ORDINANCE #67179
Board Bill No. 116

AN ORDINANCE RECOMMENDED BY THE BOARD OF ESTIMATE AND APPORTIONMENT AUTHORIZING THE CITY OF ST. LOUIS, MISSOURI TO ASSIGN TIF REVENUES AND MUNICIPAL REVENUES ATTRIBUTABLE TO THE SOUTHTOWN REDEVELOPMENT AREA FOR THE PURPOSE OF PAYING THE PRINCIPAL AND INTEREST ON CERTAIN BONDS TO BE ISSUED BY THE INDUSTRIAL DEVELOPMENT AUTHORITY OF THE CITY OF ST. LOUIS, MISSOURI; AUTHORIZING THE CITY TO EXECUTE CERTAIN DOCUMENTS RELATED THERETO; AND 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.

WHEREAS, the City of St. Louis, Missouri (the ***"City"***) is authorized and empowered under the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 to 99.865, inclusive, of the Revised Statutes of Missouri (2000), as amended (the ***"TIF Act"***), to issue notes for the purpose of providing funds to finance the costs of certain redevelopment projects and to pay certain costs related to the issuance of such notes; and

WHEREAS, pursuant to Ordinance No. 65937 approved August 3, 2003 (the ***"Approving Ordinance"***), the City (a) approved a redevelopment plan attached thereto (the ***"Redevelopment Plan"***) for redevelopment of a certain area within the City of St. Louis, Missouri (the ***"Redevelopment Area"***), (b) adopted the redevelopment project described in the Redevelopment Plan (the ***"Redevelopment Project"***), (c) adopted tax increment financing within the Redevelopment Area, and (d) established the "City of St. Louis, Missouri, Special Allocation Fund for the Southtown Redevelopment Project" (the ***"Special Allocation Fund"***); and

WHEREAS, pursuant to Ordinance No. 65938 approved August 3, 2003 (the ***"Authorizing Ordinance"***), the City designated Southtown Realty, LLC as developer of the Redevelopment Area (the ***"Developer"***), and approved the execution of a Redevelopment Agreement by and between the City and the Developer dated as of August 15, 2003, and amended by that First Amendment to Redevelopment Agreement dated as of [November 24, 2005] (collectively, the ***"Redevelopment Agreement"***); and

WHEREAS, on August 22, 2003, the Board of Aldermen of the City adopted Ordinance No. 65972 (the ***"Note Ordinance"***), authorizing the issuance of its Tax Increment Financing Note (Southtown Redevelopment Project) in an aggregate principal amount not to exceed $7,500,000 (the ***"Note"***); and

WHEREAS, pursuant to the Note Ordinance, the Note is payable solely from the TIF Revenues (hereinafter defined) deposited in the Special Allocation Fund; and

WHEREAS, the Note was initially issued on March 30, 2005, and is currently outstanding in an aggregate principal amount of $7,500,000, plus accrued interest; and

WHEREAS, the Board of Directors of The Industrial Development Authority of the City of St. Louis, Missouri (the ***"Authority"***) will consider a resolution (the ***"Bond Resolution"***) authorizing the issuance of up to $7,500,000, aggregate principal amount of Tax Increment Refunding Revenue Bonds, Series 2006 (Southtown Redevelopment Project) (the ***"Bonds"***) pursuant to a certain Trust Indenture between the Authority and the trustee named therein (the ***"Trustee***") for the purposes of refunding a portion of the Note, funding capitalized interest on the Bonds, funding a debt service reserve fund, and paying the costs of issuance of the Bonds; and

WHEREAS, the City desires to refund a portion of the Note in order to expedite the retirement of all TIF obligations issued under the Redevelopment Plan; and

WHEREAS, the Board of Aldermen of the City hereby finds it is advisable, necessary and in the best interests of the City to refund a portion of the Note with the proceeds of the Bonds, and to direct the TIF Revenues and Municipal Revenues (as hereinafter defined) to payment of the principal of and interest on the Bonds.

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

Section 1. Definitions.

"Economic Activity Taxes" means fifty percent of the total additional revenues from taxes imposed by the City or other taxing districts (as that term is defined in Section 99.805(16) of the TIF Act) and which are generated by economic activities within Redevelopment Area over the amount of such taxes generated by economic activities within Redevelopment Area in the calendar year ending December 31, 2002, as defined and described in Sections 99.805(4) and 99.845 of the TIF Act, but excluding therefrom personal property taxes, taxes imposed on sales or charges for sleeping rooms paid by transient guests of hotels and motels, licenses, fees or special assessments, taxes levied pursuant to Section 70.500, RSMo., as amended, and taxes levied for the purpose of public transportation pursuant to Section 94.660, RSMo., as amended, all as provided in Section 99.845 of the TIF Act, as amended from time to time.

"Municipal Revenues" means, while tax increment financing remains in effect and, subject to annual appropriation, the total additional revenue from taxes, penalties and interest that do not otherwise constitute TIF Revenues hereunder, and which are imposed by the City and are generated by economic activities within the area of the Redevelopment Project over the amount of such taxes generated by economic activities within the area of the Redevelopment Project in the calendar year ended December 31, 2002, while tax increment financing remains in effect, but excluding personal property taxes, taxes imposed on sales or charges for sleeping rooms paid by transient guests of hotels and motels, taxes levied pursuant to Section 70.500 of the Revised Statutes of Missouri, as amended, or taxes levied for the purpose of public transportation pursuant to Section 94.660 of the Revised Statutes of Missouri, as amended, licenses, fees or special assessments other than payments in lieu of taxes and penalties and interest thereon.

"Payments in Lieu of Taxes" means those payments in lieu of taxes (as defined in Sections 99.805(10) and 99.845 of the TIF Act), if any, attributable to the increase in the current equalized assessed valuation of all taxable lots, blocks, tracts and parcels of real property in the Redevelopment Area over and above the certified total initial equalized assessed valuation of the real property in the Redevelopment Area, as provided for by Section 99.845 of the TIF Act.

"Special Allocation Fund" means the City's Special Allocation Fund created for the Redevelopment Area by the Approving Ordinance in accordance with Section 99.845 of the TIF Act.

"TDD Revenues" means all revenues of the TDD Sales Tax (less the District's reasonable operating costs, not to exceed $15,000 for calendar year 2006, and $15,000 annually thereafter, payable semiannually and less the City's one percent (1%) collection fee) that have been appropriated by the District to the payment of the Bonds, but not including (i) any amount paid under protest until the protest is withdrawn or resolved against the taxpayer and (ii) any sum received by the District which is the subject of a suit or other claim communicated to the District, which suit or claim challenges the collection of such sum.

"TIF Monitor" means an urban planner, urban consultant or certified public accountant, or firm of urban planners, urban consultants or certified public accountants selected according to the Indenture and who periodically reviews the method of calculating and the calculations regarding TIF Revenues on deposit in the Special Allocation Fund, Municipal Revenues and TDD Revenues.

"TIF Revenues" means: (1) payments in lieu of taxes (as that term is defined in Section 99.805(10) of the TIF Act) attributable to the increase in the current equalized assessed valuation of each taxable lot, block, tract, or parcel of real property located within the Redevelopment Area over and above the initial equalized assessed value (as that term is used and described in Section 99.845.1 of the TIF Act) of each such unit of property, as paid to the City Treasurer by the City Collector of Revenue during the term of the Redevelopment Plan and the Southtown Redevelopment Project, and (2) fifty percent (50%) of the total additional revenues from taxes which are imposed by the City or other taxing districts (as that term is defined in Section 99.805(16) of the TIF Act) and which are generated by economic activities within the Redevelopment Area over the amount of such taxes generated by economic activities within the Redevelopment Area in the calendar year ending December 31, 2002 (subject to annual appropriation by the City as provided in the TIF Act), as defined and described in Sections 99.805(4) and 99.845 of the TIF Act, but excluding therefrom personal property taxes, taxes imposed on sales or charges for sleeping rooms paid by transient guests of hotels and motels, licenses, fees or special assessments, taxes levied pursuant to Section 70.500 of the Revised Statutes of Missouri, as amended, and taxes levied for the purpose of public transportation pursuant to Section 94.660 of the Revised Statutes of Missouri, as amended, all as provided in Section 99.845 of the TIF Act, as amended from time to time. Notwithstanding the foregoing, TIF Revenues shall not include the operating levy for school purposes imposed by or any sales tax imposed by the Transitional School District of the City of St. Louis.

Section 2. Findings and Determinations. The Board of Aldermen hereby finds and determines that it is necessary and in the best interests of the City to enter into: (a) a Financing Agreement with the Authority for purposes of directing the TIF Revenues, Municipal Revenues and TDD Revenues to payment of the Bonds (the ***"Financing Agreement"***) attached hereto as

Exhibit A and incorporated herein by reference; (b) a Continuing Disclosure Agreement with UMB Bank, N.A., as dissemination agent, for purposes of providing information for the benefit of the Owners and Beneficial Owners of the Bonds and in order to assist the Participating Underwriter in complying with the requirements of the rules of continuing disclosure (the ***"Disclosure Agreement"***) attached hereto as **Exhibit B** and incorporated herein by reference; and (c) the Tax Compliance Agreement among the City, the Authority and the Trustee pertaining to the use and investment of the proceeds of the Bonds and the establishment and maintenance of the tax-exempt status thereof, attached hereto as **Exhibit C** and incorporated herein by reference (the ***"Tax Agreement,"*** and with the Financing Agreement and the Disclosure Agreement, the ***"Bond Documents"***).

Section 3. Nature of Obligations. The Bonds and the interest thereon shall not constitute an indebtedness of the City, the Authority, or the State of Missouri within the meaning of any constitutional or statutory debt limitation or restriction. The City has authorized and requested that the Authority designate the Bonds as special, limited obligations of the Authority. The obligation of the City to make payments of Economic Activity Taxes and Municipal Revenues is subject to annual appropriation pursuant to Section 4 hereof. The taxing power of the City is not pledged to the payment of the Bonds either as to principal or interest or to the payment of TIF Revenues under any financing agreement related thereto.

Section 4. Appropriating, Pledging and Assigning of Certain Revenues. The City hereby pledges to transfer all Payments in Lieu of Taxes and, subject to annual appropriation, all Economic Activity Taxes and Municipal Revenues to the Trustee in accordance with the hereinafter approved the Financing Agreement. The City covenants and agrees that the officer of the City at any time charged with the responsibility of formulating budget proposals is hereby directed to include in the budget proposal submitted to the Board of Aldermen of the City for each fiscal year that the Bonds are Outstanding a request for an appropriation of the Economic Activity Taxes on deposit in the Special Allocation Fund and all Municipal Revenues.

Section 5. Reporting of Revenue Data. The City hereby agrees that it shall provide to the TIF Monitor (a) on a monthly basis, a report of all sales tax revenues (that are Economic Activity Taxes) received for the previous month; (b) on a monthly basis, a report on all Municipal Revenues received from the previous month; and (c) on a quarterly basis, a report of all Economic Activity Taxes (that are not sales tax revenues) and Payments in Lieu of Taxes received for the previous quarter. In addition, the City agrees to cooperate with the TIF Monitor for verification of calculations and deposits of the TIF Revenues.

Section 6. Authority and Direction to Execute and Deliver City Documents. The City is hereby authorized to enter into, and the Mayor and the Comptroller and such other officers of the City as are appropriate are hereby authorized and directed to execute, seal, attest and deliver, for and on behalf of and as the act and deed of the City the Bond Documents, each with such changes as shall be approved by the City Counselor and by the appropriate officers of the City executing such documents, such officers' signatures thereon being conclusive evidence of their approval thereof. The Mayor, the Comptroller, and other appropriate officers, agents and employees of the City, with the advice and concurrence of the City Counselor, are hereby further authorized and directed to participate with the Authority and the underwriter of the Bonds in the preparation of the preliminary Official Statement and final Official Statement, and to execute and deliver such continuing disclosure agreements as are necessary and desirable in order to assist the underwriter of the Bonds in complying with Rule 15c2-12 of the Securities and Exchange Commission. All documents, certificates and instruments approved in this Section are collectively referred to herein as the "City Documents."

Section 7. Further Authority. The Mayor, the Comptroller, the Treasurer (as to permitted investments only) and other appropriate officers, agents and employees of the City are hereby authorized to take such further actions and execute such other documents as may be necessary or desirable to carry out and comply with the intent of this Ordinance, and to carry out, comply with and perform the duties of the City with respect to the City Documents.

Section 8. Severability. It is hereby declared to be the intent 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 9. 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 10. Governing Law. This Ordinance shall be governed exclusively by and construed in accordance with the

applicable laws of the State of Missouri.

EXHIBIT A
FORM OF FINANCING AGREEMENT
(Attached hereto.)

EXHIBIT B
FORM OF CONTINUING DISCLOSURE AGREEMENT
(Attached hereto.)

EXHIBIT C
FORM OF TAX COMPLIANCE AGREEMENT
(Attached hereto.)

CONTINUING DISCLOSURE AGREEMENT

This Continuing Disclosure Agreement dated as of _____ ___, 20___ (the ***"Disclosure Agreement"***) is executed and delivered by the **CITY OF ST. LOUIS, MISSOURI,** a home rule city and political subdivision duly organized and existing under the laws of the State of Missouri (the ***"City"***) and **UMB BANK, N.A.,** a national banking association, as dissemination agent (the ***"Dissemination Agent"***) in connection with the issuance by The Industrial Development Authority of the City of St. Louis, Missouri, a public corporation organized and existing under the laws of the State of Missouri (the ***"Authority"***) of its Tax Increment Refunding Revenue Bonds, Series 2006 (Southtown Redevelopment Project) in the aggregate principal amount of $[PP] (the ***"Bonds"***). The Bonds are being issued pursuant to the constitution and laws of the State of Missouri and a Trust Indenture dated as of _____ 1, 2006 between the Authority and UMB Bank, N.A., as Trustee (the ***"Indenture"***), for the purpose of (a) refunding a portion of the City's Tax Increment Revenue Notes, Series 2005 (Southtown Redevelopment Project) (the ***"Series 2005 Notes"***) (b) funding capitalized interest, (c) funding a debt service reserve fund for the Bonds, and (d) paying the costs of issuance of the Bonds, as more fully described herein and in the Indenture. The City and the Trustee covenant and agree as follows:

Section 1. Purpose of the Disclosure Agreement. This Disclosure Agreement is being executed and delivered by the City and the Dissemination Agent for the benefit of the Owners and Beneficial Owners of the Bonds and in order to assist the Participating Underwriter in complying with the requirements of the Rule. The City has determined that the City is the only "obligated person" with responsibility for continuing disclosure within the meaning of the Rule. The City acknowledges that although The Southtown Transportation Development District (the ***"District"***) is an "obligated person" within the meaning of the Rule, the City has assumed responsibility for obtaining from the District, and the District has covenanted in its Closing Certificate to provide to the City, a copy of the District's annual audited financial statements so as to enable the City to provide the information required pursuant to **Section 3(a)**.

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

"Annual Report" shall mean any Annual Report provided by the City pursuant to, and as described in, Section 3 of this Disclosure Agreement.

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

"Bond Counsel" means Armstrong Teasdale LLP, St. Louis, Missouri, or other attorneys or firm of attorneys with a nationally recognized standing in the field of municipal bond financing selected by the City.

"Central Post Office" means DisclosureUSA, any successor thereto, or any other conduit entity recognized, authorized or approved by the Securities and Exchange Commission for the submission of Annual Reports and any Notice of Material Event to the Repositories. The Central Post Office currently approved by the Securities and Exchange Commission is set forth on **Exhibit A**.

"Disclosure Representative" shall mean the City Clerk, on behalf of the City, or his or her successors or designees, or such other person as the City shall designate in writing to the Trustee from time to time.

"Dissemination Agent" shall mean UMB Bank, N.A., acting in its capacity as Dissemination Agent hereunder, or any successor Dissemination Agent designated in writing by the City and which has filed with the Trustee a written acceptance of such designation if the Trustee is not the Dissemination Agent.

"Financing Agreement" means the Financing Agreement dated as of _____ 1, 2006, by and between the Authority and the City, and as amended from time to time in accordance with its terms.

"Listed Events" shall mean any of the events listed in Section 4(a) of this Disclosure Agreement.

"National Repository" shall mean any Nationally Recognized Municipal Securities Information Repository for purposes of the Rule. The National Repositories currently approved by the Securities and Exchange Commission are set forth in Exhibit A.

"Notice of Material Event" shall mean any notice provided pursuant to Section 4(f).

"Participating Underwriter" shall mean the original underwriters of the Bonds required to comply with the Rule in connection with offering of the Bonds.

"Repository" shall mean each National Repository and each State Repository.

"Rule" shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

"State" shall mean the State of Missouri.

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

Section 3. Provision of Annual Reports.

(a) The City shall, or shall cause the Dissemination Agent to, not later than one hundred eighty (180) days after the end of the City's fiscal year (which currently ends June 30 of each year), commencing with the report for the fiscal year ending [June 30, 2007], provide to any person who requests it and to each National Repository and the State Repository, if any, the following financial information and operational data (the Annual Report"):

(i) the City's audited financial statements for the City's most recently ended fiscal year and the District's unaudited financial statements (audited when required by law) for the District's most recently ended fiscal year, prepared in accordance with standards as promulgated from time to time by the Government Accounting Standards Board. If such audited financial statements are not then available, the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the final Official Statement and the audited financial statements shall be filed in the same manner as the Annual Report when they become available:

(ii) If received by the City upon written request made of Southtown Realty, LLC, or any successor thereto as owner of Southtown Center, the information set forth in the "SUMMARY OF LEASES" section of the final Official Statement related to the Bonds in substantially the same format as in the "SUMMARY OF LEASES section of the Official Statement. This information shall be limited to name of tenant, size of premises, term of lease and permitted use and shall be provided subject to the provisions of the acknowledgement executed by any such party.

(b) Requests for copies of the Annual Report and notices of material events should be addressed to:

UMB Bank, N.A.
Corporate Trust Division

2 South Broadway, Suite 435
St. Louis, Missouri 63102
Telephone: (314) 612-8044

(c) The Annual Report may be made available or submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in **Section 4(d)** of this Disclosure Agreement; provided that the audited financial statements of the City may be made available or submitted separately from the balance of the Annual Report and later than the date required above for the filing of the Annual Report if they are not available by that date. If the City's fiscal year changes, it shall give notice of such change in the same manner as a Notice of Material Event under **Section 4(f)**.

(d) The Annual Report may include by specific reference other documents, including official statements of debt issues, with respect to which the City is an "obligated person" (as defined by the Rule), which have been filed with each of the Repositories, the Municipal Securities Rulemaking Board or the Securities and Exchange Commission. If the document included by reference is a final official statement, it must be available from the Municipal Securities Rulemaking Board. The City shall clearly identify each such other document so included by reference.

(e) Not later than fifteen (15) Business Days prior to the date specified in **subsection (a)** of this Section for making available or providing the Annual Report to any person who requests it and to each National Repository and the State Repository, if any, the City shall provide its audited financial statements (if then available) and the remainder of the Annual Report to the Dissemination Agent and the Trustee (if the Trustee is not the Dissemination Agent). If by such date the Dissemination Agent has not received a copy of the Annual Report, the Dissemination Agent shall contact the City and request that the City comply with the first sentence of this **subsection (e).**

(f) If the Dissemination Agent has not received an Annual Report by the date required in **subsection (e)** of this Section, the Dissemination Agent shall so notify (i) each National Repository or to the Municipal Securities Rulemaking Board and the State Repository, if any, (ii) the City, (iii) the Participating Underwriter, and (iv) the Trustee (if the Trustee is not the Dissemination Agent).

(g) The Dissemination Agent shall:

1. determine each year prior to the date for providing the Annual Report the name and address of each National Repository and the State Repository, if any; and

2. provide notice to the City, and the Trustee (if the Trustee is not the Dissemination Agent) certifying that the Annual Report has been filed with each National Repository and the State Repository, if any; and

3. provide a copy of the Annual Report to any person who requests it pursuant to subsection (b) above.

Section 4. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section, the City shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds, if material:

1. principal and interest payment delinquencies;

2. non-payment related defaults;

3. unscheduled draws on debt service reserves reflecting financial difficulties;

4. unscheduled draws on credit enhancements reflecting financial difficulties;

5. substitution of credit or liquidity providers, or their failure to perform;

6. adverse tax opinions or events affecting the tax-exempt status of the Bonds;

7. modifications to the rights of owners of the Bonds;

8. optional, contingent or unscheduled Bond calls;

9. defeasances;

10. release, substitution, or sale of property securing repayment of the Bonds; and

11. ratings changes.

(b) The Dissemination Agent shall, within one (1) Business Day of obtaining actual knowledge of the occurrence of any of the Listed Events contact the Disclosure Representative, inform such person of the event, and request that the City promptly notify the Dissemination Agent in writing whether or not to report the event pursuant to subsection (f) of this Section. For the purpose of this Disclosure Agreement, "actual knowledge" of the Listed Events shall mean knowledge by an officer of the Dissemination Agent with responsibility for matters related to this Disclosure Agreement.

(c) Whenever the City obtains knowledge of the occurrence of a Listed Event because of a notice from the Dissemination Agent pursuant to **subsection (b)** of this Section or otherwise, the City shall as soon as possible determine if such event would be material under applicable federal securities laws.

(d) If actual knowledge of the occurrence of a Listed Event would be material under applicable federal securities laws, the City shall promptly notify the Dissemination Agent in writing. Such notice shall instruct the Dissemination Agent to report the occurrence pursuant to **subsection (f)** of this Section.

(e) If in response to a request under **subsection (b)** of this Section, the City determines that the Listed Event would not be material under applicable federal securities laws, the City shall so notify the Dissemination Agent in writing and instruct the Dissemination Agent not to report the occurrence pursuant to **subsection (f)** of this Section.

(f) If the Dissemination Agent has been instructed by written notice from the City to report the occurrence of a Listed Event, the Dissemination Agent shall file a notice of such occurrence (each a ***"Notice of Material Event"***) with each National Repository or with the Municipal Securities Rulemaking Board and the State Repository, if any, with a copy to the City, the Trustee, and the Participating Underwriter. Notwithstanding the foregoing, a Notice of Material Events with respect to the Listed Events described in subsection (a) of this Section need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to the Beneficial Owners of affected Bonds pursuant to the Indenture.

Section 5. Central Post Office. The City authorizes and directs the Dissemination Agent to use the Central Post Office for the submission of Annual Reports and Notices of Material Event for so long as there is any Central Post Office recognized, authorized or approved by the Securities and Exchange Commission. Submission of an Annual Report or a Notice of Listed Event by the City or the Dissemination Agent to the Central Post Office shall be deemed to satisfy the Dissemination Agent's obligations under this Continuing Disclosure Agreement with respect to that Annual Report or Notice of Material Event unless the City has actual notice that the Central Post Office has failed to deliver the Annual Report or Notice of Material Event to the Repositories.

Section 6. Termination of Reporting Obligation. The City's obligations under this Disclosure Agreement shall terminate upon the defeasance, prior redemption or payment in full of all of the Bonds. This Disclosure Agreement shall also terminate upon (i) the Rule being withdrawn, retroactively repealed, or having been found by a court of competent jurisdiction to be invalid in a non-appealable action; or (ii) receipt by the Dissemination Agent, the Trustee (if the Trustee is not the Dissemination Agent) and the City of an opinion of Bond Counsel to the effect that the Rule is no longer applicable to the Bonds. If the City's obligations under the Financing Agreement are assumed in full by some other entity, such person shall be responsible for compliance with this Disclosure Agreement in the same manner as if it were the City and the City shall have no further responsibility hereunder. If such termination or substitution occurs prior to the final maturity of the Bonds, the City shall give notice of such termination or substitution in the same manner as for a Notice of Material Event under **Section 4(a).** Notwithstanding the foregoing, the obligations of the City contained in **Section 11** hereof shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

Section 7. Dissemination Agent. The City may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Agreement, and may discharge any such Dissemination Agent, with or without

appointing a successor Dissemination Agent. The Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the City pursuant to this Disclosure Agreement. The Dissemination Agent may resign at any time by providing thirty (30) days' written notice to the City. The Dissemination Agent shall also have no duty or obligation to determine the materiality of a Listed Event and shall not be deemed to be acting in any fiduciary capacity for the City, any Beneficial Owner or any other party. If at any time there is not any other designated Dissemination Agent, the Trustee shall be the Dissemination Agent. The initial Dissemination Agent shall be UMB Bank, N.A.

Section 8. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Agreement, the City and the Dissemination Agent may amend this Disclosure Agreement (and the approval of an amendment by the Dissemination Agent shall not be unreasonably withheld) and any provision of this Disclosure Agreement may be waived, provided Bond Counsel provides the Dissemination Agent and the City with its opinion that the undertaking of the City, as so amended or after giving effect to such waiver, is in compliance with the Rule and all current amendments thereto and interpretations thereof that are applicable to this Disclosure Agreement.

In the event of an amendment or waiver of any provision of this Disclosure Agreement (other than an amendment relating to accounting principles), the City shall describe such amendment in the next Annual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or, in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the City. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (i) notice of such change shall be given in the same manner as for a Notice of Listed Material, and (ii) the Annual Report for the year in which the change is made shall present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

Section 9. Additional Information. Nothing in this Disclosure Agreement shall be deemed to prevent the City from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in any Annual Report or Notice of Material Event, in addition to that which is required by this Disclosure Agreement. If the City chooses to include any information in any Annual Report or Notice of Material Event, in addition to that which is specifically required by this Disclosure Agreement, the City shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Report or Notice of Material Event.

Section 10. Default. In the event of a failure of the City or the Dissemination Agent to comply with any provision of this Disclosure Agreement, the Dissemination Agent or the Trustee may (and, at the request of any Participating Underwriter or the Beneficial Owners of at least twenty-five percent (25%) aggregate principal amount of Outstanding Bonds and indemnified for its costs, shall), or any Owner or Beneficial Owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City or the Dissemination Agent, as the case may be, to comply with its obligations under this Disclosure Agreement. A default under this Disclosure Agreement shall not be deemed an event of default under the Financing Agreement or Indenture, and the sole remedy under this Disclosure Agreement in the event of any failure of the City or the Dissemination Agent to comply with this Disclosure Agreement shall be an action to compel performance.

Section 11. Duties, Immunities and Liabilities of Trustee and Dissemination Agent. Section 6.1 of the Financing Agreement is hereby made applicable to this Disclosure Agreement and the Dissemination Agent as if such article were (solely for this purpose) contained in this Disclosure Agreement. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement, and the City agrees, to the extent permitted under applicable law, to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including reasonable attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The Dissemination Agent shall have no responsibility for the City's failure to report a Listed Event to the Dissemination Agent. The obligations of the City under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds. No provision of this Disclosure Agreement shall be interpreted to limit, prohibit or affect any right of the City or the Trustee to provide notice to the Beneficial Owners of the Bonds or any other person pursuant to the terms of the Indenture.

Section 12. Notices. Any notices or communications to or among any of the parties to this Disclosure Agreement shall be given in the manner and to the addresses set forth for the City and the Trustee, and to the Dissemination Agent at the address set forth for the Trustee, in the Financing Agreement or Indenture. Any person may, by written notice to the other persons, designate a different address or telephone number(s) to which subsequent notices or communications should be sent.

Section 13. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the City, the Trustee, the Dissemination Agent, the Participating Underwriter, and Owners and Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

Section 14. Counterparts. This Disclosure 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 15. Governing Law. This Disclosure Agreement shall be governed by the laws of the State applicable to contracts performed wholly therein and without reference to its choice of laws principles.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, UMB Bank, N.A., has caused this Continuing Disclosure Agreement to be signed in its name and on its behalf by one of its duly authorized officers as of the day first above written.

UMB BANK, N.A., as Dissemination Agent

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the City of St. Louis, Missouri, has caused these presents 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.

CITY OF ST. LOUIS, MISSOURI

By: _____
Francis G. Slay
Mayor

[SEAL]

ATTEST:

By:_____
Parrie May
City Register

FINANCING AGREEMENT

---

between
THE INDUSTRIAL DEVELOPMENT AUTHORITY
OF THE CITY OF ST. LOUIS, MISSOURI
and
CITY OF ST. LOUIS, MISSOURI

Relating to

$[PP]
The Industrial Development Authority of the City of St. Louis, Missouri
Tax Increment Refunding Revenue Bonds
Series 2006
(Southtown Redevelopment Project)

Dated as of _____ ___, 2006

The rights, title and interest of The Industrial Development Authority of the City of St. Louis, Missouri, to this Financing Agreement have been assigned to UMB Bank, N.A., as Trustee under the Trust Indenture dated as of _____ ___, 2006, between The Industrial Development Authority of the City of St. Louis, Missouri, and the Trustee.

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ACKNOWLEDGEMENT OF OWNER

[Southtown Realty LLC] ("Southtown"), as owner of Southtown Center, acknowledges receipt of a copy of this Continuing Disclosure Agreement and agrees to update the information required under **Section 3(a)(ii)** herein to the City on an annual basis within sixty (60) days of the written request of the City; provided, however, Southtown's obligations hereunder shall terminate upon the sale or other conveyance of its interest in Southtown Center. Southtown agrees to cause any purchaser or transferee of its interest in Southtown Center to execute and deliver to the City a written acknowledgement and agreement to update the information required under **Section 3(a)(ii)** herein to the City on an annual basis within sixty (60) days of the written request of the City (which acknowledgment and agreement shall be in form and substance similar to this Acknowledgment). In the event Southtown (or any successor in ownership) fails to perform its obligations under this Acknowledgment, the sole remedy of the City shall be an action to compel performance. For purposes of **Section 3(a)(ii)**, Southtown's address is Southtown Realty LLC, c/o Developers Diversified Realty, 3300 Enterprise Parkway, Beachwood, Ohio, 44122, Attention: Gary Hough.

SOUTHTOWN REALTY, LLC, a Delaware limited liability company

By: _____
_____, _____

EXHIBIT A

This is a list of Nationally Recognized Municipal Securities Information Repositories (the ***"National Repositories"***) as of February 14, 2005, the most recent modification of the Securities and Exchange Commission (***"SEC"***) website described below. This list may change from time to time. The Disclosure Certificate requires that information and notices be provided to each of the National

Repositories and the State Repository, if any. This list should be checked for changes each time information or notice is to be provided. A current list of the National Repositories and the State Repository, if any, may be obtained from the SEC at its website at http://www.sec.gov/info/municipal/nrmsir.htm.

Bloomberg Municipal Repository
100 Business Park Drive
Skillman, NJ 08558
Phone: (609) 279-3225
Fax: (609) 279-5962
http://www.bloomberg.com/markets/rates/municontacts.html
Email: Munis@Bloomberg.com

DPC Data Inc.
One Executive Drive
Fort Lee, NJ 07024
Phone: (201) 346-0701
Fax: (201) 947-0107
http://www.dpcdata.com
Email: nrmsir@dpcdata.com

FT Interactive Data
Attn: NRMSIR
100 William Street, 15th Floor
New York, NY 10038
Phone: 212-771-6999; 800-689-8466
Fax: 212-771-7390
http://www.ftid.com
Email: NRMSIR@interactivedata.com

Standard & Poor's Securities Evaluations, Inc.
55 Water Street
45th Floor
New York, NY 10041
Phone: (212) 438-4595
Fax: (212) 438-3975
www.jjkenny.com/jjkenny/pser_descrip_data_rep.html
Email: nrmsir_repository@sandp.com

Any notices to or filings with the National Repositories and the State Repository, if any, may be effected by sending the notice or filing to Disclosure USA, in accordance with its published procedures, for further submission by Disclosure USA to the Repositories, as follows:

For electronic submissions: www.DisclosureUSA.org

For paper submissions
(permitted only through December 31, 2007):

Mailing Address: Disclosure USA
P.O. Box 684667
Austin, Texas 78768-4667

Physical Address: Disclosure USA
600 West 8th Street
Austin, Texas 78701

TAX COMPLIANCE AGREEMENT

---

among

CITY OF ST. LOUIS, MISSOURI

and

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

and

UMB BANK, N.A.,
as Trustee

$[PP]
The Industrial Development Authority of the City of St. Louis, Missouri
Tax Increment Refunding Revenue Bonds
Series 2006
(Southtown Redevelopment Project)

Dated as of _____ ___, 2006

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TAX COMPLIANCE AGREEMENT

This **TAX COMPLIANCE AGREEMENT** (this ***"Tax Agreement"***) is executed and delivered as of _____ ___, 2006, by and among the **CITY OF ST. LOUIS, MISSOURI** (the ***"City"***), **THE INDUSTRIAL DEVELOPMENT AUTHORITY OF THE CITY OF ST. LOUIS, MISSOURI** (the ***"Authority"***) and **UMB BANK, N.A.,** as Trustee (the ***"Trustee"***).

RECITALS

1. This Tax Agreement is being executed and delivered in connection with the issuance by the Authority of its Tax Increment Refunding Revenue Bonds, Series 2006 (Southtown Redevelopment Project) in an aggregate principal amount of $[PP] (the ***"Bonds"***), pursuant to a Resolution adopted by the Board of Directors of the Authority on _____ ___, 20___ (the ***"Bond Resolution"***), and that certain Trust Indenture dated as of the date hereof by and between the Authority and the Trustee (the ***"Indenture"***), for the purpose of (a) refunding a portion of the Series 2005 Notes currently outstanding, (b) funding capitalized interest, (c) funding a debt service reserve fund for the Bonds, and (d) paying the costs of issuance of the Bonds, as more fully described herein and in the Indenture.

2. The Internal Revenue Code of 1986, as amended (the ***"Code"***), and the applicable regulations and rulings issued by the U.S. Treasury Department with respect thereto (the ***"Regulations"***), impose certain limitations on the uses and investment of the Sale Proceeds and of certain other money relating to the Bonds and set forth the conditions under which interest on the Bonds will be excluded from gross income for federal income tax purposes.

3. The City, the Authority and the Trustee are executing this Tax Agreement in order to set forth certain representations, facts, expectations, terms and conditions relating to the use and investment of the Sale Proceeds and of certain other money relating thereto, in order to establish and maintain the exclusion of interest on the Bonds from gross income for federal income tax purposes and to provide guidance for complying with the arbitrage rebate provisions of Code §148(f).

NOW, THEREFORE, in consideration of the foregoing, and for the benefit of the holders of the Bonds, the City, the Authority and the Trustee represent, covenant and agree as follows:

ARTICLE I.
DEFINITIONS

Section 1.1. Definitions of Words and Terms. Except as otherwise provided herein or unless the context otherwise requires, capitalized words and terms used herein have the same meanings as set forth in Section 101 of the Indenture, and certain other words and phrases have the meanings assigned in Code §148 and the Regulations. In addition, the following words and terms used herein shall have the following meanings:

"Authority" means The Industrial Development Authority of the City of St. Louis, Missouri, and its successors and assigns.

"Available Construction Proceeds" means an amount of Bond proceeds equal to the issue price of the Bonds, plus investment earnings (a) on the issue price, (b) on amounts in any reasonably required reserve or replacement fund not funded from Bond proceeds and (c) on all of the foregoing earnings, minus the amount of the issue price (i) in any reasonably required reserve or replacement fund or (ii) used to pay issuance costs. If the Authority has elected under Code §148(f)(4)(C)(v) to treat a portion of the Bonds as a construction portion, then the references above to ***"the Bonds"*** shall refer only to the construction portion of the Bonds.

"Bona Fide Debt Service Fund" means a fund, which may include Bond proceeds, that—

(1) is used primarily to achieve a proper matching of revenues with principal and interest payments on the Bonds within each Bond Year; and

(2) is depleted at least once each Bond Year, except for a reasonable carryover amount not to exceed the greater of (A) the earnings on the fund for the preceding Bond Year, or (B) one-twelfth (1/12th) of the principal and interest payments on the Bonds for the preceding Bond Year.

"Bond" or ***"Bonds"*** means any bond or bonds of the Authority's Tax Increment Refunding Revenue Bonds, Series 2006 (Southtown Redevelopment Project), authenticated and delivered under and pursuant to the Indenture.

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

"Bond Resolution" means the resolution adopted by the Board of Directors of the Authority on _____ ___, 2006, authorizing the issuance of the Bonds pursuant to the Indenture for the purposes set forth in the Recitals hereof.

"Bond Year" means each one-year period (or shorter period for the first Bond Year) ending _____ ___ or such other one-year period as may be selected by the Authority in accordance with the Regulations.

"City" means the City of St. Louis, Missouri, and its successors and assigns.

"Code" means the Internal Revenue Code of 1986, as amended.

"Final Computation Date" means the date the last Bond is discharged.

"Financed Facilities" means all property to be provided by the Net Proceeds of the Bonds, including property financed or refinanced with such Net Proceeds.

"Gross Proceeds" means (1) Sale Proceeds; (2) investment proceeds (any amounts received from investing Sale Proceeds, other investment proceeds, or transferred proceeds); (3) any transferred proceeds; (4) any amounts held in a sinking fund for the Bonds; (5) any amounts held in a pledged fund or reserve fund for the Bonds; and (6) any other replacement proceeds.

"Guaranteed Investment Contract" means any Investment with specifically negotiated withdrawal or reinvestment provisions and a specifically negotiated interest rate, including any Certificate to supply Investments on two or more future dates (e.g., a forward supply contract).

"Installment Computation Date" means the fifth (5th) anniversary of the Issue Date or such other date as may be selected by the City in accordance with the Regulations, and each fifth (5th) anniversary thereof.

"Investment" means any security, obligation, annuity contract or other investment-type property which is purchased directly with, or otherwise allocated to, Gross Proceeds. Such term does not include obligations the interest on which is excluded from federal gross income, except for "specified private activity bonds" as such term is defined in Code §57(a)(5)(C).

"IRS" means the United States Internal Revenue Service.

"Issue Date" means _____ ___, 2006.

"Minor Portion" means the lesser of $100,000 or five percent (5%) of the Sale Proceeds.

"Net Proceeds" means the Sale Proceeds of the Bonds, less any proceeds deposited in a reasonably required reserve or replacement fund, plus all investment earnings on such Sale Proceeds.

"Net Sale Proceeds" means the Sale Proceeds of the Bonds, less the portion of those Sale Proceeds invested in a reasonably required reserve or replacement fund and as part of a Minor Portion.

"Project" means the Redevelopment Project and Transportation Project, collectively.

"Project Portion" means the portion of the Sale Proceeds used to finance new capital expenditures.

"Reasonable Retainage" means Gross Proceeds retained by the City for reasonable business purposes, such as to ensure or promote compliance with a construction contract; provided that such amount may not exceed (a) for purposes of the 18-month spending test, five percent (5%) of Net Sale Proceeds on the date eighteen (18) months after the Issue Date; or (b) for purposes of the two-year spending test, five percent (5%) of the Available Construction Proceeds as of the end of the two-year spending period.

"Rebate Analyst" means Bond Counsel, an independent certified public accountant, or such other person or firm selected by the Authority with the consent of the City to compute arbitrage rebate.

"Redevelopment Project" means the redevelopment project described in the Redevelopment Plan and the Redevelopment Agreement.

"Refunding Portion" means the portion of the Sale Proceeds used to refund the Series 2005 Notes.

"Regulations" means all regulations issued by the United States Treasury Department to implement the tax-exempt bond provisions of §§103 and 141 through 150 of the Code and applicable to the Bonds.

"Sale Proceeds" means any amounts actually or constructively received from the sale of the Bonds, including amounts used to pay underwriters' discount or compensation and accrued interest other than pre-issuance accrued interest.

"Series 2005 Notes" means the Tax Increment Refunding Revenue Notes, Series 2005 (Southtown Redevelopment Project) issued by the Authority.

"Tax Agreement" means this Tax Compliance Agreement, including the exhibits hereto, as originally executed and as it may from time to time be amended and supplemented in accordance with its terms.

"Transcript" means the Transcript of Proceedings relating to the authorization and issuance of the Bonds.

"Transportation Project" means the Transportation Project as defined in the Cooperation Agreement.

"Trustee" means UMB Bank, N.A., St. Louis, Missouri, and its successor or successors and any other association or corporation which at any time may be substituted in its place pursuant to and at the time serving as trustee under this Indenture.

"Underwriter" means Stifel, Nicolaus & Company, Incorporated, the initial purchaser of the Bonds.

"Yield" means, with respect to the Bonds, yield computed under §1.148-4 of the Regulations and, with respect to an investment, yield computed under §1.148-5 of the Regulations.

ARTICLE II.
GENERAL REPRESENTATIONS AND COVENANTS

Section 2.1. Representations and Covenants of the City. The City represents and covenants as follows:

(a) ***Organization and Authority.*** The City (1) is a home rule city and political subdivision of the State of Missouri, (2) has lawful power and authority to enter into, execute and deliver the Financing Agreement, the Cooperation Agreement, the Continuing Disclosure Agreement and this Tax Agreement (together, the ***"City Documents"***) and to carry out its obligations thereunder and hereunder, and (3) by all necessary corporate action has been duly authorized to execute the City Documents, acting by and through its duly authorized officers.

(b) ***Issuance of Bonds.*** The issuance by the Authority of the Bonds under the Indenture is in the best interests of the City and its inhabitants.

(c) ***Tax-Exempt Status of Bonds.*** The City covenants and agrees that money at any time on deposit in

the Funds and Accounts established under the Indenture shall be invested or reinvested by the City in the manner and to the extent therein provided. The City will not use any money on deposit in any Fund or Account maintained in connection with the Bonds, whether or not such money was derived from the Sale Proceeds or from any other source, in a manner that would cause the Bonds to be "arbitrage bonds," within the meaning of Code §148. The City will not otherwise use or permit the use of any Sale Proceeds or any other funds of the City, directly or indirectly, in any manner, and will not take any action, or permit any action to be taken, including without limitation any action with respect to the investment of the Sale Proceeds under the Indenture or any other moneys or securities deposited pursuant thereto that would adversely affect the exclusion of the interest on the Bonds from gross income for federal income tax purposes. The City will take whatever action, or refrain from whatever action, necessary to comply with the requirements of the Code to maintain the exclusion of the interest on the Bonds from gross income for federal income tax purposes.

(d) ***Private Business Use.*** More than ten percent (10%) of the Net Proceeds of the Bonds will be used for a "private business use" within the meaning of Code §141(b)(6).

(e) ***Private Security or Payment Test.*** The City covenants and agrees that it shall take no action or permit any action to be taken that would result in the "private security or payment test" under Code §141 being satisfied with respect to the Bonds. An issue meets the "private security or payment test" if the payment of the principal of, or the interest on, more than ten percent (10%) of the Sale Proceeds of such issue is (under the terms of such issue or any underlying arrangement) directly or indirectly (i) secured by any interest in property used or to be used for a private business use or payments in respect of such property or (ii) to be derived from payments (whether or not to the issuer) in respect of property, or borrowed money, used or to be used for a private business use.

(f) ***Private Loan Financing Test.*** The City covenants and agrees that it shall take no action or permit any action to be taken that would result in the "private loan financing test" under Code §141 being satisfied with respect to the Bonds. An issue meets the "private loan financing test" if the amount of the Sale Proceeds of the issue which are to be used (directly or indirectly) to make or finance loans (other than loans described in **clause (ii)** of **Section 2.1(e))** to persons other than governmental units exceeds the lesser of five percent (5%) of such Sale Proceeds or $5,000,000.

(g) ***Expenditure of Net Proceeds.*** The Net Proceeds of the Bonds (less amounts to be used to pay costs of issuance) will be used for the purposes set forth in the Recitals hereof.

(h) ***Registered Bonds.*** All of the Bonds will be issued and held in registered form within the meaning of Code §149(a).

(i) ***Bonds Not Federally Guaranteed.*** The City will not take any action or permit any action to be taken which would cause the Bonds to be "federally guaranteed" within the meaning of Code §149(b).

(j) ***Hedge Bonds.*** All of the Net Sale Proceeds of the Bonds will be used to carry out the governmental purpose of the Bonds within three (3) years after the Issue Date, and not more than fifty percent (50%) of the Sale Proceeds will be invested in investments having a substantially guaranteed yield for four (4) years or more.

(k) ***Arbitrage Certifications.*** The facts, estimates and expectations recited in **ARTICLE III** hereof, regarding the purpose of the Bonds, the investment and expenditure of Sale Proceeds, the Funds and Accounts created in the Bond Resolution, the yield on investments and the computation and payment of arbitrage rebate, are true and accurate as of the Issue Date, and the City believes that the estimates and expectations recited in such Article are reasonable as of the Issue Date. Bond Counsel and Underwriter may rely on such statements and expectations. The City does not expect that the Sale Proceeds will be used in a manner that would cause any Bond to be an "arbitrage bond" within the meaning of Code §148, and to the best of the City's knowledge and belief, there are no other facts, estimates or circumstances that would materially change such expectations.

(l) ***Rebate Payments.*** The City shall pay or provide for payment to the United States Government of all rebate payments required under Code §148(f) and this Tax Agreement.

(m) ***Compliance with Future Tax Requirements.*** The City understands that the Code and the Regulations may impose new or different restrictions and requirements on the City in the future. The City agrees to comply with such future restrictions that are necessary to maintain the exclusion of the interest on the Bonds from gross income for federal

income tax purposes.

Section 2.2. Representations and Covenants of the Authority. The Authority represents and covenants as follows:

(a) ***Organization and Authority.*** The Authority is a public corporation duly organized under Chapter 349 of the Revised Statutes of the State of Missouri and has corporate power to enter into the Indenture, the Financing Agreement, the Purchase Contract and this Tax Agreement (together, the ***"Authority Documents"***) and to carry out its obligations thereunder and hereunder. By proper corporate action its officers have been duly authorized to execute the Authority Documents.

(b) ***Issuance of Bonds.*** The issuance of the Bonds to provide funds for the purposes set forth in the Recitals hereof will further the public purpose of the Authority.

(c) ***Tax-exempt Status of Bonds.*** The Authority covenants and agrees that, to the extent within its power and direction, moneys at any time on deposit in the Funds and Accounts under the Indenture shall be invested or reinvested in Investment Securities in the manner and to the extent provided in the Indenture and herein. The Authority will not use any money on deposit in any Fund or Account maintained in connection with the Bonds, whether or not such money was derived from the Sale Proceeds or from any other source, in a manner that would cause the Bonds to be "arbitrage bonds" within the meaning of Code §148, and will not otherwise use or permit the use of any Sale Proceeds or any other funds of the Authority, directly or indirectly, in any manner, and will not take any action, or permit any action to be taken, including without limitation any action with respect to the investment of the Sale Proceeds under the Indenture or otherwise or any other moneys or securities deposited pursuant thereto or otherwise, that would adversely affect the exclusion of interest on the Bonds from gross income for federal income tax purposes. The Authority will take whatever action, or refrain from whatever action, necessary to comply with the requirements of the Code to maintain the exclusion of interest on the Bonds from gross income for federal income tax purposes.

(d) ***Private Business Use.*** More than ten percent (10%) of the Net Proceeds of the Bonds will be used for a "private business use" within the meaning of Code §141(b)(6).

(e) ***Private Security or Payment Test.*** The Authority covenants and agrees that it shall take no action or permit any action to be taken that would result in the "private security or payment test" under Code §141 being satisfied with respect to the Bonds. An issue meets the "private security or payment test" if the payment of the principal of, or the interest on, more than ten percent (10%) of the Sale Proceeds of such issue is (under the terms of such issue or any underlying arrangement) directly or indirectly (i) secured by any interest in property used or to be used for a private business use or payments in respect of such property or (ii) to be derived from payments (whether or not to the issuer) in respect of property, or borrowed money, used or to be used for a private business use.

(f) ***Private Loan Financing Test.*** The Authority covenants and agrees that it shall take no action or permit any action to be taken that would result in the "private loan financing test" under Code §141 being satisfied with respect to the Bonds. An issue meets the "private loan financing test" if the amount of the Sale Proceeds of the issue which are to be used (directly or indirectly) to make or finance loans (other than loans described in **clause (ii)** of **Section 2.2(e))** to persons other than governmental units exceeds the lesser of five percent (5%) of such Sale Proceeds or $5,000,000.

(g) ***Expenditure of Net Proceeds.*** The Net Proceeds of the Bonds will be used to provide funds for the purposes set forth in the Recitals hereof.

(h) ***Bonds Not Federally Guaranteed.*** The Authority will not take any action or permit any action to be taken which would cause the Bonds to be "federally guaranteed" within the meaning of Code §149(b).

(i) ***Reports to IRS; Form 8038-G.*** The Authority will file the Information Return for Tax-Exempt Governmental Obligations (Form 8038-G), a copy of which is attached hereto as **Exhibit A.** The information contained in IRS Form 8038-G included in the Transcript is true, complete and correct as of the Issue Date.

(j) ***Registered Bonds.*** All of the Bonds will be executed, delivered and held in registered form within the meaning of Code §149(a).

(k) ***Hedge Bonds.*** The Authority reasonably expects that eighty-five percent (85%) of the Net Sale Proceeds of the Bonds will be used to carry out the purpose of the Bonds within three (3) years after the Issue Date; and not more than fifty percent (50%) of the Sale Proceeds will be invested in investments having a substantially guaranteed yield for four (4) years or more.

(l) ***Arbitrage Certifications.*** The facts, estimates and expectations recited in **ARTICLE III** hereof regarding the purpose of the Bonds, the investment and expenditure of Sale Proceeds, the Funds and Accounts created in the Indenture, the Yield on investments and the computation and payment of arbitrage rebate, are true and accurate as of the Issue Date and the Authority believes that the estimates and expectations recited in such Article are reasonable as of the Issue Date. Bond Counsel and Underwriter may rely on such statements and expectations. The Authority does not expect that the Sale Proceeds will be used in a manner that would cause any Bond to be an "arbitrage bond" within the meaning of Code §148 and to the best of the Authority's knowledge and belief, there are no other facts, estimates or circumstances that would materially change such expectations.

(m) ***Compliance with Future Tax Requirements.*** The Authority understands that the Code and the Regulations promulgated thereunder may impose new or different restrictions and requirements on the Authority in the future. The Authority agrees to comply with such future restrictions that are necessary to maintain the exclusion of interest on the Bonds from gross income for federal income tax purposes.

(n) ***Authority Reliance on Other Parties.*** The expectations, representations and covenants of the Authority concerning certain uses of Sale Proceeds and certain other moneys described in this Tax Agreement and other matters are based in whole or in part upon representations of the City and other parties set forth in this Tax Agreement or exhibits hereto. Although the Authority has made no independent investigation of the representations of other parties including the City, the Authority is not aware of any facts or circumstances that would cause it to question the accuracy or reasonableness of any representation made in this Tax Agreement or its exhibits.

Section 2.3. Representations and Covenants of the Trustee. The Trustee represents to and covenants as follows:

(a) ***Organization and Authority.*** The Trustee (1) is a national banking association duly created, organized and existing under the federal laws of the United States, (2) has lawful power and authority to enter into and execute the Indenture, the Continuing Disclosure Agreement, and this Tax Agreement (together, the "Trustee Documents") and to carry out its obligations thereunder and hereunder, and (3) by all necessary corporate action has been duly authorized to execute the Trustee Documents, acting by and through its duly authorized officers.

(b) ***Tax-Exempt Status of Bonds.*** The Trustee covenants and agrees that moneys within its power or discretion and at any time on deposit with the Trustee in the Funds and Accounts under the Indenture shall be invested or reinvested in Investment Securities in the manner and to the extent therein provided. The Trustee will not use any money on deposit in any Fund or Account maintained in connection with the Bonds, whether or not such money was derived from the Sale Proceeds or from any other source, in a manner that would cause the Bonds to be "arbitrage bonds" within the meaning of Code §148, and will not otherwise use or permit the use of any Sale Proceeds, directly or indirectly, in any manner, and will not take any action, or permit any action to be taken, including without limitation any action with respect to the investment of the Sale Proceeds under the Indenture or any other moneys or securities deposited pursuant thereto, that would adversely affect the exclusion of interest on the Bonds from gross income for federal income tax purposes. The Trustee will take whatever action, or refrain from whatever action, necessary to comply with the requirements of the Code to maintain the exclusion of interest on the Bonds from gross income for federal income tax purposes.

(c) ***Bonds Not Federally Guaranteed.*** The Trustee will not take any action or permit any action to be taken which would cause the Bonds to be "federally guaranteed" within the meaning of Code §149(b).

(d) ***Registered Bonds.*** All of the Bonds will be executed, delivered and held in registered form within the meaning of Code §149(a).

(e) ***Compliance with Future Tax Requirements.*** The Trustee understands that the Code and the Regulations promulgated thereunder may impose new or different restrictions and requirements on the Trustee in the future. The Trustee agrees to comply with such future restrictions that are necessary to maintain the exclusion of interest on the Bonds from gross income for federal income tax purposes.

Section 2.4. Survival of Representations and Covenants. All respective representations, covenants and certifications of each of the City, the Authority and the Trustee contained herein and in the Resolution, the Indenture, the Bonds or any other instrument delivered pursuant to the Bond Resolution or the Indenture, shall survive the execution and delivery hereof or thereof, and the issuance, sale and delivery of the Bonds, as representations of facts existing as of the date of execution and delivery of the instruments containing such representations. The foregoing covenants of this Section shall remain in full force and effect until the defeasance or payment in full of the Bonds pursuant to the Indenture.

ARTICLE III.
ARBITRAGE CERTIFICATIONS AND COVENANTS

The purpose of this Article is to certify, pursuant to Regulations §1.148-2(b), the Authority's expectations as to the sources, uses and investment of Sale Proceeds and other money, in order to support the Authority's conclusion that the Bonds are not arbitrage bonds. The person executing this Tax Agreement on behalf of the Authority is an officer of the Authority responsible for issuing the Bonds.

Section 3.1. Reasonable Expectations. The facts, estimates and expectations set forth in this Article are based upon and in reliance upon the Authority's understanding of the documents and certificates that comprise the Transcript, including (a) the Bond Resolution; (b) the Bond Ordinance; (c) the Indenture; (d) this Tax Agreement; (e) the closing certificate of the City, and the representations, warranties, expectations, covenants and certifications of the City contained herein and therein; (f) the closing certificate of the Trustee, and the representations, warranties, expectations, covenants and certifications of the Trustee contained herein and therein; and (g) closing certificate of the Underwriter, and the representations, warranties, expectations, covenants and certifications of the Underwriter contained therein. To the Authority's knowledge, the facts and estimates set forth in this Tax Agreement are accurate, and the expectations of the Authority set forth in this Tax Agreement are reasonable. The Authority has no knowledge that would cause it to believe that the representations, warranties and certifications described herein are unreasonable or inaccurate or may not be relied upon.

Section 3.2. Authority and Purpose for Bonds. The Authority is issuing and delivering the Bonds simultaneously with the execution of this Tax Agreement pursuant to the laws of the State of Missouri, the Indenture and the Bond Resolution. The Bonds are being issued for the purpose set forth in the Recitals hereof.

Section 3.3. Funds and Accounts. The following Funds and Accounts have been established as Funds and Accounts of the Authority under the Indenture:

(a) Revenue Fund, which shall contain a PILOTs Account, an EATs Account, a Municipal Revenues Account and a TDD Revenues Account (the ***"Revenue Fund"***);

(b) Debt Service Fund, which shall contain a Debt Service Account and a Redemption Account (the ***"Debt Service Fund"***);

(c) Debt Service Reserve Fund (the ***"Reserve Fund"***);

(d) Project Fund, which shall contain a Refunding Account and a Costs of Issuance Account (the ***"Project Fund"***);

(e) Rebate Fund (the ***"Rebate Fund"***); and

(f) Excess TDD Revenues Fund (the ***"Excess Revenue Fund"***).

Section 3.4. Amount and Use of Sale Proceeds.

(a) ***Amount of Sale Proceeds.*** The total Sale Proceeds to be received by the Authority from the sale of the Bonds will be as follows:

Principal	$[PP]
Less Original Issue Discount	(____)
Less Underwriter's Discount	(____)

Total Purchase Price Received $_____

(b) ***Use of Sale Proceeds.*** The total Sale Proceeds to be received by the Authority from the sale of the Bonds are expected to be allocated to expenditures as follows:

(1) the accrued interest, if any, received from the sale of the Bonds shall be deposited in the Debt Service Account of the Debt Service Fund;

(2) an amount equal to $_____ shall be deposited in the Reserve Fund;

(3) an amount equal to $_____ shall be deposited into the TIF Project Account; and

(4) an amount equal to $_____ shall be deposited into the Costs of Issuance Account of the Project Fund.

(c) ***Compliance with the Indenture.*** All amounts deposited in the Funds and Accounts under the Bond Resolution will be used and applied in accordance with the terms and provisions of the Indenture.

Section 3.5. Defeasance Deposit. Proceeds of the Bonds deposited in the Refunding Account of the Project Fund in the amount of $_____ will be used to redeem and defease the Series 2005 Notes.

Section 3.6. No Over-Issuance. The Sale Proceeds of the Bonds, together with expected investment earnings thereon and other money contributed by or for the benefit of the Authority, do not exceed the cost of the governmental purpose of the Bonds as described above.

Section 3.7. Sinking Funds. Except for the Debt Service Fund and the Reserve Fund, the City has neither established nor expects to establish any sinking fund or other similar fund that is expected to be used to pay principal of or interest on the Bonds. The Debt Service Fund and the Reserve Fund are used primarily to achieve a proper matching of revenues with principal and interest payments on the Bonds within each Bond Year, and the Authority expects that the Debt Service Fund and the Reserve Fund will each qualify as a Bona Fide Debt Service Fund.

Section 3.8. Reserve, Replacement and Pledged Funds. None of the Sale Proceeds of the Bonds will be used as a substitute for other funds that were intended or earmarked to pay to refund the Series 2005 Notes if the Sale Proceeds were not used or to be used for such purpose, and that have been or will be used to acquire higher yielding investments. Except for the Reserve Fund, there are no other funds pledged or committed in a manner that provides a reasonable assurance that such funds would be available for payment of the principal of or interest on the Bonds if the City encounters financial difficulty.

Section 3.9. Yield.

(a) ***Offering Prices.*** In the Underwriter's Receipt for Bonds and Representations (the ***"Underwriter's Closing Certificate"***), the Underwriter has certified that (1) all of the Bonds have been the subject of an initial offering to the public at prices no higher than those shown on the cover page of the Official Statement, plus accrued interest (the ***"Offering Prices"***); and (2) the Underwriter expects that at least ten percent (10%) of the Bonds of each maturity will be sold to the public at initial offering prices no higher than said Offering Prices. The aggregate initial offering price of the Bonds is $[PP], plus accrued interest.

(b) ***Bond Yield.*** Based on the Offering Prices, the Yield on the Bonds is _____ (_____%), as computed by the Underwriter and shown on the Underwriter's Closing Certificate. Costs of issuance were not taken into account in the computation of the Yield.

Section 3.10. Arbitrage Covenants.

(a) ***Covenants of the City.*** The City will not (to the extent within its power or discretion) take any action, fail to take any action, or permit any action to be taken, including without limitation any action relating to the investment

of Gross Proceeds or the payment of arbitrage rebate (and including the use of any money on deposit in any Fund or Account maintained in connection with the Bonds, whether or not such money was derived from the Sale Proceeds or from any other source), which would cause any Bond to become an "arbitrage bond" within the meaning of Code §148. If the City is made aware by applicable court or administrative action or an opinion of Bond Counsel that it is necessary to restrict or limit the Yield on the investment of money held pursuant to the Indenture, or to use such money in any certain manner to avoid the Bonds being classified as arbitrage bonds, the City will (to the extent within its power or discretion to direct such investments) deliver to the Trustee a written certificate to such effect and appropriate instructions specifying the investments to be made.

(b) ***Covenants of the Authority.*** The Authority will not (to the extent within its power or discretion) take any action, fail to take any action, or permit any action to be taken, including without limitation any action relating to the investment of Gross Proceeds or the payment of arbitrage rebate (and including the use of any money on deposit in any Fund or Account maintained in connection with the Bonds, whether or not such money was derived from the Sale Proceeds or from any other source), which would cause any Bond to become an "arbitrage bond" within the meaning of Code §148. If the Authority is made aware by applicable court or administrative action or an opinion of Bond Counsel that it is necessary to restrict or limit the Yield on the investment of money held pursuant to the Indenture, or to use such money in any certain manner to avoid the Bonds being classified as arbitrage bonds, the Authority will (to the extent within its power or discretion to direct such investments) deliver to the Trustee a written certificate to such effect and appropriate instructions specifying the investments to be made.

(c) ***Covenants of the Trustee.*** The Trustee will not (to the extent within its power or discretion) use any money on deposit in any Fund or Account maintained in connection with the Bonds, whether or not such money was derived from the Sale Proceeds or from any other source, in a manner that would cause any Bond to be an "arbitrage bond" within the meaning of Code §148. If the Trustee is made aware by applicable court or administrative action or an opinion of Bond Counsel that it is necessary to restrict or limit the Yield on the investment of money held by the Trustee pursuant to the Indenture, or to use such money in any certain manner to avoid the Bonds being classified as arbitrage bonds, the Trustee will (to the extent within its power or discretion to direct such investments) take such necessary action.

Section 3.11. Miscellaneous Arbitrage Matters.

(a) ***No Abusive Arbitrage Device.*** The Bonds are not and will not be part of a transaction or series of transactions that has the effect of (a) enabling the Authority to exploit the difference between tax-exempt and taxable interest rates to gain a material financial advantage, and (b) overburdening the tax-exempt bond market.

(b) ***Single Issue; No Other Issues.*** The Bonds constitute a single "issue" under Regulations §1.150-1(c). No other obligations of the Authority (1) are being sold within fifteen (15) days of the sale of the Bonds; (2) are being sold pursuant to the same plan of financing as the Bonds; and (3) are expected to be paid from substantially the same source of funds as the Bonds (disregarding guarantees from unrelated parties).

Section 3.12. Conclusion. On the basis of the facts, estimates and circumstances set forth in this Tax Agreement, the Authority does not expect that the Sale Proceeds will be used in a manner that would cause any Bond to be an "arbitrage bond" within the meaning of Code §148 and the Regulations.

ARTICLE IV.
ARBITRAGE INVESTMENT AND REBATE INSTRUCTIONS

The purpose of this Article is to provide the Authority and the Trustee with instructions and directions as to the uses and investment of Sale Proceeds and other money in order to support the Authority's conclusion that the Bonds are not arbitrage bonds.

Section 4.1. Rebate Exemption; Rebate Covenant. The Bonds are not exempt from the arbitrage rebate requirements under the exemption provided in Code §148(f)(4)(D). The Authority shall (a) within fourteen (14) days prior to the end of each fifth (5th) Bond Year and within fourteen (14) days prior to the payment in full of all Outstanding Bonds, retain a Rebate Analyst to calculate and furnish to the Trustee in writing the amount of arbitrage rebate due, if any, with respect to the Bonds as of the end of that Bond Year or the date of such payment in full, all in accordance with the Regulations, and (b) pay to the Trustee for payment to the United States, all such arbitrage rebate in accordance with this Tax Agreement and the Regulations. The Authority agrees to make payments to the Bond Trustee as necessary to comply with the rebate requirements of Code §148(f) and the

Regulations.

Section 4.2. **Investments.** All Gross Proceeds must be invested in accordance with this Section.

(a) ***Temporary Periods/Yield Restriction.***

(1) **Debt Service Fund.** To the extent that the Debt Service Fund qualifies as a Bona Fide Debt Service Fund, amounts held therein may be invested without yield restriction for thirteen (13) months after the date of deposit. Earnings on such amounts may be invested without yield restriction for one year after the date of receipt of such earnings.

(2) **Costs of Issuance Account of the Project Fund.** Sale Proceeds deposited in the Costs of Issuance Account of the Project Fund for payment of the costs of issuance may be invested without yield restriction for a period of thirteen (13) months.

(3) **Debt Service Reserve Fund.** To the extent that the Debt Service Reserve Fund qualifies as a reasonably required reserve or replacement fund, amounts held therein may be invested without yield restriction.

(4) **Excess TDD Revenues Fund.** Amounts held in the TDD Excess Revenues Fund must be invested at a Yield not greater than the Yield on the Bonds.

(5) **Minor Portion.** In addition to the amounts described above, Gross Proceeds not exceeding the Minor Portion may be invested without yield restriction.

Any amounts of Gross Proceeds not invested as described above must be invested at a Yield not greater than the Yield on the Bonds. Amounts not constituting Gross Proceeds may be invested without yield restriction.

(b) ***Fair Market Value.*** No Investment may be acquired with Gross Proceeds for an amount (including transaction costs) in excess of the fair market value of such Investment, or sold or otherwise disposed of for an amount (including transaction costs) less than the fair market value of the Investment. Fair market value will be determined in accordance with §1.148-5 of the Regulations, certain provisions of which are summarized in Exhibit B hereto.

Section 4.3. **Computation and Payment of Arbitrage Rebate.**

(a) ***Rebate Fund.*** The Trustee shall keep the Rebate Fund separate from all other funds and shall administer the Rebate Fund pursuant to this Tax Agreement. Any investment earnings derived from the Rebate Fund shall be credited to the Rebate Fund, and any investment loss shall be charged to such Fund.

(b) ***Computation of Rebate Amount.*** The Authority shall, if the Bonds are not exempt from arbitrage rebate, engage a Rebate Analyst to compute arbitrage rebate within forty-five (45) days after each Installment Computation Date, and within forty-five (45) days after the Final Computation Date, in accordance with the Regulations.

(c) ***Exception for Debt Service Fund.*** To the extent that the Debt Service Fund qualifies as a Bona Fide Debt Service Fund, investment earnings therein shall not be taken into account in computing arbitrage rebate if the gross earnings in such Fund for a given Bond Year are less than $100,000. To extent that the average annual debt service on the Bonds does not exceed $2,500,000, the $100,000 earnings test may be treated as satisfied.

(d) ***Rebate Payments.*** Within sixty (60) days after each Installment Computation Date and the Final Computation Date, the City shall pay the United States the amount of arbitrage rebate then due. Each payment of arbitrage rebate shall be mailed or delivered to:

Internal Revenue Service Center
Ogden, Utah 84201

or such other location as the IRS may direct and shall be accompanied by IRS Form 8038-T and such other forms, documents or certificates as may be required by the Regulations.

Section 4.4. Computation and Payment of Yield Reduction Payments.

(a) ***Computation of Yield Reduction Payments.*** Within forty-five (45) days after each Installment Computation Date and within forty-five (45) days after the Final Computation Date, in accordance with the Regulations, the Authority shall engage a Rebate Analyst to compute any yield reduction payments due under §1.148-5(c) of the Regulations on amounts deposited into the Excess Revenues Fund.

(b) ***Rebate Payments.*** Within sixty (60) days after each Installment Computation Date and the Final Computation Date, the City shall pay the United States the amount of yield reduction payments then due in the same manner as arbitrage rebate due under **Section 4.3.**

Section 4.5. Spending Exceptions to Arbitrage Rebate. The obligation to pay arbitrage rebate to the United States shall be treated as satisfied if (a) the six-month exception, (b) the eighteen-month exception or (c) the two-year exception for construction issues, as described in **Exhibit C** hereto, is met with respect to the Bonds.

Section 4.6. Records. The Trustee shall retain detailed records with respect to each computation of arbitrage rebate and each Investment, including: (a) purchase date, (b) purchase price, (c) information provided by the City establishing the fair market value on the date such investment was allocated to the Bonds, (d) any accrued interest paid, (e) face amount, (f) coupon rate, (g) frequency of interest payments, (h) disposition price, (i) any accrued interest received and (j) disposition date. The Trustee shall retain all such records until six (6) years after the Final Computation Date.

Section 4.7. Filing Requirements. The Authority shall file or cause to be filed with the IRS such reports or other documents as are required by the Code in accordance with an opinion of Bond Counsel addressed and delivered to the Authority.

Section 4.8. Survival after Defeasance. Notwithstanding anything in the Indenture to the contrary, the obligation to pay arbitrage rebate to the United States shall survive the payment or defeasance of the Bonds.

ARTICLE V.
MISCELLANEOUS PROVISIONS

Section 5.1. Term of Tax Agreement. This Tax Agreement shall be effective concurrently with the issuance and delivery of the Bonds and shall continue in force and effect until the principal of, redemption premium, if any, and interest on all Bonds have been fully paid and all such Bonds are canceled; provided that, the provisions of **ARTICLE IV** hereof regarding payment of arbitrage rebate and all related penalties and interest shall remain in effect until all such amounts are paid to the United States.

Section 5.2. Amendments. This Tax Agreement may be amended from time to time by the parties hereto without notice to or the consent of any of the Owners; provided that any such amendment shall be in writing and shall be accompanied by an opinion of Bond Counsel to the effect that under then existing law, assuming compliance with this Tax Agreement as so amended and the Indenture, such amendment will not cause any of the Bonds to be arbitrage bonds under Code §148 or otherwise cause interest on any of the Bonds to be includable in gross income for federal income tax purposes. Prior to the effective date of any amendment to this Tax Agreement, there shall be delivered to the Trustee an opinion of Bond Counsel, addressed to the Trustee, that such amendment will not adversely affect the exclusion of the interest on the Bonds from gross income for federal income tax purposes.

Section 5.3. Opinion of Bond Counsel. The Authority may deviate from the provisions of this Tax Agreement if furnished with an opinion of Bond Counsel to the effect that the proposed deviation will not adversely affect the exclusion of the interest on the Bonds from gross income for federal income tax purposes. The Authority further agrees to comply with any further or different instructions provided in an opinion of Bond Counsel to the effect that the further or different instructions need to be complied with in order to maintain the exclusion from gross income of interest on the Bonds.

Section 5.4. Severability. If any provision in this Tax Agreement or in the Bonds is invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 5.5. Benefit of Agreement. This Tax Agreement shall be binding upon the City, the Authority, and the Trustee and their respective successors and assigns, and shall inure to the benefit of the Owners of the Bonds. Nothing in this Tax Agreement or in the Indenture or the Bonds, express or implied, shall give to any Person, other than the Owners of the Bonds, any

benefit or any legal or equitable right, remedy or claim under this Tax Agreement. The certifications and representations made herein and the expectations presented herein are intended, and may be relied upon, as a certification of an officer of the issuer responsible for issuing the Bonds given in good faith described in §1.148-2(b)(2) of the Regulations. The City, the Authority, and the Trustee understand that their certifications herein and in their closing certificates will be relied upon by the Bond Counsel in rendering its opinion as to the exclusion from federal gross income of the interest on the Bonds.

Section 5.6. **Governing Law.** This Tax Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, The Industrial Development Authority of the City of St. Louis, Missouri, has caused these presents 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: _____
Name: _____
Title: _____

[SEAL]

ATTEST:

By:_____
Name:_____
Title: _____

IN WITNESS WHEREOF, the Trustee has caused these presents to be signed in its name and behalf by one of its duly authorized officers as of the day and year first above written.

UMB BANK, N.A., as Trustee

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, The Industrial Development Authority of the City of St. Louis, Missouri, has caused these presents 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.

CITY OF ST. LOUIS, MISSOURI

By: _____
Francis G. Slay
Mayor

[SEAL]

ATTEST:

By: _____
Parrie May
City Register

EXHIBIT A
IRS FORM 8038-G

EXHIBIT B
FAIR MARKET VALUE OF INVESTMENTS

(i) ***In General.*** The fair market value of an investment is the price at which a willing buyer would purchase the investment from a willing seller in a bona fide, arm's-length transaction. Fair market value generally is determined on the date on which a contract to purchase or sell the nonpurpose investment becomes binding (i.e., the trade date rather than the settlement date). Except as otherwise provided in this Exhibit B, an investment that is not of a type traded on an established securities market is rebuttably presumed to be acquired or disposed of for a price that is not equal to its fair market value. The fair market value of a United States Treasury obligation that is purchased directly from the United States Treasury is its purchase price.

(ii) ***Safe Harbor for Establishing Fair Market Value for Certificates of Deposit.*** This paragraph (ii) applies to a certificate of deposit that has a fixed interest rate, a fixed payment schedule, and a substantial penalty for early withdrawal. The purchase price of such a certificate of deposit is treated as its fair market value on the purchase date if the yield on the certificate of deposit is not less than –

(A) The yield on reasonably comparable direct obligations of the United States; and

(B) The highest yield that is published or posted by the provider to be currently available from the provider on reasonably comparable certificates of deposit offered to the public.

(iii) ***Safe Harbor for Establishing Fair Market Value for Guaranteed Investment Contracts and Investments Purchased for a Yield Restricted Defeasance Escrow.*** The purchase price of a guaranteed investment contract and the purchase price of an investment purchased for a yield restricted defeasance escrow will be treated as the fair market value of the investment on the purchase date if all of the following requirements are satisfied:

(A) The issuer makes a bona fide solicitation for the purchase of the investment. A bona fide solicitation is a solicitation that satisfies all of the following requirements:

(1) The bid specifications are in writing and are timely forwarded to potential providers.

(2) The bid specifications include all material terms of the bid. A term is material if it may directly or indirectly affect the yield or the cost of the investment.

(3) The bid specifications include a statement notifying potential providers that submission of a bid is a representation that the potential provider did not consult with any other potential provider about its bid, that the bid was determined without regard to any other formal or informal agreement that the potential provider has with the issuer or any other person (whether or not in connection with the bond issue), and that the bid is not being submitted solely as a courtesy to the issuer or any other person for purposes of satisfying the requirements of **paragraph (iii)(B)(1) or (2)** below.

(4) The terms of the bid specifications are commercially reasonable. A term is commercially reasonable if there is a legitimate business purpose for the term other than to increase the purchase price or reduce the yield restricted defeasance escrow. For example, for solicitations of investments for a yield restricted defeasance escrow, the hold firm period must be no longer than the issuer reasonably requires.

(5) For purchases of guaranteed investment contracts only, the terms of the solicitation take into account the issuer's reasonably expected deposit and drawdown schedule for the amounts to be invested.

(6) All potential providers have an equal opportunity to bid. For example, no potential provider is given the opportunity to review other bids (i.e., a last look) before providing a bid.

(7) At least three (3) reasonably competitive providers are solicited for bids. A reasonably competitive provider is a provider that has an established industry reputation as a competitive provider of the type of investments being purchased.

(B) The bids received by the issuer meet all of the following requirements:

(1) The issuer receives at least three bids from providers that the issuer solicited under a bona fide solicitation meeting the requirements of **paragraph (iii)(A)** of this **Exhibit B** and that do not have a material financial interest in the issue. A lead underwriter in a negotiated underwriting transaction is deemed to have a material financial interest in the issue until fifteen (15) days after the issue date of the issue. In addition, any entity acting as a financial advisor with respect to the purchase of the investment at the time the bid specifications are forwarded to potential providers has a material financial interest in the issue. A provider that is a related party to a provider that has a material financial interest in the issue is deemed to have a material financial interest in the issue.

(2) At least one of the three (3) bids described in **paragraph (iii)(B)(1)** of this **Exhibit B** is from a reasonably competitive provider, within the meaning of **paragraph (iii)(A)(7)** of this **Exhibit B.**

(3) If the issuer uses an agent to conduct the bidding process, the agent did not bid to provide the investment.

(C) The winning bid meets the following requirements:

(1) **Guaranteed Investment Contracts.** If the investment is a guaranteed investment contract, the winning bid is the highest yielding bona fide bid (determined net of any broker's fees).

(2) **Other Investments.** If the investment is not a guaranteed investment contract, the following requirements are met:

(iv) The winning bid is the lowest cost bona fide bid (including any broker's fees). The lowest cost bid is either the lowest cost bid for the portfolio or, if the issuer compares the bids on an investment-by-investment basis, the aggregate cost of a portfolio comprised of the lowest cost bid for each investment. Any payment received by the issuer from a provider at the time a guaranteed investment contract is purchased (e.g., an escrow float contract) for a yield restricted defeasance escrow under a bidding procedure meeting the requirements of this **paragraph (iii)** is taken into account in determining the lowest cost bid.

(v) The lowest cost bona fide bid (including any broker's fees) is not greater than the cost of the most efficient portfolio comprised exclusively of State and Local Government Series Securities from the United States Department of the Treasury, Bureau of Public Debt. The cost of the most efficient portfolio of State and Local Government Series Securities is to be determined at the time that bids are required to be submitted pursuant to the terms of the bid specifications.

(vi) If State and Local Government Series Securities from the United States Department of the Treasury, Bureau of Public Debt are not available for purchase on the day that bids are required to be submitted pursuant to terms of the bid specifications because sales of those securities have been suspended, the cost comparison of **paragraph (iii)(C)(2)(ii)** of this **Exhibit B** is not required.

(A) The provider of the investments or the obligor on the guaranteed investment contract certifies the administrative costs that it pays (or expects to pay, if any) to third parties in connection with supplying the investment.

(B) The issuer retains the following records with the bond documents until three (3) years after the last outstanding bond is redeemed:

(1) For purchases of guaranteed investment contracts, a copy of the contract, and for purchases of investments other than guaranteed investment contracts, the purchase Certificate or confirmation.

(2) The receipt or other record of the amount actually paid by the issuer for the investments, including a record of any administrative costs paid by the issuer, and the certification under **paragraph (iii)(D)** of this **Exhibit B.**

(3) For each bid that is submitted, the name of the person and entity submitting the bid, the time and date of the bid, and the bid results.

(4) The bid solicitation form and, if the terms of the purchase Certificate or the guaranteed investment contract deviated from the bid solicitation form or a submitted bid is modified, a brief statement explaining the deviation and stating the purpose for the deviation. For example, if the issuer purchases a portfolio of investments for a yield restricted defeasance escrow and, in order to satisfy the yield restriction requirements of §148 of the Code, an investment in the winning bid is replaced with an investment with a lower yield, the issuer must retain a record of the substitution and how the price of the substitute investment was determined. If the issuer replaces an investment in the winning bid portfolio with another investment, the purchase price of the new investment is not covered by the safe harbor unless the investment is bid under a bidding procedure meeting the requirements of this **paragraph (iii).**

(5) For purchases of investments other than guaranteed investment contracts, the cost of the most efficient portfolio of State and Local Government Series Securities, determined at the time that the bids were required to be submitted pursuant to the terms of the bid specifications.

EXHIBIT C

SPENDING EXCEPTIONS TO ARBITRAGE

(a) ***Six-Month Exception.*** The obligation to pay arbitrage rebate to the United States will be treated as satisfied if—

(1) the Gross Proceeds (as modified below) are allocated to expenditures for the governmental purpose of the Bonds within six months after the Issue Date; and

(2) arbitrage rebate is paid in accordance with Code §148 on all other Gross Proceeds not required to be spent within the six-month period (other than amounts in a Bona Fide Debt Service Fund). Normally, this will apply only to Gross Proceeds in a debt service reserve fund.

For purposes of paragraph (1) above, Gross Proceeds do not include amounts in a Bona Fide Debt Service Fund or a reasonably required reserve or replacement fund, or amounts that become Gross Proceeds after the end of the six-month spending period, but that, as of the Issue Date, were not expected to be Gross Proceeds. The Bonds meet the six-month spending test even if, at the end of the six-month period, Gross Proceeds not exceeding five percent (5%) of the Sale Proceeds of the Bonds remain unspent, so long as such Gross Proceeds are spent within one year after the Issue Date. The use of Gross Proceeds to pay principal of any Bond will not be treated as an expenditure of Gross Proceeds for this purpose.

(b) ***Eighteen-Month Exception.*** The obligation to pay arbitrage rebate to the United States will be treated as satisfied with respect to the Bonds if---

(1) the Gross Proceeds (as modified below) are allocated to expenditures for the governmental purposes of the Bonds in accordance with the following schedule:

Time Period After the Issue Date	Minimum Percentage of Gross Proceeds Spent
6 months	%
12 months	%
18 months	%

and;

(2) rebate is paid in accordance with Code §148 on all Gross Proceeds not required to be spent in accordance with the 18-month spending schedule (other than amounts in a Bona Fide Debt Service Fund). Normally, this will include only Gross Proceeds in a reasonably required reserve or replacement fund.

For purposes of **paragraph (1)** above, Gross Proceeds do not include amounts in a Bona Fide Debt Service Fund or a reasonably required reserve or replacement fund, or amounts that become Gross Proceeds after the end of the 18-month spending period, but that, as of the Issue Date, were not expected to be Gross Proceeds. The Bonds meet the 18-month spending test even if, at the end of the 18-month period, Gross Proceeds not exceeding a Reasonable Retainage remain unspent, so long as such proceeds are allocated to expenditures within thirty (30) months after the Issue Date. In addition, the failure to satisfy the final spending

requirement at the end of the 18-month period is disregarded if the issuer of the Bonds and any borrower of the proceeds of the Bonds use due diligence to complete the Project and the amount of the failure does not exceed the lesser of three percent (3%) of the aggregate issue price of the Bonds or [$250,000]. The use of Gross Proceeds to pay principal of any Bond will not be treated as an expenditure of Gross Proceeds for the purpose of this spending exception.

(c) Two-year Exception for Construction Issue (for property to be owned by a governmental unit or a 501(c)(3) organization, not financed by private activity bonds (other than qualified 501(c) bonds). [(Not applicable)].

(1) The obligation to pay arbitrage rebate to the United States will be treated as satisfied with respect to the Available Construction Proceeds of the Bonds if all of such Available Construction Proceeds are allocated to expenditures for the governmental purpose of the Bonds within two (2) years after the Issue Date, in accordance with the following schedule:

Time Period After the Issue Date	Cumulative Percentage of Available Construction Proceeds Spent
6 months	%
12 months	%
18 months	%
24 months	%

The Bonds meet the two-year expenditure test even if, at the end of the two-year period, Available Construction Proceeds not exceeding a Reasonable Retainage remain unspent, so long as such amount is spent within three (3) years after the Issue Date. In addition, the failure to satisfy the final spending requirement at the end of the two-year period is disregarded if the issuer of the Bonds and any borrower of the proceeds of the Bonds use due diligence to complete the Project, and the amount of Gross Proceeds unspent does not exceed the lesser of three percent (3%) of the aggregate issue price of the Bonds or [$250,000]. The use of Available Construction Proceeds to pay principal of any Bond will not be treated as an expenditure of such Proceeds for the purpose of this spending exception.

If the expenditure test is not met, then arbitrage rebate must be computed and paid for all Available Construction Proceeds.

(2) Arbitrage rebate must be computed and paid for all Gross Proceeds which are not Available Construction Proceeds, such as amounts held in a debt service reserve fund.

Approved: July 24, 2006