinance shall be separate and severable from each and every other part, section, and subsection hereof and that the Board of Aldermen intends to adopt each said part, section, and subsection separately and independently of any other part, section, and subsection. In the event that any part, section, or subsection of this Ordinance shall be determined to be or to have been

unlawful or unconstitutional, the remaining parts, sections, and subsections shall be and remain in full force and effect, 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 making an appropriation for current expenses of the City government, it is hereby declared to be an emergency measure as defined in Article IV, Section 20 of the Charter of the City and shall become effective immediately upon its approval by the Mayor of the City.

Approved: January 20, 2015

ORDINANCE #69919
Board Bill No. 205

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 Lambert-St. Louis International Airport® (the "Airport"), WiFi and Distributed Antenna System Operating Agreement, AL-263 (the "Operating Agreement"), between the City and Concourse Communications Group, LLC, a Limited Liability Corporation organized and existing under the laws of the State of Delaware; the Operating Agreement, which was recommended and approved by the City's Selection Committee and the City's Airport Commission, for the installation, operation, marketing, maintenance, and management of a Wireless Internet Access and Distributed Antenna System at the Airport, is attached hereto as ATTACHMENT "1" and is made a part hereof; containing a severability clause; and 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 Lambert-St. Louis International Airport® (the "Airport"), WiFi and Distributed Antenna System Operating Agreement, AL-263 (the "Operating Agreement"), between the City and Concourse Communications Group, LLC, a Limited Liability Corporation organized and existing under the laws of the State of Delaware; the Operating Agreement is to read in words and figures substantially as set out in ATTACHMENT "1" and is attached hereto and made a part hereof

SECTION TWO. The sections, conditions, and 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 the court of competent jurisdiction, such holding shall not invalidate the remaining sections, conditions, or provisions of this Ordinance unless the court finds the valid sections or provisions of this Ordinance are so essentially and inseparably connected with and so dependent upon the illegal, unconstitutional or ineffective section or provision that it cannot be presumed that the Board of Alderman would have enacted the valid sections or provisions without the illegal, unconstitutional or ineffective sections or provisions or unless the court finds that the valid sections or provisions, standing alone, are incomplete and incapable of being executed in accordance with the legislative intent.

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 Charter and shall become effective immediately upon its approval by the Mayor of the City.

ATTACHMENT "1"
LAMBERT-ST. LOUIS
INTERNATIONAL AIRPORT®
CONCOURSE COMMUNICATIONS GROUP, LLC
WI-FI AND DISTRIBUTED ANTENNA SYSTEM
OPERATING AGREEMENT
AL# - 263
(Is on file in the Register's Office.)

Approved: January 20, 2015

ORDINANCE #69920
Board Bill No. 206

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 Lambert-St. Louis International Airport® (the "Airport") Lease Agreement AL-161 (the "Lease Agreement"), between the City, the owner and operator of the Airport and Union Electric Company d/b/a Ameren-Missouri (the "Lessee"), a Missouri public utility company, granting to the Lessee certain rights and privileges in connection with the occupancy and use of the Leased Premises, as more fully described in Section 201 of the Lease Agreement, for a period of ten (10) years, subject to and in accordance with the terms, covenants, and conditions of the Lease Agreement, which was approved by the Airport Commission and is attached hereto as **ATTACHMENT "1"** and made a part hereof; containing a severability clause and 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 Lambert-St. Louis International Airport® (the "Airport") Lease Agreement AL-161 (the "Lease Agreement"), between the City, the owner and operator of the Airport and Union Electric Company d/b/a Ameren-Missouri (the "Lessee"), a Missouri public utility company, granting to the Lessee certain rights and privileges in connection with the occupancy and use of the Leased Premises, as more fully described in Section 201 of the Lease Agreement, for a period of ten (10) years, subject to and in accordance with the terms, covenants, and conditions of the Lease Agreement, which was approved by the Airport Commission and is attached hereto as **ATTACHMENT "1"** and made a part hereof; containing a severability clause and an emergency clause.

SECTION TWO. The sections or provisions of this Ordinance or portions thereof shall be severable. In the event that any section 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 or provisions of this Ordinance unless the court finds the valid sections or provisions of this Ordinance are so essentially and inseparably connected with, and so dependent upon, the illegal, unconstitutional or ineffective section or provision that it cannot be presumed that the Board of Aldermen would have enacted the valid sections or provisions without the illegal, unconstitutional or ineffective sections or provisions or unless the court finds that the valid sections or provisions, standing alone, are incomplete and incapable of being executed in accordance with the legislative intent.

SECTION THREE. This being an Ordinance providing for 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.



LAMBERT-ST. LOUIS
INTERNATIONAL AIRPORT®

UNION ELECTRIC CO.
d/b/a AMEREN MISSOURI

WEST & EAST SUBSTATIONS

LEASE AGREEMENT

AL#-161

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AL#-161

LAMBERT-ST. LOUIS INTERNATIONAL AIRPORT®
 LEASE AGREEMENT
 (West & East Substations)

THIS AGREEMENT made and entered into as of the ____ day of _____, 2014 (“**Agreement**”), by and between CITY OF ST. LOUIS, a municipal corporation of the State of Missouri (“**City**”) and UNION ELECTRIC CO., d/b/a AMEREN MISSOURI (“**Lessee**”), a Missouri public utility company.

WITNESSETH, THAT:

WHEREAS, the City now owns, operates and maintains an international airport known as “Lambert-St. Louis International Airport®” (“**Airport**”), located in the County of St. Louis, Missouri;

WHEREAS, Lessee desires to lease certain land and improvements for its operations at the Airport and the surrounding communities; and

WHEREAS, City is willing to lease that land and improvements to Lessee.

NOW, THEREFORE, for and in consideration of the payments, promises, and of the mutual covenants and agreements herein contained, and other valuable considerations, City and Lessee agree as follows:

ARTICLE I
DEFINITIONS AND INTERPRETATIONS

SECTION 101. DEFINITIONS. The following words and phrases have the following meanings:

“**Airport Operations Area**” or “**AOA**” means those areas of the Airport used for the landing, taking-off, movement, and parking of aircraft, as the same now exist or as the same hereafter may be added to, modified, changed, or developed.

“**Airport**” as stated in the preamble hereof.

“**Airport Properties Department**” shall mean that department of the City of St. Louis Airport Authority that has as its

primary responsibility the administration of all tenant, permittee, agent, concessionaire and other space at the Airport, and shall be the Lessee's point of contact with the Airport on all issues related to this Agreement.

"City" as stated in the preamble hereof.

"Commencement Date" shall mean March 1, 2015 (see Article III).

"Director" means the Airport Director of the City or the person performing the functions of that office, as authorized by the City's Mayor, or that person authorized by the Airport Director to act for or on behalf of the Airport Director with respect to any particular matter under this Agreement, and incorporates the granting of approval requirements of Section 1211 hereof.

"Environmental Laws" mean all applicable federal, state, and local statutes, ordinances, regulations, rules, laws, permits, permit conditions, Environmental Permits, and orders relating to the generation, emission, discharge, release, use, storage, transportation, or disposal of pollutants, contaminants, Hazardous Materials, wastes, hazardous substances, or chemicals or the preservation or regulation of the environment or natural resources including, without limitation, the Clean Air Act, 42 U.S.C. §7401 et seq.; the Clean Water Act, 33 U.S.C. §1251 et seq., and the Water Quality Act of 1987; the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. §136 et seq.; the Marine Protection, Research, and Sanctuaries Act, 33 U.S.C. §1401 et seq.; the Noise Control Act, 42 U.S.C. §4901 et seq.; the Occupational Safety and Health Act, 29 U.S.C. §651 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq., as amended by the Hazardous and Solid Waste, Amendments of 1984; the Safe Drinking Water Act, 42 U.S.C. §300f et seq.; the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. §9601 et seq., as amended by the Superfund Amendments and Reauthorization Act, the Emergency Planning and Community Right-to-Know Act, and the Radon Gas and Indoor Air Quality Research Act; the Hazardous Material Transportation Act, 49 U.S.C. §5101 et seq.; the Endangered Species Act, 16 U.S.C. §1531 et seq.; the National Environmental Policy Act, 42 U.S.C. §4321 et seq.; the Toxic Substance Control Act, 15 U.S.C. §2601 et seq.; the Atomic Energy Act, 42 U.S.C. §2011 et seq.; and the Nuclear Waste Policy Act of 1982, U.S.C. §10101 et seq., as such statutes and laws may be amended from time to time, all regulations, rules, executive orders, policies and instructions pertaining to and lawfully promulgated pursuant to such statute or law as they now exist or may be amended from time to time.

"Environmental Permits" means any and all permits, licenses, approvals, authorizations, consents, or registrations required by Environmental Laws, whether federal, state or local, and any duly filed environmental covenants or land use restrictions applicable to the Airport or the Premises.

"Existing Equipment" shall mean electric substation equipment, appurtenant lines, facilities for the transformation and distribution of electric power and other related installations provided, constructed, or installed by Lessee under any previous agreements or permits by the Lessee, and owned by the Lessee, and existing within the Premises as of the Commencement Date.

"Federal Aviation Administration" or **"FAA"** means the Federal Aviation Administration created under the Federal Aviation Act of 1958, as amended, or any successor agency thereto.

"Hazardous Materials" means friable asbestos or asbestos-containing materials, polychlorinated biphenyls ("**PCB's**"), petroleum, or crude oil or any fraction or derivative thereof, natural gas, source material, special nuclear material, byproducts, pesticides, hazardous waste, toxic substance, or any material defined or treated as hazardous substance, regulated special waste, pollutant or contaminant (or comparable term under any of the Environmental Laws).

"Improvements" shall mean all construction, modernization, installation, refurbishment, and upgrades of all fixtures, equipment, facilities, improvements, and structures or appurtenances thereto built or erected by the Lessee under this Agreement and forming a part of and which are permanently affixed or attached to any portion of Airport real property or Existing Equipment within the Premises.

"Notice" shall mean a communication between the parties to this Agreement performed in accordance with the requirements of Section 1201 herein.

"Premises" means the area or areas described in Section 201, and shown on Exhibit "A," that has or have been designated by the City for the exclusive occupancy and use by Lessee for the uses herein specifically provided including all Existing Equipment existing within the Premises as of the Commencement Date and any Improvements.

"Remediation Costs" means any reasonable losses, expenses, or costs incurred by the City in connection with environmental remediation: (i) required by the appropriate governmental agency responsible for enforcing applicable Environmental Laws or Environmental Permits, and/or (ii) attributable to Hazardous Materials left on City property in excess of applicable remediation standards derived by the U.S. Environmental Protection Agency, the U.S. Occupational Safety and Health

Administration, the Missouri Department of Natural Resources or other governmental health agency as appropriate for commercial property, safe for occupational exposure or Airport use or which are in violation of Environmental Laws or Environmental Permits, and caused by, or arising out of Lessee's operations or activities at the Premises or the Lessee's use of the City's property under this Agreement or any previous agreement or permit. Remediation Costs include reasonable investigation and evaluation costs, costs to implement institutional controls or restrictive covenants, sampling and analysis costs, reporting costs, planning and design costs, consultant and contractor costs, labor costs, equipment costs, construction costs, access costs, disposal costs, transportation costs, reasonable administrative costs, reasonable attorneys' fees and other legal fees and litigation expenses, permit fees and costs, monitoring costs, oversight and inspection costs, claims, demands, causes of action, suits, judgments, damages, compensation, debts, costs, expenses, losses, penalties, fines, stipulated penalties, punitive damages, and other similar liabilities caused by or arising out of Lessee's handling, use, storage, release, disposal, generation, emission or discharge of Hazardous Materials at the Airport including the Premises.

"Removable Fixtures" shall mean all equipment, personal property, and fixtures installed or placed by the Lessee within the Premises under this Agreement or any previous agreement or permit that are not permanently affixed to Airport real property, Existing Equipment or Improvements within the Premises.

"Rental Payment" means the rent payable by Lessee pursuant to Article IV.

"Rules and Regulations" means those lawful, reasonable, and not unjustly discriminatory rules and regulations, including ordinances and operating directives, promulgated by the Airport Director, the Airport Commission, or the City from time to time for the orderly operation of the Airport.

"Transportation Security Administration" or **"TSA"** means the Transportation Security Administration created under the Aviation and Transportation Security Act of 2001, as amended, or any successor agency thereto.

SECTION 102. INTERPRETATIONS. References in the text of this Lease to articles, sections, paragraphs, or exhibits pertain to articles, sections, paragraphs, or exhibits of this Lease, unless otherwise specified.

1. The terms "hereby," "herein," "hereof," "hereto," "hereunder," and any similar terms used in this Lease refer to this Lease.
2. Words importing persons shall include firms, associations, partnerships, trusts, corporations, and other legal entities, including public bodies, as well as natural persons.
3. Any headings preceding the text of the articles and sections of this Lease, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Lease, nor shall they affect its meaning, construction, or effect.
4. Words importing the singular shall include the plural and vice versa. Words of any gender shall be deemed to include correlative words of the other gender.
5. The term **"including"** shall be construed to mean "including without limitation," unless otherwise expressly indicated.
6. All references to number of days shall mean calendar days.
7. Words used in the present tense include the future.

ARTICLE II PREMISES

SECTION 201. PREMISES. The City hereby leases and demises to Lessee and Lessee takes from City, land and improvements on Lambert-St. Louis International Airport®, as shown on **Exhibit "A"**, attached hereto and incorporated herein, and more fully described as **West Switchgear Enclosure**, located at the intersection of Service Road and Lambert International Boulevard, and the **East Switchgear Enclosure**, located at the intersection of Lambert International Boulevard and the exit lanes from Terminal 2 (**"Premises"**).

Lessee hereby acknowledges that it accepts and receives the Premises in an **"AS IS"** condition with no warranties or representations of any kind, expressed or implied, either oral or written, made by the City or any of its agents or representatives with respect to the physical, environmental or structural conditions of the Premises or any portion thereof or otherwise including but not

limited to: soil conditions of the land, structural conditions of any structures or facilities, the geotechnical condition of the Premises, the presence or absence of any Hazardous Materials, any underground or aboveground storage tanks or repositories and related equipment, asbestos and asbestos related materials, water, sewage utilities serving the Premises, or any other matter or thing affecting or relating to the Premises, except as expressly set forth in this Agreement. The City without limitation expressly disclaims and negates, as to the Premises: any implied or expressed warranty of fitness for a particular purpose; any implied warranty with respect to the condition of the Premises; its compliance with any zoning or other rules, regulations, laws or statutes applicable to the Premises, including but not limited to the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12101 et seq.); the uses permitted on the Premises; or any other matter or thing relating to the Premises or any portion thereof .

SECTION 202. RESERVATIONS. The grant of lease hereunder is subject to the following reservations and conditions:

- A. Lessee shall not exercise the rights granted by this Agreement to Lessee in such a way as to interfere with or adversely affect the use, operation, maintenance, expansion or development of the Airport, or with the operation of other tenants or users of the Airport.
- B. The City reserves for the use and benefit of the public, a free and unrestricted right of flight for the passage of aircraft in the airspace above the surface of the Premises, together with the right to cause or allow in said airspace such noise, vibration, fumes, dust, fuel particles, illuminations, interference with television, radio or any other type of transmission and other effects as may be caused in the operation of aircraft, now known or hereafter used for navigation of or flight in the air, using said airspace or landing at, taking off from, or operating on or about the Airport.
- C. The City reserves the right to grant utility and maintenance rights-of-way to itself and other over, under, through, across or on the Premises provided that such use will not substantially or materially interfere with Lessee's use of the Premises, and provided further that such reservation or grant of rights shall not directly result in additional cost or expense to Lessee.
- D. The City reserves the right (but shall not be obligated to Lessee) to maintain and keep in repair the landing area of the Airport and all publicly-owned facilities of the Airport, together with the right to direct and control all activities of Lessee in this regard.
- E. The City reserves the right to further develop or improve the landing area and all publicly-owned air navigation facilities of the Airport as City in its sole and absolute discretion as it sees fit, regardless of the desires or views of the Lessee, and without interference or hindrance of any kind.
- F. The City reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstructions, together with the right to prevent Lessee from erecting, or permitting to be erected, any building or other structure on the Premises or the Airport which sole and absolute opinion of the City would limit the usefulness of the Airport, adversely effects the operations of the Airport or constitute a hazard to aircraft or air navigation.
- G. During the time of war or national emergency the City shall have the right to enter into an agreement with the Government of the United States of America ("U.S. Government") for use of part of all of the landing area, the publicly-owned air navigation facilities and/or other areas or facilities of the Airport including the Premises and the rights granted herein. If any such agreement is executed, the provisions of this Agreement, insofar as they are inconsistent with the provisions of the agreement with the U.S. Government, shall be suspended immediately upon receipt written notice from the City.
- H. This Agreement shall become subordinate to provisions of any existing or future agreement between the City and the United States of America or any agency thereof relative to the operation, expansion, improvement, development, or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the operation, expansion, improvement, development or maintenance of the Airport.
- I. The City reserves all gas, oil and mineral rights in and under the soil; provided, however, that the City, in the exercise of such rights, shall not substantially or materially interfere with the surface of the soil or with Lessee's use of improvements thereon.

SECTION 203. ACCESS. Subject to the terms, covenants and conditions of this Agreement hereof, Lessee has the right

of free access, ingress to and egress from the Premises, for Lessee's employees, contractors, subcontractors, agents, guests, and invitees. Subject to the terms, covenants, warranties and conditions of this Agreement, the City and its authorized officers, agents, "qualified" employees, as defined by the National Electric Safety Code, contractors, subcontractors and other representatives, its or their equipment, vehicles, machinery and other property shall have the right to access, ingress to and egress from the Premises without charge provided entry shall only be made by qualified personnel with prior Lessee approval, and that such right will not unreasonably and materially interfere with Lessee's use of the Premises and upon compliance with Lessee's reasonable safety, security and confidentiality procedures.

Employees shall be deemed "qualified" if they have completed Lessee's training for substation entry or if they are accompanied by Lessee's personnel.

If Lessee is not present to permit entry and entry is necessary, City, may, in case of an emergency, forcibly enter the Premises without rendering City liable therefore, except for any damage caused to Lessee's property because of such entry or any costs, damages or liability arising from the City's negligence or willful misconduct. Nothing contained herein shall be construed or interpreted to impose upon City any duty of inspection or repair of the Premises except as expressly and specifically provided for herein.

ARTICLE III TERM

SECTION 301. TERM. The TERM of this Agreement shall consist of Ten (10) Years beginning on **March 1, 2015** and ending on **February 28, 2025** unless sooner terminated in accordance with other provisions of this Agreement.

The City or Lessee may terminate this Agreement without cause by giving **365 calendar days** notice to the other party with no liability to the terminating party and such termination shall be deemed a no fault cancellation.

SECTION 302. SURRENDER OF POSSESSION. No notice to quit possession at the expiration date of the Term of this Agreement shall be necessary. Lessee covenants and agrees that at the expiration date of the Term of this Agreement, or at the earlier termination hereof, it will peaceably surrender possession of the Premises (see Article VI, Section 607 entitled "Title To Improvements" and Article XI entitled "Surrender Of Premises" of this Agreement).

SECTION 303. HOLDOVER PROVISION. If Lessee holds over after the expiration or early termination of this Agreement, the resulting tenancy shall, unless otherwise mutually agreed, be a tenant at will on a month-to-month basis. During such month-to-month tenancy, Lessee shall pay to the City the same rents, fees, and charges as set forth herein (see Article IV entitled "Fees And Rentals" of this Agreement), unless different fees shall be agreed upon in writing by the Director on behalf of the City and the Lessee, and shall be bound by all terms, covenants and conditions of this Lease Agreement.

ARTICLE IV FEES & RENTALS

SECTION 401. RENTAL PAYMENT. Lessee shall pay in advance to the City the annual rental rate as stated below, payable in twelve (12) equal monthly installments. All Rental Payments shall be paid on or before the first (1st) day of each month during the Term of this Agreement, without demand.

<u>Year</u>	<u>Annual Amount</u>	<u>Monthly Amount</u>
1	\$2,258.13	\$188.18
2	\$2,371.04	\$197.59
3	\$2,489.60	\$207.47
4	\$2,614.08	\$217.84
5	\$2,744.78	\$228.73
6.	\$2,827.12	\$235.59
7.	\$2,911.93	\$242.66

8.	\$2,999.28	\$249.94
9.	\$3,089.25	\$257.43
10.	\$3,181.92	\$265.16

SECTION 402. UNPAID RENT AND FEES. All unpaid rent and fee payments due City hereunder shall bear a service charge of 1.5% per month if same is not paid and received by City on or before the first (1st) of the month in which said payments are due, and Lessee agrees that it shall pay and discharge all costs and expenses including attorneys' fees and litigation cost incurred or expended by City in collection of said delinquent amounts due including services charges.

SECTION 403. NOTICE, PLACE AND MANNER OF PAYMENTS. Payments to the City required by this Agreement shall be made at the Airport Administrative Offices, with checks payable to the "Treasurer, City of St. Louis," at the address set forth in Section 1201, or at such other place or by whatever payment method that the City may determine and as the City may hereafter notify Lessee, and shall be made in legal tender of the United States of America.

SECTION 404. ADDITIONAL FEES, CHARGES, AND RENTALS. Lessee shall pay additional fees, charges, and rentals under the following conditions:

- A. If City has paid any sum or sums or has incurred any obligation or expense for which Lessee has agreed to pay or reimburse City for, or
- B. If City is required or elects to pay any sum or sums or incur any obligations or expense because of the failure, neglect, or refusal of Lessee to timely perform or fulfill any of the terms, covenants, or conditions of this Agreement.

Such payments shall include all interest, costs, damages and penalties in conjunction with such sums so paid or expenses so incurred and may be added to any installment of the fees, charges and rental thereafter due hereunder. Each and every part of such payment shall be recoverable by City in the same manner and with like remedies as if it were originally a part of the basic fees, charges, and rental, as set forth herein.

For all purposes under this paragraph, and in any suit, action or proceeding of any kind between the parties hereto, any receipt showing the payment of any sum or sums by City for any work done or material furnished shall be prima facie evidence against Lessee that the amount of such payment was necessary and reasonable.

SECTION 405. PROMPT PAYMENT OF TAXES AND FEES. Lessee covenants and agrees to pay promptly all lawful general taxes, special assessments, excises, license fees, permit fees, and utility service charges of whatever nature, applicable to its operation at the Airport, and to take out and keep current all licenses, municipal, state or federal, required for the conduct of its business at and upon the Airport, and further warrants, covenants and agrees not to permit any of said taxes, assessments, fees and charges to become delinquent.

ARTICLE V USE OF PREMISES

SECTION 501. USE. The City hereby grants to Lessee, subject to all payments, terms, covenants and conditions of this Agreement, permission to occupy, improve and use the Premises for the purpose of operating and maintaining an electric substation and appurtenant lines and facilities for the transformation and distribution of electric power to the Airport and surrounding communities.

The use of areas not specifically included in Exhibit "A" entitled "Premises" must be approved in advance and in writing by the Director (see Section 1211 entitled "Required Approvals").

All deliveries to the Premises and/or for the Lessee are the responsibility of Lessee and not the City.

Lambert-St. Louis International Airport® is a smoke-free facility. Smoking is permitted only in designated smoking areas.

SECTION 502. COMPLIANCE WITH LAWS AND REGULATIONS. Lessee shall comply with all statutes, laws, rules, ordinances, orders, judgments, executive orders, decrees, permits, regulations, security procedures, plans and requirements, operating directives or requirements of all federal, state, City, local and other governmental authorities, including without limitation the "Airport Certification Manual" on file at the Airport Director's Office and the Airport's Rules and Regulations, now or hereafter

applicable to the Premises or to any adjoining public ways, as to the manner of use or the condition of the Premises or of adjoining public ways, as may be amended from time to time (see Section 1221 entitled "Security Plan and Facilities").

SECTION 503. REPAIRS AND MAINTENANCE. Lessee warrants, represents and agrees that Lessee shall, throughout the term of this Agreement any extension thereof, at its own cost, and without any expense to the City, keep, repair and maintain the interior, structural and non-structural portions of the Premises in good and safe condition, sanitary and neat order, and will make all necessary repairs and maintenance thereto, ordinary and extraordinary, foreseen and unforeseen, and will make all necessary replacements thereto of like quality when beyond repair **except for permanent facilities owned by the City which include all exterior structures, foundations, driveways sewers, and landscaping, all interior foundations, below grade conduit, ground conductors, security fence and the limestone chat yard surface**. Lessee warrants, represents and agrees that Lessee shall restore, rehabilitate, or replace all Improvements and Existing Equipment that may be destroyed or damaged by fire, casualty, or any other cause whatsoever. Lessee shall, at its sole cost and expense, take such measures as may be necessary to keep the Premises policed, secured, and in good repair. The City shall have no obligation or responsibility to keep the Premises policed, secured, or in good repair.

The City shall not be obligated to perform any maintenance or make any repairs or replacements of any kind, nature of description, to any existing mechanical, electrical, utility and structural systems of the Lessee or improvements to the mechanical, electrical, utility and structural systems of the Lessee. Lessee will provide and pay for all repairs and maintenance of the Lessee's mechanical, electrical, utility and structural systems on the Premises. The following list includes certain functions but Lessee's responsibilities are not limited to those functions:

- A. Keep all Improvements and Existing Equipment in good and safe order and condition.
- B. Keep all its equipment and fixtures in good repair and appearance.
- C. Keep Premises free from all fire and other hazards to persons and property, and furnish and maintain adequate portable fire protection equipment.
- D. Repair all damage to the Premises or the City's property within the Premises when such damage results from the careless or negligent acts or omissions of Lessee or Lessee's employees or agents.
- E. Provide for complete, sanitary handling and disposal of all trash, garbage and refuse (liquid or solid) in accordance with standards established by the Director of Airports applicable to all Airport tenants. Such standards may require the use of special devices including, but not limited to, special containers, compactors, and disposal systems. Lessee agrees to promptly provide and install same and to abide by such standards.
- F. If the City establishes a recycling program, the Lessee will fully participate in said recycling program. Lessee must comply with all applicable City, county, state and federal regulations regarding recycling.
- G. Confine all handling and holding of Lessee's property to the Premises.
- H. Keep all papers and debris picked up daily from the Premises.
- I. Keep all grass mowed, and shrubbery and other plantings pruned, trimmed and maintained to high standards, if applicable.
- J. Perform custodial services from time to time as necessary.
- K. Keep Premises free of all pests and provide pest control services as needed.
- L. No storage will be permitted on the exterior areas of the Premises.
- M. Provide and maintain obstruction lights and all similar equipment or devices now or at any time required by any applicable law, rule or regulation or ordinance, or any municipal, state or federal regulation.
- N. Comply with the Airport's Storm Water Detention Design Criteria and Guidelines dated December 1986 as revised from time to time, as well as any and all applicable federal, state and municipal regulations. Lessee shall establish a system of periodic inspections, cleaning and maintenance to keep watercourses, catch basins and other drainage structures, as the case may be, on the Premises functioning at full design capacity. Inspection, cleaning and maintenance intervals shall be established by the Director with reports to be submitted by Lessee with in

thirty (30) calendar days of completion of each inspection, cleaning and maintenance. Lessee shall see that special care is taken to pile removed snow in a location that will permit the water generated by the melting of such snow piles to flow into the drainage system of the Premises.

- O. Lessee shall have the sole obligation to make such reports or notifications to governmental authorities as may be required by law, rule, regulation or ordinance in the event of a release or discharge of a Hazardous Materials, or oil product from the Premises caused by the acts or omissions of Lessee or its employees, officers, contractors, guests, agents, or invitees and/or arising out of the Lessee's use or operation within the Premises, in the event of which Lessee shall also immediately inform the Airport of such release or discharge. Upon discovery by Lessee, Lessee shall immediately notify the Airport of any non-permitted release or discharge of oil or Hazardous Materials if there is a reasonable possibility that the release or discharge would move off-site or affect Coldwater Creek or other navigable waters of the State of Missouri or the United States of America. Lessee shall be solely responsible for any follow-up reports, notifications, corrective action or remediation required as a result of any spill, release, or discharge described above. Lessee shall immediately provide copies of any reports, notifications, correspondence, or clean-up verification to the Airport Director (see Section 801.B entitled "Duty to Notify City").
- P. Lessee covenants, stipulates, and agrees that the Lessee shall comply with the Airport's National Pollutant Discharge Elimination System ("NPDES") in regard to its activities within the Premises or at the Airport (see Section 503.O and 503.P). Lessee shall submit its Stormwater Pollution Prevention Plan ("SWPPP") to the Airport Environmental Office within thirty (30) calendar days of the City's written request for the City's review and possible comments.
- Q. Lessee covenants, stipulates and agrees that the Lessee shall comply with all applicable Environmental Laws pertaining to the proper storage of any Hazardous Materials including, without imitation oil or petroleum based products within the Premises. Lessee shall submit its Spill Prevention Control and Countermeasures Plan ("SPCC") to the Airport Environmental Office within thirty (30) calendar days of the City's written request for the City's review and possible comments. If requested, the SPCC must provide information concerning the proper storage and use of any Hazardous Materials on the Premises.
- R. Lessee covenants, stipulates and agrees that the Lessee will timely and promptly provide the City with copies of non-privileged documents and materials Lessee has prepared pursuant to any applicable Environmental Laws or Environmental Permits, or submitted to any governmental agency, which document and materials relate to Hazardous and Solid Waste Management or related environmental issues and which pertain to the Premises and which would be discoverable in litigation (see Section 801.B entitled "Duty To Notify City", Section 801.D entitled "Access for Environmental Inspection and Section 801.F entitled "Review of Environmental Documents").

The Director may temporarily or permanently close any roadway or other right-of-way for access to the Premises, so long as another means of access is provided. The City shall provide reasonable notification of such access changes and use commercially reasonable best efforts to provide alternate means of access.

SECTION 504. RIGHT TO ENTER, INSPECT AND MAKE REPAIRS. The City and its authorized officers, agents, "qualified" employees as defined by the National Electric Safety Code, contractors, subcontractors and other representatives shall have the right (at such times as may be reasonable under the circumstances and with as little interruption of Lessee's operations as is practicable) to enter upon and in the Premises for the following purposes:

- A. To inspect such Premises to determine whether Lessee has complied and is complying with the terms, covenants and conditions of this Agreement.
- B. To gain access to the mechanical, electrical, utility and structural systems of the Airport for the purpose of maintaining and repairing such systems.
- C. To perform inspections, testing, reporting, surveys, environmental inspections or remediation, studies and assessments during normal business hours.
- D. To perform maintenance and make repairs in any case where Lessee is obligated, but has failed to do so, after the City has given Lessee notice to do so, in which event Lessee shall reimburse the City for the cost thereof, plus a charge of fifteen percent (15%) for overhead, promptly upon demand.

In reference to Subsections B, C and D, access and entry shall only be made by qualified personnel with prior Lessee Approval as provided for in Section 203 of this Agreement. Subject to the terms, covenants and conditions of this Lease hereof, Lessee has the right of free access, ingress to and egress from the Premises, for Lessee's employees, contractors, agents, guests, patrons and invitees.

SECTION 505. UTILITIES. Lessee will provide and pay for all utilities used on the Premises.

SECTION 506. UTILITY SERVICE. Unless due solely to the gross negligence or willful misconduct of the City, the City shall not be liable to Lessee for any damages, costs or losses of any kind whatsoever due to the interruption of any utility service, or for any delay in the supplying or furnishing of any utility service. Notwithstanding the above, the City shall not be responsible for any consequential or special damages.

SECTION 507. INTERFERENCE WITH AIRPORT UTILITIES. Lessee shall not interfere with the Airport's utilities systems including but not limited to drainage or sewage systems, plumbing, heating, cooling and air condition systems, electrical systems, communications systems, domestic hot or cold water, gas, fire suppressions systems, fire alarm systems, and fire hydrants on the Airport, without prior notification to, and written approval from the Director.

SECTION 508. INTERFERENCE TO AIR NAVIGATION. Lessee warrants, represents and agrees that no obstruction to air navigation, as such are defined from time to time by application of the criteria of Part 77 of the Federal Aviation Regulations or subsequent and additional regulations of the Federal Aviation Administration (FAA), will be constructed or permitted to remain in or on the Premises. Any obstructions will be immediately removed by Lessee at its expense. Lessee warrants, represents and agrees not to increase the height of any structure or objects or permit the growth of plantings of any kind or nature whatsoever that would interfere with the line of sight of the Air Traffic Control Tower and its operations. Lessee further warrants, represents and agrees not to install any structures, objects, machinery or equipment that would interfere with the operation of navigation aids or that would interfere with the safe and efficient operations of the Airport, or interfere with the operations of other tenants and users of the Airport.

ARTICLE VI IMPROVEMENTS AND ALTERATIONS

SECTION 601. MECHANICS' AND MATERIALMEN'S LIENS. Lessee agrees not to permit any mechanics' or materialmen's or any other lien or encumbrance to be attached or foreclosed upon the Premises or any part or parcel thereof, or the improvements thereon, by reason of any work or labor performed or materials furnished by any mechanic or materialman or for any other reason.

SECTION 602. CONSTRUCTION BY LESSEE. Lessee may improve the Premises subject to written approval of the Director. Lessee will submit to the Director detailed plans and specifications for all improvements to and equipping of the Premises prepared in accordance with the Tenant Design Standards issued by Lambert-St. Louis International Airport®. Lessee shall submit detailed drawings, plans, and specifications for improving and equipping the Premises. *Lessee shall not begin any work until it receives the approval of its plans and specifications from the Director. Any changes in the plans or specifications after approval will require resubmission.*

Lessee shall provide the Director with a copy of all applicable permits as required by local municipalities prior to beginning any construction or alterations. No reduction or abatement of Rental Payments shall be allowed for any interference with Lessee's operations by such construction.

Upon the completion of the Improvements hereunder, Lessee shall submit to the Director a copy of its acceptance letter certifying completion and a certified copy of any certificate or permit which may be required by any federal, state or local government or agency in connection with the completion or occupancy thereof by Lessee.

Lessee shall provide the Director, within sixty (60) days of completion or occupancy of any construction or modification to the Premises, reproducible as-built drawings on either Mylar or Sepia Mylar base and in an electronic format acceptable to the City.

SECTION 603. CONTRACTOR'S LIABILITY INSURANCE. In any contract appertaining to improving and equipping the Premises, Lessee shall require the contractor to cause the City, its Board of Aldermen, Airport Commission and their respective officers, agents and employees, to be insured against the risk of claims and demands, just or unjust, by third persons against the City, its Board of Aldermen, Airport Commission and their respective officers, agents and employees, against and from all such claims and demands, with bodily injury limits of not less than \$2,000,000.00 as to any one person, and \$2,000,000.00 as to any one occurrence, and with property damage limits of not less than \$2,000,000.00 as to any one occurrence. Said insurance shall be in a form acceptable to the City.

SECTION 604. PERFORMANCE AND PAYMENT BONDS. Lessee shall require each of its contractors and suppliers of construction materials to furnish a Performance Bond and a Payment Bond each in the full amount of any contract in a form acceptable to the City. The Payment Bond shall comply with the coverage requirements and conditions of Section 107.170 RSMo (Revised Statutes State of Missouri). Copies of the bonds shall be given to the City for approval before work begins. Any sum or sums derived from said Performance and Payment Bonds shall be used for the completion of said construction and the payment of laborers and material suppliers, as the case may be.

SECTION 605. SIGNS. Lessee agrees that no signs or advertising displays shall be placed on, painted on or erected in any manner upon the areas of the Premises exposed to the public without prior written approval of the Director and that such signs shall conform to reasonable standards established by said Director with respect to wording, type, size, design, color and location.

SECTION 606. NONDISTURBANCE OF AIRPORT TENANTS AND OPERATIONS. Any work by Lessee and its contractors shall be conducted in an orderly and proper manner, and shall not otherwise disturb, create a hazard, or interfere with other projects on, or the operations of, the Airport. Lessee shall promptly comply, and shall cause its contractors to comply, with any reasonable request from the City to correct its conduct or that of its contractors. If Lessee or its contractors fails to comply with the provisions of this Section, the City shall have the right to stop any or all work being performed, until such compliance is achieved, without terminating this Agreement.

SECTION 607. TITLE TO IMPROVEMENTS AND EXISTING EQUIPMENT. Title to all Existing Equipment and all Improvements constructed or placed in or on the Premises by Lessee under this Agreement or any previous agreements or permits including all alterations, modifications and enlargements thereof shall remain the property of the Lessee unless otherwise agreed to in writing by the City, as provided for in this Agreement; subject, however, to Lessee's obligation to operate, repair, maintain and replace, and its right of possession, use and occupancy during the Term and in accordance with the terms, covenants, warranties, and conditions of this Agreement. Title to the Premises including all transformer pads, shall become part of the Premises with title vesting to the City upon the expiration, earlier termination or cancellation of this Agreement. However, upon the expiration, early termination or cancellation of the Agreement, and at the written request of the City, Lessee shall remove any and all Existing Equipment and Improvements, except transformer pads, constructed or placed on the Premises. Lessee warrants, represents, stipulates, and agrees to bear all costs of such removals and restorations. In the event said Improvements and Existing Equipment are not removed within one (1) year after receipt of Notice by Lessee, the City may cause all Improvements and Existing Equipment to be removed at the sole cost and expense of Lessee (see Article XI entitled "Surrender Of Premises").

City reserves the right and Lessee agrees that the Director of Airports may require Lessee to restore the Premises to the condition that originally existed at the time of Lessee's initial entry upon the Premises under this Agreement or any preceding agreement or permit. Lessee agrees to bear all costs of such removals and restorations.

ARTICLE VII INSURANCE AND INDEMNIFICATION

SECTION 701. LIABILITY INSURANCE. Lessee, will obtain, at its sole expense and at all times during the Term of this Agreement, liability insurance against the risk of all claims and demands by third persons for bodily injury (including wrongful death) and property damage arising or alleged to arise out of the activities or the omissions of Lessee, its officers, agents, employees, independent contractors and invitees pursuant to this Agreement under the following types of coverage:

- | | | |
|----|-------------------------------------|---|
| A. | Comprehensive General Liability: | \$3,000,000 Combined Single Limit; |
| B. | Comprehensive Automobile Liability: | \$3,000,000 (all vehicles including hired and non-owned); and |
| C. | Environmental Liability: | \$3,000,000 |

The minimum limits of coverage for the above classes of insurance shall equal a combined single limit as shown above or comprised of such primary and excess policies of insurance as Lessee finds it feasible to purchase during the Term of this Agreement.

Insofar as said insurance provides protection against liability for damages to a third party for bodily injury, death and property damage, St. Louis County, the City and its Board of Aldermen and Airport Commission, and their respective officers, agents and employees shall be named as an "Additional Insured". Such liability insurance coverage shall also extend to damage, destruction and injury to City-owned or leased property and City personnel, and caused by or resulting from work, acts, operations, or omissions of Lessee, its officers, agents, employees, independent contractors and invitees and contractual liability insurance sufficient to cover Lessee's indemnity obligations hereunder. City shall have no liability for any premiums charged for such coverage, and the inclusion

of St. Louis County, the City and its Board of Alderman and Airport Commission, and their respective officers, agents, and employees as “**Additional Insured**” is not intended to, and shall not, make St. Louis County, the City and their respective officers, employees, and agents a partner or joint venture partner with Lessee in its operations hereunder. Each such insurance policy shall also provide primary coverage to the City when any policy issued to the City provides duplicates on similar coverage and in such circumstances, the City’s policy will be excess over Lessee’s policy.

SECTION 702. WORKERS’ COMPENSATION. Lessee will obtain, at its sole expense and at all times during the Term of this Agreement for its employees working on Airport Premises Workers’ Compensation and Employer’s Liability insurance coverage at least at the statutory limits applicable to Lessee’s operations in the State of Missouri.

SECTION 703. PROPERTY INSURANCE. Lessee will provide fire, lightning, extended coverage or other casualty and hazards’ insurance and other related insurance coverage equal to the fair market replacement value of Lessee’s Improvements and equipment existing or subsequently installed on the Premises including Existing Equipment.

SECTION 704. SELF INSURANCE. Lessee shall have the right to self-insure any or all of the above-required insurance.

SECTION 705. EVIDENCE OF INSURANCE. Certificates or other evidence of insurance coverage required of Lessee in this Article shall be delivered to the Airport Properties Department in form and content satisfactory to City.

At least fifteen (15) days prior to the expiration of any such policy, Lessee shall submit to the Airport Properties Department a certificate showing that such insurance coverage has been renewed. If such coverage is cancelled or reduced, Lessee shall within fifteen (15) days after the date of such written notice from the insurer of such cancellation or reduction in coverage, file with the Airport Properties Department, a certificate showing that the required insurance has been reinstated or provided through another insurance company or companies.

All policies of insurance herein shall be in a form and in a company or companies approved by City, and qualified to do insurance business in the State of Missouri. Each such policy shall provide that the policy may not be materially changed, altered, or cancelled by the insurer during its term without first giving thirty (30) days written notice to the Director of Airports. Each such insurance policy shall also provide primary coverage to City when any policy issued to City provides duplicate or similar coverage and in such circumstances, City’s policy will be excess over Lessee policy.

SECTION 706. INDEMNIFICATION. Lessee shall protect, defend, and hold St. Louis County, City, its Board of Aldermen, Airport Commission, and their respective officers, agents and employees completely harmless from and against all liabilities, losses, suits, claims, judgments, fines or demands arising by reason of injury or death of any person or damage to any property, including all reasonable costs for investigation and defense thereof (including but not limited to attorneys’ fees, court costs, and expert fees), of any nature whatsoever arising out of or incident to this Agreement and/or the use or occupancy of the Premises and/or the acts or omissions of Lessee’s officers, agents, employees, contractors, subcontractors, licensees, or invitees regardless of where the injury, death, or damage may occur, unless and to the extent such injury, death or damage is caused by the negligence of the City. The Airport Director or his/her designee shall give to Lessee reasonable notice of any such claims or actions. Lessee shall also use counsel reasonably acceptable to the City Counselor of the City or her/his designee, after consultation with the Director of Airports or his/her designee in carrying out its obligations hereunder. The provisions of this section shall survive the expiration or early termination of this Agreement.

SECTION 707. ADJUSTMENT OF CLAIMS. Lessee shall provide for the prompt and efficient handling of all claims for bodily injury, property damage, or theft arising out of the activities of Lessee under this Agreement.

SECTION 708. OCCUPANCY OF PREMISES. Lessee agrees that it will not permit any act of omission or commission or condition to exist on the Premises which would increase the City’s premium rate of insurance thereon or on the terminal or invalidate any City insurance.

SECTION 709. WAIVER OF SUBROGATION. Lessee, on behalf of itself and its insurers, hereby waives any claim or right of recovery from City, its Board of Alderman, Airport Commission, officers, employees and agents for loss or damage to Lessee or its property or the property of others under Lessee’s control, to the extent that such loss is covered by valid insurance policies or could be covered by an “All Risk” physical property insurance policy as required under this Agreement. Lessee shall provide notice of this waiver of subrogation to its insurers.

**ARTICLE VIII
COMPLIANCE WITH ENVIRONMENTAL LAWS**

SECTION 801. COMPLIANCE WITH ENVIRONMENTAL LAWS. Lessee warrants and covenants that in conducting any activities or business on Airport property, including any activities directly related or incidental to its use and occupancy of Premises, Lessee shall comply with any and all applicable Environmental Laws including any plans, monitoring, recordkeeping or programs prepared in conformance with Environmental Laws. Lessee further covenants and warrants as follows:

A. Environmental Permits.

1. Lessee shall obtain and maintain any and all Environmental Permits required by applicable Environmental Laws to conduct the activities in which Lessee engages on the Premises.
2. Lessee shall comply with any requirement imposed by an Environmental Permit obtained by the City that is or are applicable to Lessee or Lessee's activities on the Premises, including any plans, monitoring, recordkeeping or programs prepared in conformance with such Environmental Permits or Environmental Laws; provided however, that the City shall adequately notify Lessee of such Environmental Permit and associated requirements, including all applicable deadlines for compliances.
3. The City and Lessee shall cooperate to ensure compliance with the terms and conditions of any Environmental Permit, Environmental Law and any associated requirements to ensure safety and to minimize cost of compliance.

B. Duty to Notify City. In the event of any release or threatened release of Hazardous Materials caused, handled, or owned by Lessee, its employees, agents, contractors, suppliers, guests or invitees, and which is required by applicable Environmental Laws Environmental Permits, Rules and Regulations, or any plan or program prepared in response to Environmental Laws, or Environmental Permits to be reported by Lessee, whether as a result of negligent conduct or otherwise, at, on, about, or under the Premises, or in the event any written claim, demand, complaint or action is made of taken against Lessee that pertains to Lessee's failure or alleged failure to comply with Environmental Laws or Environmental Permits at the Premises or which pertains to the release of Hazardous Materials by Lessee at the Premises or the Airport, Lessee shall notify the City as soon as reasonably practical of all known facts pertinent to such release, threatened release, claim, demand, complain, action, or notice, and shall provide the City with copies of any and all such claims, demands, complaints, notices, or actions so made. If Lessee is required, by any Environmental Laws, Environmental Permits, or governmental agency, to file any written notice or report of a release or threatened release of Hazardous Materials on or under the Premises, Lessee shall simultaneously provide a copy of such notice or report to the City.

C. Environmental Remediation. Lessee shall promptly and timely undertake all necessary steps required to remedy and remove at its cost any Hazardous Material, or environmental condition or damage to the extent caused by, or resulting from, the activities, conduct, or presence of Lessee of its agents, employees, contractors, independent contractors, lessees, invitees, licenses, or suppliers at the Premises or Airport, whether resulting from negligent conduct or otherwise ("**Remediation Work**"). Such Remediation Work shall be consistent with remediation standards established by or derived from the appropriated government agency responsible for enforcing Environmental Laws of Environmental Permits. Such Remediation Work shall be performed at Lessee's expense. Except in the event of an emergency, such Remediation Work shall be performed after Lessee, taking into consideration the circumstances, timely and promptly submits to the City a written plan for completing such Remediation Work and receives the prior approval of the City through Notice; provided, however, that the City's approval shall not be unreasonably withheld or delayed. The City expressly reserves the right to review and approve any proposed: remedial investigations, remedial work plans, interim and final remedies, institutional controls, including environmental covenants, or other associated documents prior to submittal to the relevant governmental agencies responsible for enforcing Environmental Laws or Environmental Permits and be consistent with the commercial use of the Airport, as determined by the governmental agency responsible for enforcing Environmental Laws and Environmental Permits or for establishing cleanup levels. Neither Remediation Work or an ongoing remediation, including any testing or monitoring, nor the use of institutional controls, shall either unreasonably or materially impair or interfere with the City's current and/or future use and enjoyment of its property including the Premises, or that of current and future tenants. The City shall have the right to conduct a reasonable review and inspect all such Remediation Work at any time using consultants and representative of its choice.

D. Access for Environmental Inspection. Upon reasonable notification to Lessee, the City shall have reasonable access to the Premises to inspect the same in order to confirm that Lessee is using the Premises in accordance with this Section 801. Lessee shall cooperate fully with any such inspections provided that such inspections shall not unreasonably interfere with Lessee's operations. If the City's inspection results in any type of written report, the City shall provide Lessee a reasonable opportunity to

timely review and comment on a draft of the report. Lessee shall provide to the City for its review and comment copies of: any and all notices of alleged non-compliance issued by governmental agencies responsible for enforcing Environmental Laws or Environmental Permits; non-privileged draft official submittals (proposed final drafts) prepared by, or on behalf of, Lessee responding to such alleged non-compliance; and any and all consent orders or administrative determinations, whether preliminary or finals, issued by such governmental agencies. The City agrees to maintain the confidentiality of the documents produced in accordance with the Subsection to the extent consistent with the City's legal obligations.

E. Corrective Action by City. If Lessee fails to comply with any applicable Environmental Laws or Environmental Permits governing its activities on the Premises, or if Lessee fails to conduct necessary Remediation Work in a timely manner as required under the terms of this Agreement, the City in addition to the rights and remedies described elsewhere herein and any other rights and remedies otherwise available to the City, may enter the Premises and take all reasonable and necessary actions to conduct Remediation Work to remove Hazardous Materials or other contaminants for which Lessee is responsible under this Agreement or any previous agreement or permit, and remedy Lessee's non-compliance with this Agreement. All Remediation Costs incurred by the City shall be timely paid or reimbursed by Lessee within thirty (30) calendar days of the City's written notice. Remediation Work, if necessary, shall be performed in accordance with the provisions of Section 801.C, but only after first having provided notice to Lessee of such failure to comply, and thirty (30) days within which Lessee may demonstrate why no such alleged failure is present, or to timely remedy such alleged failure that may be present. If Lessee's compliance reasonably requires more than thirty (30) calendar days to complete, the City may enter the Premises and take such reasonable and necessary measures to achieve compliance only upon the Lessee's failing to timely begin curing such noncompliance within such thirty (30) day period and to continue diligently working to achieve compliance thereafter.

F. Review of Environmental Documents. At the reasonable request of the City, Lessee shall make available for inspection and copying, at reasonable times, any and all non-privileged documents and materials Lessee has prepared pursuant to any applicable Environmental Laws or Environmental Permits, or submitted to any governmental agency, which documents and materials relate to environmental issues, Environmental Laws or Environmental Permits and which pertains to the Premises, and which would be discoverable in litigation.

G. Cumulative Remedies. All remedies of the City as provided herein with regard to environmental pollution, contamination, damage, or any actual or threatened violations of any Environmental Laws or Environmental Permits are deemed to be cumulative in nature. The City's right to indemnification as provided for under this Article VIII shall survive the expiration or early termination of this Agreement.

H. Pollution Control. In addition to all other requirements of this Agreement, Lessee, at its cost, shall manage all its operations at the Premises in compliance with all applicable Environmental Laws, Environmental Permits, and with applicable best management practices outlined and delineated in the Airport's Storm Water Pollution Prevention Plan and Storm Water Management Plan, which shall be provided to Lessee at Lessee's written request.

I. Environmental Covenants. So long as they do not materially impact Lessee's day-to-day operations at the Premises, Lessee will not object to and, if requested by the City, will subordinate any rights it has under this Agreement to an environmental covenant or environmental land use restriction which (i) restricts the use of groundwater underlying the Premises; (ii) limits the use of the Premises to nonresidential uses; and/or (iii) reasonably restricts access to soil underlying the Premises.

ARTICLE IX ASSIGNMENT AND SUBLETTING

SECTION 901. ASSIGNMENT AND SUBLETTING. Lessee shall not assign or transfer this Agreement. Lessee shall not sublet the Premises.

ARTICLE X TERMINATION OF AGREEMENT IN ITS ENTIRETY

SECTION 1001. RIGHTS CUMULATIVE. It is understood and agreed that the rights and remedies of the City and Lessee specified in this Agreement are not intended to be, and shall not be exclusive of one another or exclusive of any common law right of either of the parties hereto.

SECTION 1002. Conditions of Default. This Agreement shall be considered in default when Lessee fails to fulfill any term, covenant, or condition of this Agreement and such default shall be considered a material breach of this Agreement for which the City, at its option, may terminate this Agreement and/or seek other remedies at law or in equity.

SECTION 1003. CITY'S RIGHT TO TERMINATE AGREEMENT BY REASON OF DEFAULT. City, acting

by and through its Director of Airports, may declare this Agreement terminated in its entirety, in the manner provided in Section 1005 hereof, upon the happening of any one or more of the following events:

- A. If the fees, charges, or other money payments which Lessee herein agrees to pay, or any part thereof, shall be unpaid after the date the same shall become due.
- B. If, during the Term of this Agreement, Lessee shall:
 - 1. Apply for, or consent to the appointment of a receiver, trustee, or liquidator of all or a substantial part of its assets;
 - 2. File a voluntary petition in bankruptcy, or admit in writing its inability to pay its debts as they come due;
 - 3. Make a general assignment for the benefit of creditors;
 - 4. File a petition or an answer seeking reorganization or arrangement with creditors or to take advantage of an insolvency law;
 - 5. File an answer admitting the material allegations of a petition filed against any said assignee or sublessee in any bankruptcy, reorganization or insolvency proceedings; or if during the Term of this Agreement an order, judgment or decree shall be entered by any court of competent jurisdiction, or the application of a creditor, adjudicating Lessee a bankrupt or insolvent, or approving a petition seeking a reorganization of Lessee, and such order, judgment or decree shall continue unstayed and in effect for any period of ninety (90) consecutive days.
- C. If Lessee shall have failed in the performance of any term, covenant or condition herein required to be performed by Lessee.

On the date set forth in the notice of termination, the Term of this Agreement and all right, title and interest of Lessee shall expire, except as otherwise provided in Section 1005 hereof.

Failure of City to take any authorized action upon default by Lessee of any of the terms, covenants or conditions required to be performed, kept and observed by Lessee shall not be construed to be or act as a waiver of default or in any subsequent default of any of the terms, covenants and conditions herein contained to be performed, kept and observed by Lessee. The acceptance of monies by City from Lessee for any period or periods after a default by Lessee of any of the terms, covenants and conditions herein required to be performed, kept and observed by Lessee shall not be deemed a waiver or estopping of any right on the part of City to terminate this Agreement for failure by Lessee to so perform, keep or observe any of said terms, covenants or conditions.

SECTION 1004. LESSEE'S RIGHT TO TERMINATE AGREEMENT BY REASON OF DEFAULT. Lessee, at its option, may declare this Agreement terminated in its entirety, in the manner provided in Section 1005 hereof for the following causes:

- A. If a court of competent jurisdiction issues an injunction or restraining order against City preventing or restraining the use of the Airport for Airport purposes in its entirety or substantial entirety.
- B. If City shall have abandoned the Airport for a period of at least sixty (60) days and shall have failed to operate and maintain the Airport in such manner as to permit landings and takeoffs of airplanes.
- C. In the event of destruction of all or a material portion of the Airport or the Airport facilities, or in the event that any agency or instrumentality of the United States Government or any state or local government shall occupy the Airport or a substantial part thereof, or in the event of military mobilization or public emergency wherein there is a curtailment, either by executive decree or legislative action, of normal civilian traffic at the Airport continuing for a period in excess of sixty (60) days.
- D. If City shall have failed in the performance of any term, covenant or condition within the control of City and herein required to be performed by City.

SECTION 1005. PROCEDURES FOR TERMINATION. No termination declared by either party shall be effective unless and until not less than forty-five (45) calendar days have elapsed after notice by either party to the other specifying the date

upon which such termination shall take effect, and the cause for which this Agreement is being terminated and no such termination shall be effective if such cause of default by its nature cannot be cured within such forty-five (45) day period, and if the party at default diligently commences to correct such default within said forty-five (45) days and corrects the same as promptly as is reasonably practicable.

In the event that suit shall be instituted by City upon the default of payment of charges and fees as provided herein, then Lessee agrees also to pay reasonable attorneys' fees, court costs and expenses.

ARTICLE XI SURRENDER OF PREMISES

SECTION 1101. SURRENDER OF PREMISES. On expiration, early termination or cancellation of this Agreement, Lessee shall:

1. Peaceably surrender possession of the Premises and other space made available to Lessee hereunder in a clean, sanitary, and good condition, excepting only reasonable wear and tear (taking into account repair and maintenance required to be done by Lessee), acts of God, fire, and other casualties, and the City shall have the right to take possession of said Premises hereunder with or without due process of law;
2. City and Lessee, before acceptance by the City of any Improvements or Existing Equipment, shall perform a joint inspection of the Premises and the Improvements and Existing Equipment being surrendered to the City. Said inspection shall be conducted within forty-five (45) to thirty (30) calendar days prior to the expiration date of the Term of this Agreement, or as soon as practicable following the earlier termination hereof, unless otherwise agreed to in writing; and
3. Return the Premises to the City in a condition such that Hazardous Materials which were placed, stored, used, generated, treated, released, discharged, disposed, and/or spilled on, under, or about the Premises by Lessee, its officers, directors, employees, agents, contractors, or suppliers do not exceed allowable levels established under applicable Environmental Laws and Environmental Permits in accordance with Article VIII. If the City is required under applicable Environmental Laws to undertake actions to bring the Premises into compliance with this provision, or any applicable Environmental Laws or Environmental Permits as a result of Lessee's failure to timely correct same in accordance with Article VIII, or to remedy Lessee's non-compliance with the terms of this Agreement, Lessee shall reimburse the City for any Remediation Costs incurred by the City, as provided for in Article VIII.

SECTION 1102. REMOVAL OF PROPERTY. Provided Lessee is not in default for nonpayment of Rental Payments or any other payment due hereunder, Lessee shall have the right, on expiration, early termination or cancellation of this Agreement to remove or dispose of all Existing Equipment, Improvements and Removable Fixtures, trade fixtures and equipment and other personal property installed or placed by Lessee, in, on, or about the Premises subject to and in accordance with the terms, covenants, warranties and conditions of this Agreement (see Section 607 entitled "Title to Improvements and Existing Equipment"). Lessee warrants, represents, stipulates, and agrees to bear all costs of such removals and restorations.

SECTION 1103. REMOVAL DAMAGES. Lessee shall repair, at its sole cost and expense, any damage caused by the removal of its Existing Equipment, Improvements, Removable Fixtures, trade fixtures, equipment, or personal property. Removal shall be at Lessee's sole cost and expense. Notwithstanding the above, consideration shall be given to the intended long-term use of the Premises and if the City determines that such Premises would not be maintained for a period warranting the repairs indicated above, the City may alter or waive the repair requirement of this Subsection. If the Premises are yielded or delivered to the City in need of repair, reconditioning, or restoration to the condition that existed when Lessee first used the Premises pursuant to this Agreement or any preceding agreement (reasonable wear and tear excepted, taking into account repair and maintenance required to be done by Lessee), after notification by the City to Lessee, the City shall have the right to repair or recondition said Premises and the cost thereof, plus a charge of fifteen percent (15%) for overhead, shall be invoiced to Lessee and payable immediately upon demand in accordance with Section 404.B.

SECTION 1104. OWNERSHIP OF PROPERTY NOT REMOVED. In the event Lessee fails to remove its Existing Equipment, Improvements, Removable Fixtures, equipment, fixtures and other personal property from the Premises within one (1) year after receipt of notice, such Existing Equipment, Improvements, Removable Fixtures, equipment, fixtures and personal property may be deemed abandoned by the City. In addition to whatever other rights are available to the City at law or in equity, the City may: (i) cause all Improvements and Existing Equipment to be removed at the sole cost and expense of Lessee (ii) remove, sell, or store Lessee's property at Lessee's expense, or (iii) take title to Lessee's property in lieu of removal on behalf of Lessee's. If the City takes title to such property or otherwise disposes of the property, the City shall be entitled to all proceeds of sale of such Lessee's property

as liquidated damages for the breach of this covenant to remove, and may seek other remedies at law or in equity (see Article VI, Section 607 entitled "Title To Improvements").

**ARTICLE XII
MISCELLANEOUS PROVISIONS**

SECTION 1201. NOTICE. Except as herein otherwise expressly provided, all notices required to be given to the City hereunder shall be in writing and shall be sent by certified mail, return receipt requested, to:

The Director of Airports
Lambert-St. Louis International Airport
P.O. Box 10212
10701 Lambert International Blvd.
St. Louis, Missouri 63145

With a copy to:

Airport Properties Division Manager
Lambert-St. Louis International Airport
P.O. Box 10212
10701 Lambert International Blvd.
St. Louis, Missouri 63145

All notices, demands and requests by the City to Lessee shall be sent by certified mail, return receipt requested, addressed to:

Ameren Services
Manager, Real Estate
1901 Chouteau Avenue, MC 700
St. Louis, MO 63103

The parties or either of them may designate in writing from time to time any changes in addresses or any addresses of substitute or supplementary persons in connection with said notices.

The effective date of service of any such notice shall be the date such notice is mailed to Lessee or said Director.

SECTION 1202. NON-DISCRIMINATION AND AFFIRMATIVE ACTION PROGRAM.

- A. Lessee hereto understands and agrees that City, in operation and use of Lambert-St. Louis International Airport®, will not on the grounds of race, creed, color, religion, sex, age, national origin, ancestry or disability, discriminate or agreement discrimination against any person or group of persons in a manner prohibited by 49 C.F.R. Part 21.
- B. Lessee agrees that in performing under this Agreement, neither it nor its personal representatives, successors in interest, and assigns, and anyone under its control will permit discrimination against any employee, worker, or applicant for employment because of race, creed, color, religion, sex, age, national origin, ancestry or disability. Lessee will take affirmative action to insure that applicants are employed and that employees are treated fairly without regard to race, creed, color, religion, sex, age, national origin, ancestry or disability. Such action must include, but shall not be limited to action to bar, employ, upgrade or recruit; expel, discharge, demote or transfer; layoff, terminate or create intolerable working conditions, rates of pay or other forms of compensation and selection for training including apprenticeship.
- C. Lessee agrees that in performing under this Agreement, neither it nor anyone under its control will permit discrimination against any employee, worker, or applicant for employment because of race, creed, color, religion, sex, age, national origin, ancestry, or disability. Lessee will take affirmative action to insure that applicants are employed and that employees are treated fairly without regard to race, creed, color, religion, sex, age, national origin, ancestry or disability. Such action must include, but shall not be limited to action to bar, employ, upgrade or recruit; expel, discharge, demote or transfer; layoff, terminate or create intolerable working conditions, rates of pay or other forms of compensation and selection for training including apprenticeship.

- D. Lessee will in all printed or circulated solicitations or other advertisement or publication for employees placed by or on behalf of Lessee state that all qualified applicants shall receive meaningful consideration for employment without regard to race, creed, color, religion, sex, age, national origin, ancestry or disability. All advertisements or solicitations for applicants for employment must contain the phrase "An Equal Opportunity Employer". Lessee shall not make inquiry in connection with prospective employment, which expresses directly or indirectly any limitation, specification, or discrimination because of race, creed, color, religion, sex, age, national origin, ancestry or disability.
- E. Lessee agrees that should it be determined by Lessee or City that it will be unable to conform to its approved positive employment program submitted to determine eligibility under the fair employment practices provisions of the City Code, it will notify the Fair Employment Practices Division of the Civil Rights Enforcement Agency ("CREA") within ten (10) days of such determination, as to the steps to be taken by Lessee to achieve the provisions of it program.
- F. Lessee will permit reasonable access by City to such persons, reports, and records as are necessary for the purpose of ascertaining compliance with fair employment practices.
- G. Lessee further agrees that these clauses (B through F) covering discrimination and equal opportunity practices in all matters of employment and training for employment will be incorporated by Lessee in all contracts or agreements it enters into with suppliers of materials or services, contractors and subcontractors, and all labor organizations, furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor or service in connection with this Agreement.
- H. Whenever Lessee is sued by a subcontractor, vendor, individual, group, or association as a result of non-compliance with the clauses (A through G) of these provisions relating to fair employment practices, Lessee shall notify the City Counselor in writing of such suit or threatened suit within ten (10) days.
- I. In event of Lessee's noncompliance with nondiscrimination clauses of this Agreement, or to furnish information or permit its books, records and account to be inspected within twenty (20) days from date requested, this Agreement may be canceled, terminated or suspended, in whole or in part, and Lessee may be declared ineligible for further City contracts for a period of one (1) year by option of City, provided, further, if this Agreement is canceled, terminated or suspended for failure to comply with fair employment practices, Lessee shall have no claims for any damages or loss of any kind whatsoever against City.
- J. Lessee assures that it will undertake an affirmative action program as required by 14 CFR, Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, sex, religion, age or disability be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. Lessee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. Lessee assures that it will require that its covered suborganizations provide assurances to the Lessee that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.
- K. Lessee shall comply with all applicable nondiscriminatory requirements that may be imposed pursuant to the Federal Aviation Act of 1958, as amended; Title VI of the Civil Rights Act of 1964, as amended; 49 C.F.R. Parts 21, 23, and 26, as said regulations may be amended; and state and local laws.

SECTION 1203. NO PERSONAL LIABILITY. No Alderman, Commissioner, Director, officer, agent or employee of either party shall be personally liable under or in connection with this Agreement.

SECTION 1204. FORCE MAJEURE. Neither the City nor Lessee shall be deemed in violation of this Agreement if it is prevented from performing any of the obligations hereunder by reason of strikes, boycotts, labor disputes, embargoes, shortage of material, acts of God, acts of the public enemy, act of superior governmental authority, weather conditions, riots, rebellion, or sabotage, or any other circumstances for which it is not responsible and which is not within its control.

SECTION 1205. SUCCESSORS AND ASSIGNS. All of the terms, provisions, covenants, stipulations, conditions and considerations of this Agreement shall extend to and bind the legal representatives, successors, sub lessees and assigns of the respective parties hereto.

SECTION 1206. QUIET ENJOYMENT. Subject to the terms, covenants and conditions of the Agreement, the City

covenants that Lessee on paying the rentals and otherwise performing its covenants and other obligations hereunder shall have quiet and peaceable possession of the Premises.

SECTION 1207. OPERATION AND MAINTENANCE OF AIRPORT. The City shall at all times operate the Airport properly and in a sound and economical manner; and the City shall use reasonable effort to maintain, preserve and keep the same or cause the same to be maintained, preserved and kept, with the appurtenances in good repair, working order and condition, and shall from time to time use reasonable effort to make or cause to be made all necessary and proper repairs, replacements and renewals so that at all times the operation of the Airport may be properly and advantageously conducted in conformity with standards customarily followed by municipalities operating airports of like size and character.

SECTION 1208. AGREEMENTS WITH THE UNITED STATES. This Agreement is subject and subordinate to the provisions of any agreements heretofore made between the City and the United States, relative to the operation or maintenance of the Airport, the execution of which has been required as a condition precedent to the transfer of Federal rights or property to the City for Airport purposes, or to the expenditure of Federal funds for the extension, expansion or development of the Airport, including the expenditure of Federal funds for the development of the Airport in accordance with the provisions of the Airport and Airway Development Act as it has been amended from time to time.

SECTION 1209. MODIFICATIONS FOR GRANTING FAA FUNDS. In the event that the Federal Aviation Administration requires, as a condition precedent to granting of funds for the improvement of the Airport, modifications or changes to this document, Lessee agrees to consent to such reasonable amendments, modifications, revisions, supplements, deletions of any of the terms, conditions, or requirements of this Agreement, as may be reasonably required to enable the City to obtain said Federal Aviation Administration funds, provided that in no event shall such changes substantially impair the rights of Lessee hereunder.

SECTION 1210. GOVERNING LAW. This Agreement shall be deemed to have been made in, and be construed in accordance with the laws of the State of Missouri and is subject to the City's Charter and ordinances, as they may be amended from time to time.

SECTION 1211. REQUIRED APPROVALS. When the consent, approval, waiver or certification ("**Approval**") of other party is required under the terms of this Agreement, such Approval must be in writing and signed by the party approving. Whenever the Approval of the City or the Director is required, the Approval must be from the Director or his/her authorized or designated representative. The City and Lessee agree that extensions of time for performance may be made by the written mutual consent of the Director and the Lessee or its designee. Whenever the approval of the City, or the Director, or of Lessee is required herein, no such approval shall be unreasonably requested or withheld.

SECTION 1212. WAIVERS. No waiver of default by either party of any of the terms, covenants and conditions hereto to be performed, kept and observed by the other party shall be construed as, or operate as, a waiver of any subsequent default of any of the terms, covenants or conditions herein contained to be performed, kept and observed by the other party. Any such waiver must be in writing and signed by the party waiving.

SECTION 1213. INVALID PROVISIONS. In the event any term, covenant, condition or provision herein contained is held to be invalid by a court of competent jurisdiction, the invalidity of any such term, covenant, condition or provision shall in no way affect any other term, covenant, condition or provision herein contained, provided the invalidity of any such term, covenant, condition or provision does not materially prejudice either the City or Lessee in its respective rights and obligations contained in the valid terms, covenants, conditions and provisions of this Agreement.

SECTION 1214. ENTIRE AGREEMENT. This Agreement, together with all exhibits attached hereto, constitutes the entire Agreement between the parties hereto and all other representations or statements heretofore made, verbal or written are merged herein and this Agreement may be amended only in writing and executed by duly authorized representatives of the parties hereto.

SECTION 1215. ADVERTISING. Lessee shall have no right to use the trademarks, symbols, trade names or name of the Airport or Premises, either directly or indirectly, in connection with any production, promotional service or publication without the prior written consent of the Director.

SECTION 1216. CONFLICTS BETWEEN TENANTS. In the event of a conflict between Lessee and any other tenant, licensee or concessionaire, as to the respective rights of the others, the Director shall review the applicable agreements and by reasonable interpretation thereof determine the rights of each party, and Lessee agrees to be bound by such decision. All determinations by the Director are final.

SECTION 1217. PREVAILING WAGE. Lessee shall, as a condition of the Agreement, include in all service contracts pertaining to the Premises, language specifying the minimum prevailing wages to be paid and fringe benefits to be provided by the

service contractor to employees of said service contractor. This Section is in accordance with and is subject to the City of St. Louis Ordinance No. 62124.

SECTION 1218. AMERICANS WITH DISABILITIES ACT (ADA). Lessee shall be responsible for compliance with the Federal ADA, plus other federal, state, or local laws or regulations and the City Ordinances pertaining to the disabled individual having access to Lessee’s services.

SECTION 1219. TIME IS OF THE ESSENCE. Time is of the essence in this Agreement. The parties agree that time shall be of the essence in the performance of each and every obligation and condition of this Agreement.

SECTION 1220. ACKNOWLEDGMENT OF TERMS AND CONDITIONS. The parties affirm each has full knowledge of the terms, covenants, conditions and requirements contained in this Agreement. As such, the terms of this Agreement shall be fairly construed and the usual rule of construction, if applicable, to the effect that any ambiguities herein should be resolved against the drafting party, shall not be employed in the interpretation of this Agreement or any amendments, modifications or exhibits thereto.

SECTION 1221. SECURITY PLAN AND FACILITIES. Lessee hereby acknowledges that the City is required by the Transportation Security Administration (“TSA”) regulation 49 CFR 1500, et al to adopt and put into use facilities and procedures designed to prevent and deter persons and vehicles from unauthorized access to air operations areas. The City has met said requirements by developing a master security plan for the Airport, and Lessee covenants and agrees to be fully bound by and immediately responsive to the requirements of the plan in connection with Lessee's exercise of the privileges granted to Lessee hereunder. Lessee will, within thirty (30) days of the City's request, reimburse the City for all fines or penalties imposed upon the City by the TSA or the FAA resulting from Lessee's negligence or failure to act in relation to TSA regulation 49 CFR 1500 et. al or any other applicable airport security regulations.

SECTION 1222. SURVIVAL OF WARRANTIES. All warranties and covenants set forth in this Agreement shall survive the execution and performance of this Agreement.

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

UNION ELECTRIC CO. d/b/a/ AMEREN MISSOURI

BY: _____
Title: _____
Date: _____

THE CITY OF ST. LOUIS, MISSOURI, OPERATING LAMBERT-ST. LOUIS INTERNATIONAL AIRPORT®, Pursuant to City Ordinance # _____ approved the _____ day of _____, 2014:

The foregoing Agreement was approved by the Airport Commission at its meeting on the _____ day of _____, 2014.

BY:

Commission Chairman and Date
Director of Airports

The foregoing Agreement was approved by the Board of Estimate and Apportionment at its meeting on the _____ day of _____, 2014.

BY:

Secretary, Date
Board of Estimate and Apportionment

to include Addendum No. 6 to the Development Plan heretofore submitted by the Corporation, approved and enacted by the Board of Aldermen of the City of St. Louis by the ordinance of which this Amendment to Redevelopment Agreement is a part;

WHEREAS, the Board of Aldermen of the City of St. Louis has enacted into law Ordinance 57085 approving the Development Plan of Laclede’s Landing Redevelopment Corporation for Development of Laclede’s Landing dated July 11, 1975, as heretofore amended by Addenda Nos. 1 through 5.

WHEREAS, the Board of Aldermen of the City has enacted into law an ordinance of which this Amendment to Redevelopment Agreement is a part, approving the Addendum No. 6 submitted by the Corporation (the “Addendum No. 6”); and

WHEREAS, said ordinance directs the Mayor and the Comptroller of the City to enter into a contract with the Corporation to amend the said Development Plan.

NOW, THEREFORE, the City and the Corporation, its successors and assigns, do agree as follows:

Whenever the term “Development Plan” is used in the (i) Development Plan of Laclede’s Landing Redevelopment Corporation for Development of Laclede’s Landing dated July 11, 1975, as amended by Addenda Nos. 1 through 6 and the Parcel Development Agreements referenced herein and (ii) the Redevelopment Agreement dated December 17, 1975, as amended, between the City of St. Louis and Laclede’s Landing Redevelopment Corporation made a part of Ordinance No. 57085, it shall refer to the Development Plan incorporated by reference in Ordinance 57085 as amended by Addenda Nos. 1 through 5 and by Addendum No. 6 thereto approved by the ordinance approving this Amendment to Redevelopment Agreement together with amendments and modifications, if any, thereto.

Addendum No. 6 shall not extend any of the deadlines stated in the Development Plan for the acquisition of property by eminent domain or for the attachment and commencement of tax abatement benefits provided for in the Development Plan.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

CITY OF ST. LOUIS

By: _____
Mayor

By: _____,
Comptroller

Attest:

Approved as to form:

City Counselor

LACLEDE’S LANDING
REDEVELOPMENT CORPORATION

Attest:

_____, Secretary

By: _____
President

Section Four. The sections of this Ordinance shall be severable. In the event that any Section of this Ordinance is found by a Court of competent jurisdiction to be unconstitutional the remaining Sections of this Ordinance are valid unless the Court finds the valid Sections of this Ordinance are so essentially and inseparably connected with, and so dependent upon, the void Section that it cannot be presumed that the Aldermen would have enacted the valid sections without the void ones; or unless the Court finds that the valid Sections, standing alone are incomplete and are incapable of being executed in accordance with the legislative intent.

Section Five. The passage of this Ordinance being deemed necessary for immediate preservation of the health and safety,

it is hereby declared to be an emergency measure, and shall become effective immediately upon its passage and approval by the Mayor.

ADDENDUM NO. 6

Dated

December 1, 2014

to

**Development Plan of Laclede's Landing
Redevelopment Corporation
(the "Corporation")**

**for Development of Laclede's Landing
As Previously Amended by
Addenda Nos. 1 through 5**

The following Addendum No. 6 dated December 1, 2014, is this day adopted by Laclede's Landing Redevelopment Corporation amending and modifying the Development Plan, as amended, of Laclede's Landing Redevelopment Corporation for development of the Laclede's Landing, in and to the extent herein provided:

1. Sections 22(e) and 25 of the Development Plan are hereby amended to provide as follows: the property located within the Redevelopment Area shall be bound by all the terms of the Development Plan and the Parcel Development Agreements referenced therein for a period of at least twenty-five (25) years from and after the effective date of the ordinance approving the Development Plan or any amendment thereto and the date of passage and approval of the ordinance approving the last such amendment of the Development Plan shall for all purposes constitute the effective date of the ordinance approving the Development Plan, and pursuant to Section 25, "Length of the Development Plan," the Development Plan and the Parcel Development Agreements referenced therein shall remain effective through a date at least twenty-five (25) years after the effective date of the ordinance approving the Development Plan or any amendment thereto and the date of passage and approval of the ordinance approving the last such amendment of the Development Plan shall for all purposes constitute the effective date of the ordinance approving the Development Plan. As provided in Section 25, however, this shall not be construed as a limitation on the rights of owners to extend the controls of the Plan for a larger period by voluntary agreement or pursuant to Parcel Development Agreements.

This Addendum No. 6 shall not extend any of the deadlines stated in the Development Plan for the acquisition of property by eminent domain or for the attachment and commencement of tax abatement benefits provided for in the Development Plan.

Approved: January 20, 2015

ORDINANCE #69922

Board Bill No. 215

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 its Forest Park Leasehold Revenue Refunding Bonds (City of St. Louis, Missouri, Lessee), Series 2015, in an aggregate principal amount not to exceed \$11,000,000 (the "**Series 2015 Bonds**") in order to refund all or a portion of its outstanding Leasehold Revenue Refunding Bonds (City of St. Louis, Missouri, Lessee), Series 2004 (the "**Series 2004 Bonds**"), all for the general welfare, safety and benefit of the citizens of The City of St. Louis, Missouri (the "**City**"); authorizing and directing the Corporation to execute and deliver the Fourth Supplemental Indenture of Trust, any necessary supplement or amendment to the Base Lease or the Lease Purchase Agreement relating to the Leased Property, the Tax Compliance Agreement, the Official Statement, the Bond Purchase Agreement, the Continuing Disclosure Agreement, the Escrow Agreement, if any, and the Credit Agreement, if any (all as defined herein); authorizing the City to execute any supplement or amendment to the Base Lease or the Lease Purchase Agreement, the Continuing Disclosure Agreement, the Tax Compliance Agreement, the Official Statement, the Bond Purchase Agreement, and the Credit Agreement, if any (all as defined herein); authorizing the Corporation to obtain credit enhancement for the Series 2015 Bonds from a Credit Provider (as defined herein); authorizing the payment of any obligations due to a Credit Provider, if any, and authorizing the Comptroller, and any other appropriate City officials to execute the Credit Agreement and other documents related thereto, if any; authorizing participation of appropriate City officials in preparing the Official Statement; authorizing the acceptance of the terms of the Bond Purchase Agreement and the taking of further actions with respect thereto; authorizing the payment of certain costs of issuance of the Series 2015 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; and containing an

emergency clause.

WHEREAS, the Board of Aldermen of The City of St. Louis, Missouri (the "**City**") has previously authorized and directed the issuance by the St. Louis Municipal Finance Corporation (the "**Corporation**") of its Forest Park Leasehold Revenue Improvement Bonds (City of St. Louis, Missouri, Lessee), Series 1997 (the "**Series 1997 Bonds**") pursuant to an Indenture of Trust (the "**Original Indenture**") between the Corporation and UMB Bank of St. Louis, N.A., predecessor-in-interest to UMB Bank, N.A., as trustee (the "**Trustee**") dated as of March 1, 1997, to finance the costs of the construction, renovation, replacement, equipping and installation of site furnishings and improvements for Forest Park in the City in an aggregate principal amount of \$19,270,000; and

WHEREAS, the Board of Aldermen of the City has previously authorized and directed the issuance by the Corporation of its Forest Park Leasehold Revenue Refunding Bonds (City of St. Louis, Missouri, Lessee), Series 2004, in an aggregate principal amount of \$16,400,000 (the "**Series 2004 Bonds**") pursuant to a First Supplemental Indenture of Trust (the "**First Supplemental Indenture**") between the Corporation and the Trustee, dated as of December 1, 2004, to advance refund the Series 1997 Bonds; and

WHEREAS, the Corporation and the City have entered into a Second Supplemental Indenture, dated as of March 1, 2007, to release a portion of the Leased Property from the terms of the Indenture; and

WHEREAS, pursuant to the terms of the Third Supplemental Indenture dated as of April 1, 2013 (the "**Third Supplemental Indenture**"), the Corporation has authorized, executed and delivered its Forest Park Taxable Subordinate Leasehold Revenue Improvement Bonds (City of St. Louis, Missouri, Lessee) Series 2013 in an aggregate par amount not to exceed \$30,000,000 (the "**Series 2013 Bonds**") to construct, renovate, replace, equip and install additional capital improvements to Forest Park; and

WHEREAS, pursuant to Section 94.577, Revised Statutes of Missouri, the voters of the City on August 3, 1993, approved the collection of a one-half cent capital improvements sales tax for the purpose of funding capital improvements including the operation and maintenance of capital improvements; and

WHEREAS, by Ordinance No. 60419, as amended by Ordinance No. 61250, the Board of Aldermen of the City has established a special trust fund known as the "Capital Improvements Sales Tax Trust Fund" to be used to fund capital improvements to be funded from among other sources, a capital improvements sales tax; and

WHEREAS, the City by ordinance has created the Forest Park Subaccount in the Major Parks Account of the Capital Improvements Sales Tax Trust Fund and intends to use funds in such Forest Park Subaccount to appropriate funds to pay principal and interest on the Bonds; 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 2015 Bonds to refund all or a portion of the Series 2004 Bonds through a negotiated sale; and

WHEREAS, it is necessary and desirable in connection with the issuance of the Series 2015 Bonds for the City and/or the Corporation to execute and deliver certain documents, including the Fourth Supplemental Indenture of Trust (as defined herein), 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 Base Lease, between the City, as lessor, and the Corporation, as lessee, as may be amended and supplement in accordance with the terms thereof, pursuant to which the City has conveyed a leasehold interest in the Leased Property to the Corporation.

"Board of Aldermen" means the Board of Aldermen of the City.

"Bond" or "Bonds" means collectively the various series of bonds issued under the Indenture.

"Bond Purchase Agreement" means the Bond Purchase Agreement related to the issuance and sale of the Series 2015 Bonds.

"City Documents" means any supplemental Base Lease, any supplemental Lease Purchase Agreement, the Continuing Disclosure Agreement, the Bond Purchase Agreement, any Escrow Agreement, if any, the Tax Compliance Agreement, and any Credit Agreement, and such other documents, certificates, and instruments as may be necessary or desirable to facilitate the issuance of the Series 2015 Bonds and to carry out and comply with the intent of this Ordinance.

"Continuing Disclosure Agreement" means the Continuing Disclosure Agreement with respect to the Series 2015 Bonds.

"Corporation" means the St. Louis Municipal Finance Corporation.

"Corporation Documents" means the Fourth Supplemental Trust Indenture, any supplemental Base Lease, any supplemental Lease Purchase Agreement, the Bond Purchase Agreement, the Tax Compliance Agreement, and the Credit Agreement, if any, and such other documents, certificates, and instruments as may be necessary or desirable to facilitate the issuance of the Series 2015 Bonds and to carry out and comply with the intent of this Ordinance.

"Credit Agreement" means any agreement by and among the Credit Provider, if any, the City, and the Corporation providing for Credit Enhancement for the Series 2015 Bonds.

"Credit Enhancement" means any letter of credit, liquidity facility, a surety bond, or bond insurance policy or policies, issued by a Credit Provider guaranteeing, providing for, or insuring the payment of all or a portion of the principal of and interest on the Series 2015 Bonds as provided therein.

"Credit Provider" means any issuer or issuers of the Credit Enhancement, pursuant to or identified in the Fourth Supplemental Indenture.

"Dated Date" with respect to the Series 2015 Bonds, shall mean the date of issuance of the Series 2015 Bonds, or such other date as may be approved by the Corporation and the Trustee as signatories to the Fourth Supplemental Indenture.

"Escrow Agreement" means the Escrow Agreement, if any, among the City, the Corporation and the escrow agent provided therein, dated as of the Dated Date.

"Financial Advisor" means Public Financial Management, Inc., the financial advisor to the City with respect to the Series 2015 Bonds.

"Forest Park" means the approximately 1,293 acre park bounded generally by Lindell on the North, Kingshighway and Euclid on the East, 1-64/40 on the South and Skinker on the West.

"Indenture" means the Indenture of Trust, dated as of March 1, 1997 (the "**Original Indenture**") between the Corporation and the Trustee, as amended and supplemented and as may be further amended and supplemented, including by the Fourth Supplemental Indenture pursuant to which the Series 2015 Bonds are issued.

"Lease Purchase Agreement" means the Lease Purchase Agreement between the Corporation, as lessor, and the City, as lessee, as may be amended and supplemented pursuant to the terms thereof, pursuant to which the Corporation has conveyed a leasehold interest in the Leased Property to the City, and the City has leased the Leased 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 of and interest due on the Series 2015 Bonds.

"Leased Property" means the real and personal property described in the Lease Purchase Agreement together with any improvements constructed thereon.

"Official Statement" means the Preliminary Official Statement or Statements, and the final Official Statement or Statements, prepared in connection with the issuance, sale, and delivery of the Series 2015 Bonds.

"Register" means the Register of the City.

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

"Series 1997 Bonds" means the St. Louis Municipal Finance Corporation Forest Park Leasehold Revenue Improvement Bonds (City of St. Louis, Missouri, Lessee) Series 1997, none of which are outstanding.

"Series 2004 Bonds" means the Forest Park Leasehold Revenue Refunding Bonds (City of St. Louis, Missouri, Lessee)

Series 2004, authorized pursuant to the First Supplemental Indenture of Trust.

"Series 2013 Bonds" shall mean the Forest Park Taxable Subordinate Leasehold Revenue Improvement Bonds (City of St. Louis, Missouri, Lessee), Series 2013, issued by the Corporation in an aggregate principal amount not to exceed \$30,000,000 authorized pursuant to the Third Supplemental Indenture.

"Series 2015 Bonds" shall mean the Forest Park Leasehold Revenue Refunding Bonds (City of St. Louis, Missouri, Lessee), Series 2015, issued by the Corporation in an aggregate principal amount not to exceed \$11,000,000 to refund all or a portion of the outstanding Series 2004 Bonds.

"Tax Compliance Agreement" means the Tax Compliance Agreement entered into by and among the City, the Corporation, and the Trustee.

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

"Underwriters" means the underwriters with respect to the Series 2015 Bonds.

Section 2. Findings and Determinations. The Board of Aldermen hereby finds and determines as follows:

(a) It is in the best interest of the City to authorize and direct the Corporation to issue, if market conditions warrant, the Series 2015 Bonds (i) to refund all or a portion of the Series 2004 Bonds, (ii) to provide for a debt service reserve fund, if necessary, and/or Credit Enhancement for the Series 2015 Bonds, and (iii) to pay reasonable expenses incurred by the Corporation and the City in connection with the issuance and sale of the Series 2015 Bonds pursuant to the Indenture, the Lease Purchase Agreement and the Bond Purchase Agreement;

(b) The issuance by the Corporation of the Series 2015 Bonds, and the sale and delivery thereof through a negotiated sale of the Series 2015 Bonds to the Underwriters to refund the Series 2004 Bonds is necessary and desirable for the City.

(c) In connection with the refunding all or a portion of the Series 2004 Bonds, it is necessary to amend the Lease Purchase Agreement to reflect the interest cost savings resulting from the issuance of the Series 2015 Bonds.

(d) The City shall have the exclusive beneficial possession and use of the Forest Park Improvements and so long as an Event of Default (as such terms are defined in the Indenture and the Lease Purchase Agreement) shall not have occurred and there shall have been no failure to appropriate funds to pay the Rentals and Additional Rentals, the City will have the exclusive beneficial possession and use of the Forest Park Improvements while the Series 2015 Bonds remain outstanding.

Section 3. Authority and Direction to Issue the Series 2015 Bonds. The City hereby authorizes and directs the Corporation, if market conditions warrant, to issue the Series 2015 Bonds on behalf of the City for the purposes set forth in 0 hereof. The Series 2015 Bonds (i) shall have a final maturity not more than February 15, 2022, but subject to redemption at such times and shall contain other terms and provisions as specified in the Fourth Supplemental Indenture, (ii) shall bear a fixed rate of interest of not more than 6%, and (iii) may be sold at a premium or at a discount with such discount not to exceed the maximum discount allowable under Missouri law.

Section 4. Limited Obligations. The Series 2015 Bonds and the interest thereon shall be limited obligations payable by the Corporation solely from (i) proceeds of the Series 2015 Bonds, (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 2015 Bonds pursuant to the Lease Purchase Agreement, (iii) amounts available in the debt service reserve fund, if any, and (iv) amounts payable by any Credit Provider in connection with any Credit Enhancement on the Series 2015 Bonds. The Series 2015 Bonds and the interest thereon do not and shall not constitute an indebtedness of the City, the State of Missouri or any instrumentality or political subdivision thereof within the meaning of any constitutional or statutory debt limitation or restriction. The obligation of the City to make payments of Rentals, 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 Series 2015 Bonds shall constitute a debt of the City. The issuance of the Series 2015 Bonds will not directly or contingently obligate the City to make any payments beyond those appropriated for its then current fiscal year. The taxing power of the City is not pledged to the payment of the Series 2015 Bonds either as to principal or interest. Notwithstanding anything herein to the contrary, the Series 2015 Bonds shall be issued in a form and under such terms as shall ensure and maintain the security and tax-exempt status of the Series 2015 Bonds.

Section 5. Authority and Direction to Execute and Deliver Corporation Documents. In connection with the issuance of the Series 2015 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 Underwriters and 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 2015 Bonds in a Negotiated Sale. In connection with the issuance of the Series 2015 Bonds, the City hereby authorizes and directs the Corporation to negotiate the sale thereof with the Underwriters, subject to the provisions of this Ordinance. The City further hereby authorizes and directs the Corporation to prepare, at the request of the Underwriters, the Official Statement; to execute and deliver the final Official Statement; and to execute and deliver the Bond Purchase Agreement and any and all related documents, all in connection with such negotiated sale of the Series 2015 Bonds.

Section 7. Authority and Direction to Obtain Credit Enhancement. The City hereby authorizes and directs the Corporation to obtain Credit Enhancement for the Series 2015 Bonds from a Credit Provider with such credit rating that, in the opinion of the Underwriters and the Financial Advisor, will achieve an economic benefit for the City if the Series 2015 Bonds are secured by such Credit Enhancement. Any Credit Agreement executed in connection therewith may pledge Rentals and Additional Rentals on a parity basis to payment of (i) debt service on the Series 2015 Bonds, and (ii) any amounts due and owing to the Credit Provider under the Credit Agreement. The Mayor and the Comptroller of the City are hereby authorized to approve the terms of any such Credit Agreement, and, with the advice of the City Counselor as to the form thereof, are hereby authorized and directed to execute such Credit Agreement and other documents in connection therewith as required to obtain any such Credit Enhancement.

Section 8. Authority to Obtain Debt Service Reserve Fund Credit Facility. Upon the recommendation of the Underwriters and the Financial Advisor to the City with respect to the Series 2015 Bonds, based upon a cost-benefit analysis, the Comptroller is hereby authorized to negotiate and approve the terms of any agreement for a credit facility for any reserve fund with respect to the Series 2015 Bonds and to purchase a credit facility for any reserve fund with respect to the Series 2015 Bonds from one or more recognized providers of credit facilities and to execute any agreement for a credit facility and other documents therewith as necessary to obtain a credit facility for any reserve fund with respect to the Series 2015 Bonds. The fees payable with respect to any credit facility acquired for any reserve fund for the Series 2015 Bonds shall be payable out of the proceeds thereof as a cost of issuance.

Section 9. 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 Underwriters and 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 10. Authorization with Respect to Sale of the Series 2015 Bonds. The preparation of a preliminary Official Statement, the execution and delivery of the final Official Statement by the City, and the execution and delivery of a Bond Purchase Agreement are hereby contemplated, and the Mayor, the Comptroller and other appropriate offices, agents and employees of the City are hereby authorized and directed to, take such further actions and execute such other documents as are required by the City thereunder, with their respective signatures thereon to be evidence of such approval by the City.

The Mayor, the Comptroller, and other appropriate officers, agents, and employees of the City, with the advice and consent of the City Counselor, are hereby authorized and directed to participate with the Corporation in the preparation of the preliminary and final Official Statement. The Mayor and the Comptroller are hereby authorized and directed to execute and deliver the final Official Statement in a form that is consistent with the provisions of this Ordinance, as is approved by the Mayor and the Comptroller with the advice of the Underwriters and the Financial Advisor, and as is approved as to form by the City Counselor, with the respective signatures of the Mayor and the Comptroller thereon to be evidence of the approval of the City. The Mayor and Comptroller are further authorized to execute and delivery such Continuing Disclosure Agreement as is necessary and desirable in order to assist the Underwriters in complying with Rule 15c2-12 of the Securities and Exchange Commission.

Section 11. Selection of Municipal Advisor and Other Participants. The financial advisor and such other advisors, counsel and participants to the proposed transaction as are desirable in order to further the purposes of this Ordinance shall be selected pursuant to the terms and provisions of Ordinance 64102.

Section 12. Further Authority. The Mayor, the Comptroller, the Treasurer (as to permitted investments only), the Register, and other appropriate officials, 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 and the Official Statement.

Section 13. Severability. It is hereby declared to be the intention of the Board of Aldermen that each and every part,

section, and subsection of this Ordinance shall be separate and severable from each and every other part, section, and subsection hereof and that the Board of Aldermen intends to adopt each said part, section, and subsection separately and independently of any other part, section, and subsection. In the event that any part, section, or subsection of this Ordinance shall be determined to be or to have been unlawful or unconstitutional, the remaining parts, sections, and subsections shall be and remain in full force and effect, 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 14. Construction. In the event of any inconsistency between the provisions of this Ordinance and the provisions of any prior ordinances, the provisions of this Ordinance shall prevail.

Section 15. Governing Law. This Ordinance shall be governed exclusively by and construed in accordance with the applicable laws of the State of Missouri.

Section 16. Emergency Clause. 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.

Approved: January 20, 2015

ORDINANCE #69923
Board Bill No. 217

An ordinance establishing the Lafayette Square Special Business District pursuant to Sections 71.790 through 71.808 of the Revised Statutes of Missouri, setting its boundaries, tax rate, initial rate of levy subject to the approval of the qualified voters, bonding authority, and uses to which tax revenue may be put; creating a board of commissioners; and containing severability, effectiveness, and emergency clauses.

WHEREAS, a petition signed by property owners in the area hereinafter described has been filed with the City, requesting the establishment of a Special Business District; and

WHEREAS, pursuant to Section 71.792 R.S.Mo., a survey and investigation of the desirability and possibility of forming a Special Business District in that portion of the City of St. Louis within the maximum commonly known boundaries:

Beginning at the point of the intersection of the south line of Chouteau Avenue and the east line of Jefferson Avenue; thence eastwardly along said south line of Chouteau Avenue, to its point of intersection with the west line of Truman Parkway; thence southwardly along said west line of Truman Parkway to its point of intersection with the north line of Lafayette Avenue; thence westwardly along said north line of Lafayette Avenue to its intersection with 18th Street; thence southwardly along the extension of the east line of said 18th Street to its intersection with Interstate Forty-Four; thence westwardly along the north line of said Interstate Forty-Four to its intersection with Jefferson Avenue; thence northwardly along the east line of said Jefferson Avenue to the point of beginning;

has been conducted and a written report thereof is on file in the office of the City Register as Document _____; and

WHEREAS, this Board of Aldermen did on December 12, 2014 adopt Resolution Number _____ declaring its intention to establish a Special Business District in said area and calling for a public hearing on the matter; and

WHEREAS, said public hearing, duly noticed, was held at 9:00 a.m. on January 6, 2015 by the Committee on Ways & Means of the Board of Aldermen; and

WHEREAS, this Board of Aldermen hereby finds that the establishment of a Special Business District for said area described above is in the best interest of the City of St. Louis and that the property owners and tenants of said area and the public in general will benefit by the establishment of said Special Business District and the increased level of services and improvements provided by the proposed additional tax revenues from said district; and

WHEREAS, the said district shall be known as the Lafayette Square Special Business District;

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

SECTION ONE. A Special Business District, to be known as the "Lafayette Square Special Business District" (hereinafter referred to as the "District"), is hereby established for the area of the City described as follows:

Beginning at the point of the intersection of the south line of Chouteau Avenue and the east line of Jefferson Avenue; thence eastwardly along said south line of Chouteau Avenue, to its point of intersection with the west line of Truman Parkway; thence southwardly along said west line of Truman Parkway to its point of intersection with the north line of Lafayette Avenue; thence westwardly along said north line of Lafayette Avenue to its intersection with 18th Street; thence southwardly along the extension of the east line of said 18th Street to its intersection with Interstate Forty-Four; thence westwardly along the north line of said Interstate Forty-Four to its intersection with Jefferson Avenue; thence northwardly along the east line of said Jefferson Avenue to the point of beginning.

The property in the District established by this ordinance shall be subject to the provisions of additional tax as provided herein.

SECTION TWO. Taxes for the District shall be assessed and collected as follows:

A. For the purpose of paying for costs and expenses incurred in the establishment and operation of the District, the provision of services and facilities and improvements authorized in Sections Five and Six of this ordinance, and incidental to the leasing, construction, acquisition and maintenance of any improvements authorized herein or for paying principal and interest on bonds or notes authorized for the construction or acquisition of any said improvement, there may be imposed a tax upon all real property within the District at eighty-five cents (\$.85) on the one hundred dollars (\$100.00) assessed valuation, subject to the provisions of Section Nine. Such tax shall be imposed during the 2015, 2016, 2017, 2018 and 2019 tax years only subject to the renewal of such tax by the qualified voters of the District pursuant to the procedure set forth in Section 71.800 RSMo. (2000).

B. If the proposition submitted to the qualified voters residing in the District receives in its favor the votes of the majority of the qualified voters voting at the election conducted pursuant to Section Nine, the initial rate of levy which shall be imposed upon real property within the District shall be eighty-five cents (\$.85) on the one hundred dollars (\$100.00) assessed valuation.

C. Real property subject to partial tax abatement under the provisions of Chapter 353, R.S.Mo., shall, for the purpose of assessment and collection of ad valorem real estate taxes levied under the District, be assessed and ad valorem real estate taxes shall be collected upon the same assessed value on which its ad valorem real estate taxes and payment in lieu of taxes are based in the Ordinance adopted by the City of St. Louis approving the development plan of any such corporation and authorizing tax abatement; provided, however, that the owners at such real property are strongly encouraged to make additional equitable, annual donations to the District in lieu of the additional District taxes.

D. The levy shall not be imposed upon real property exempt from ad valorem real estate taxes because of charitable, religious, educational or other public or private uses; provided, however, that the owners of such real property are strongly encouraged to make equitable, annual donations to the District in lieu of District taxes.

E. The tax provided for by this ordinance shall be collected by the Collector of Revenue and held in a special account to be used only for all purposes authorized hereunder, as provided by law.

F. If the District for any reason is dissolved, all delinquent taxes collected after the date of dissolution shall be credited and forwarded to the general fund of the City of St. Louis after all debts of the District, if any, are discharged.

SECTION THREE. For the purposes of paying costs and expenses to be incurred in the acquisition, construction, improvement, expansion and/or maintenance of any facilities of the District, the District may incur indebtedness and issue bonds or notes for the payment thereof under the terms of, and subject to, the requirements set forth by law.

SECTION FOUR. There shall be a Board of Commissioners to administer the District. The Board of Commissioners shall be selected as follows:

A. Membership: The Board of Commissioners shall consist of seven (7) members, and shall be appointed by the Mayor with the advice and consent of the Board of Aldermen, of whom five (5) members shall be owners of real property within the District or their representatives and two (2) members shall be renters of real property within the District or their representatives; provided, however, that no employee or elected official of the City of St. Louis shall be a member of the Board of Commissioners.

B. Initial Board: With respect to the initial members of the Board of Commissioners, Alderwomen Young and Ingrassia will submit a slate of nine (9) names to the Mayor and the Mayor shall appoint the initial members of the Board of Commissioners from such slate. Selection of a slate of nine (9) potential members of the Board of Commissioners shall be made by Alderwomen

Young and Ingrassia, who shall develop such slate in consultation with the neighborhood, from the names of those who have been proposed by or have submitted applications to the Alderwomen. Alderwomen Young and Ingrassia will look for members who are qualified property owners, renters, and business owners within the neighborhood with careful attention to representing all parts and interests of the neighborhood.

C. Term of Office: Each member of the Board of Commissioners shall serve for a four (4) year term (except as provided herein with respect to the initial members), with terms expiring as of December 31st of the designated year or when their successors are appointed as provided herein, whichever is later. No member shall serve more than 2 (two) terms.

D. Initial Members and Terms: The initial members shall be appointed for the terms set forth as follows: one (1) member shall be appointed for a term expiring December 31, 2017; two (2) members shall be appointed for a term expiring December 31, 2018; two (2) members shall be appointed for a term expiring December 31, 2019; and two (2) members shall be appointed for a term expiring December 31, 2020.

E. Removal: The Mayor with approval of the Board of Aldermen may remove any member of the Board of Commissioners for misconduct or neglect of duty upon written charges and after a public hearing.

F. Vacancies: Vacancies on the Board of Commissioners, occasioned by removal, resignation, expiration of term, or otherwise, shall be reported in writing to the Mayor by the Board of Commissioners. The vacancy shall be filled in the manner described below no later than thirty (30) days after the date of said report to the Mayor. Appointments to fill vacancies shall be for the unexpired portion of a term only. The Aldermen/Alderwomen of the ward(s) in which the neighborhood is located shall propose to the Mayor a slate of candidate(s) for a vacancy on the Board of Commissioners and will solicit input from the neighborhood in making a selection. In developing a slate, the Aldermen/Alderwomen of the ward(s) will consider qualified property owners, renters, and business owners within the neighborhood with careful attention to representing all parts and interests of the neighborhood.

G. Compensation: The members of the Board of Commissioners shall serve without compensation of any kind.

SECTION FIVE. All District revenues collected hereunder by the Collector of Revenue, except for those revenues expended for the necessary costs of the establishment and administration of the District, and for collection fees for tax revenue collected hereunder, may be used to carry out any and all of the following improvements, services and activities of the District:

(1) To close existing streets or alleys or to open new streets and alleys or to widen or narrow existing streets and alleys in whole or in part;

(2) To construct or install pedestrian or shopping malls, plazas, sidewalks or moving sidewalks, parks, meeting and display facilities, convention centers, arenas, bus stop shelters, lighting, benches or other seating furniture, sculptures, telephone booths, traffic signs, fire hydrants, kiosks, trash receptacles, marquees, awnings, canopies, walls and barriers, paintings, murals, alleys, shelters, display cases, fountains, rest rooms, information booths, aquariums, aviaries, tunnels and ramps, pedestrian and vehicular overpasses and underpasses, and each and every other useful or necessary or desired improvement;

(3) To landscape and plant trees, bushes and shrubbery, flowers and each and every and other kind of decorative planting;

(4) To install and operate, or to lease, public music and news facilities;

(5) To purchase and operate buses, minibuses, mobile benches, and other modes of transportation;

(6) To construct and operate child-care facilities;

(7) To lease space within the district for sidewalk cafe tables and chairs;

(8) To construct lakes, dams, and waterways of whatever size;

(9) To provide special police or cleaning facilities and personnel for the protection and enjoyment of the property owners and the general public using the facilities of such business district;

(10) To maintain, as hereinafter provided, all city-owned streets, alleys, malls, bridges, ramps, tunnels, lawns, trees and decorative plantings of each and every nature, and every structure or object of any nature whatsoever constructed or operated by the said municipality;

(11) To grant permits for newsstands, sidewalk cafes, and each and every other useful or necessary or desired private usage

of public or private property;

(12) To prohibit or restrict vehicular traffic on such streets within the business district as the governing body may deem necessary and to provide the means for access by emergency vehicles to or in such areas;

(13) To lease, acquire, dispose of, construct, reconstruct, extend, maintain, or repair parking lots or parking garages, both above and below ground, or other facilities for the parking of vehicles, including the power to install such facilities in public areas, whether such areas are owned in fee or by easement;

(14) To promote business activity in the district by, but not limited to, advertising, decoration of any public place in the area, promotion of public events which are to take place on or in public places, furnishing of music in any public place, and the general promotion of trade activities in the district.

SECTION SIX. The District shall have all the powers necessary to carry out any and all activities and improvements authorized by law and may:

A. Cooperate with any public agencies and with any industry or business located within the District in the implementation of any project within the District;

B. Enter into any agreement with the City, any other public agency, any person, firm, or corporation to affect any of the provisions contained in Sections 71.790 through 71.808 R.S.Mo.;

C. Contract and be contracted with, sue and be sued and provide for insurance of all projects and property owned or managed by the District and for insurance covering all members of the Board of Commissioners and employees and agents of the District, providing for coverage of such risks and with such limits as the Board of Commissioners may deem proper;

D. Accept gifts, grants, loans or contributions from the City, the United States of America, the State of Missouri, political subdivisions, foundations, other public or private agencies, individuals, partnerships, or corporations; and

E. Employ such managerial, engineering, legal, technical, clerical, accounting, and other assistance as the Board of Commissioners may deem advisable; the District may also contract with independent contractors for any such assistance.

SECTION SEVEN.

A. Annual Budget. The Board of Commissioners shall file with the Board of Aldermen an annual budget for the District, which shall set forth the projected revenues and expenditures for the ensuing year, not later than the first day of November each year; provided, however, that no such proposed annual budget shall be filed with the Board of Aldermen until after the date the Board of Commissioners conducts a public hearing within the District on any such proposed annual budget. Notice of any such public hearing shall be published at least ten (10) days prior to the hearing in a daily, twice-weekly, weekly or biweekly newspaper of general circulation within the District; and provided further, that in addition to showing the time, date and place of the hearing, the notice shall also show the complete proposed annual budget. The Board of Commissioners shall not expend any funds collected by the Collector of Revenue inconsistent with or until an annual budget for the expenditure of such funds is approved by the Board of Aldermen by Resolution. If the Board of Aldermen does not act on said budget by Resolution within thirty (30) days of its filing, said budget will presume to have been approved by the Board of Aldermen.

B. Annual Report. The Board of Commissioners shall also file an annual report with the Board of Aldermen, which shall set forth the programs, revenues and expenditures of the District for the previous calendar year, not later than the first day of March each year.

SECTION EIGHT. The City shall not decrease the level of municipally funded services in the District existing prior to the creation of the District, unless the services at the same time are decreased throughout the City, nor shall the City discriminate in the provision of new municipally funded services between areas included in the District and areas not so included.

SECTION NINE. The tax levy authorized in Section Two shall not be effective unless and until the following proposition, submitted to the qualified voters residing in the District at a special election in the District to be held on April 7, 2015, shall receive in its favor the votes of the majority of the qualified voters voting at said election for or against said proposition. Said proposition shall be in substantially the following form:

OFFICIAL BALLOT

Shall the Lafayette Square Special Business District be authorized to impose a tax on owners of real property in a sum not to exceed \$.85 per \$100.00 assessed valuation for the tax years, 2015, 2016, 2017, 2018 and 2019 on all real property located in the Lafayette Square Special Business District as defined in Ordinance No. _____, approved _____, (Board Bill No. _____) for the purposes as set forth in said Ordinance?

_____ YES

_____ NO

SECTION TEN. If any section, subsection, sentence, clause, phrase, or portion of this ordinance is held to be invalid or unconstitutional, or unlawful for any reason, by any court of competent jurisdiction, such portion shall be deemed and is hereby declared to be separate, distinct and independent provisions of this ordinance, and such holding or holdings shall not affect the validity of the remaining portions of this ordinance.

SECTION ELEVEN: The Board of Aldermen hereby finds and determines that this Ordinance constitutes an "emergency measure" pursuant to Article IV, Section 20 of the City Charter, because this Ordinance establishes the Lafayette Square Special Business District, which is a taxing district, and as such, this Ordinance shall take effect immediately upon its approval by the Mayor as provided in Article IV, Section 20 of the City Charter.

Approved: January 26, 2015

**ORDINANCE #69924
Board Bill No. 218**

An ordinance submitting to the qualified voters residing in the Lafayette Square Special Business District as designated in Ordinance No. _____, approved _____, 2015 (Board Bill No. _____) a proposal to levy a tax on the real property located in said district; submitting said proposal to the voters of said district at an Election on April 7, 2015; and containing an emergency clause.

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

SECTION ONE. The following proposition is hereby submitted to the qualified voters residing in the Lafayette Square Special Business District, as designated in Ordinance No. _____, approved _____, (Board Bill No. _____) and shall be voted upon at the election to be held as hereinafter provided. The proposition shall read substantially in words and figures as follows: Shall the Lafayette Square Special Business District be authorized to impose a tax on owners of real property in a sum not to exceed \$.85 per \$100.00 assessed valuation for the tax years, 2015, 2016, 2017, 2018 and 2019 on all real property located in the Lafayette Square Special Business District as defined in Ordinance No. _____, approved _____, (Board Bill No. _____) for the purposes as set forth in said Ordinance?

_____ YES

_____ NO

SECTION TWO. The foregoing proposition shall be submitted to qualified voters residing in the Lafayette Square Special Business District at a special election in said District to be held on Tuesday, April 7, 2015. If the proposition shall receive in its favor the votes of the majority of the qualified voters voting at said election for or against said proposition, the tax as set forth within said proposition shall be authorized and adopted and become part of the laws of the City of St. Louis from the date of said election. The qualified voters may, at such election, vote a ballot substantially in the following form:

OFFICIAL BALLOT

Shall the Lafayette Square Special Business District be authorized to impose a tax on owners of real property in a sum not to exceed \$.85 per \$100.00 assessed valuation for the tax years, 2015, 2016, 2017, 2018 and 2019 on all real property located in the Lafayette Square Special Business District as defined in Ordinance No. _____, approved _____, (Board Bill No. _____) for the purposes as set forth in said Ordinance?

_____ YES

_____ NO

SECTION THREE. Notice of the election on such proposition shall be published and said election shall be conducted in the manner provided by law.

SECTION FOUR. Immediately upon the passage and approval of this Ordinance, the City Register shall certify a copy thereof to the Board of Election Commissioners for the City of St. Louis for action and proceedings by said Board in accordance herewith and as required by law.

SECTION FIVE. The Board of Aldermen hereby finds and determines that this Ordinance constitutes an "emergency measure" pursuant to Article IV, Section 20 of the City Charter, because this Ordinance calls and provides for an election and vote by the people and, as such, this Ordinance shall take effect immediately upon its approval by the Mayor as provided in Article IV, Section 20 of the City Charter.

Approved: January 26, 2015