

ORDINANCE #67476
Board Bill No. 375
Floor Substitute

AN ORDINANCE RECOMMENDED BY THE BOARD OF ESTIMATE AND APPORTIONMENT AUTHORIZING AND DIRECTING THE ST. LOUIS MUNICIPAL FINANCE CORPORATION (THE "CORPORATION") TO NEGOTIATE WITH ITS BOND INSURER, AS HEREIN DEFINED, TO RECEIVE ITS CONSENT TO AMEND CERTAIN DOCUMENTS RELATED TO THE \$16,400,000 FOREST PARK LEASEHOLD REVENUE REFUNDING BONDS (CITY OF ST. LOUIS, MISSOURI, LESSEE) SERIES 2004 (THE "SERIES 2004 BONDS") ISSUED PURSUANT TO ORDINANCE 66492 IN ORDER TO REFUND THE THEN OUTSTANDING FOREST PARK LEASEHOLD REVENUE IMPROVEMENT BONDS (CITY OF ST. LOUIS, MISSOURI, LESSEE) SERIES 1997 ISSUED BY THE CORPORATION PURSUANT TO ORDINANCE 64106 IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$19,270,000 FOR THE CONSTRUCTION, RENOVATION, EQUIPPING AND INSTALLATION OF SITE FURNISHINGS AND IMPROVEMENTS FOR FOREST PARK, ALL FOR THE GENERAL WELFARE, SAFETY AND BENEFIT OF THE CITIZENS OF THE CITY OF ST. LOUIS, MISSOURI (THE "CITY"); AUTHORIZING AND DIRECTING THE COMPTROLLER TO REQUEST THE BOND INSURER TO AGREE TO RELEASE A PORTION OF THE PROPERTY THAT IS THE SUBJECT OF A PROPOSED AMENDED AND RESTATED LEASE BETWEEN THE CITY AND BARNES-JEWISH HOSPITAL BEING CONSIDERED PURSUANT TO ORDINANCE [B.B. 376]; REQUESTING THE CORPORATION TO TAKE APPROPRIATE ACTION TO AUTHORIZE THE OFFICERS OF THE CORPORATION TO EXECUTE AND DELIVER THE SECOND SUPPLEMENTAL INDENTURE OF TRUST, THE SECOND SUPPLEMENTAL LEASE PURCHASE AGREEMENT, THE FIRST SUPPLEMENTAL BASE LEASE, AND AUTHORIZING AND DIRECTING THE COMPTROLLER AND ANY OTHER APPROPRIATE CITY OFFICIALS, IF NECESSARY, TO EXECUTE THE FIRST SUPPLEMENTAL BASE LEASE AND THE SECOND SUPPLEMENTAL LEASE PURCHASE AGREEMENT AND ANY OTHER DOCUMENTS RELATED THERETO; AUTHORIZING PARTICIPATION OF APPROPRIATE CITY OFFICIALS IN THE TAKING OF FURTHER ACTIONS WITH RESPECT TO RELEASING THE PORTION OF THE PROPERTY FROM THE TERMS OF THE SERIES 2004 BONDS IN CONNECTION WITH THE LEASING OF SUCH PORTION TO BARNES-JEWISH HOSPITAL PURSUANT TO ORDINANCE _____ [B.B. # 376]; 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, by Ordinance No. 60419, as amended by Ordinance No. 61250, the Board of Aldermen of the City has established a special trust fund known as the "Capital Improvement Sales Tax Trust Fund" to be used to fund capital improvements to be funded from, among other sources, a capital improvement sales tax; and

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

WHEREAS, the City by ordinance has created the Forest Park Subaccount in the Major Parks Account of the Capital Improvements Sales Tax Trust Fund and intends to use funds in such Forest Park Subaccount to appropriate funds to pay principal and interest on the bonds issued under the Indenture (as hereinafter defined); and

WHEREAS, the Board of Aldermen of the City pursuant to Ordinance 64106 previously authorized and directed the issuance by the Corporation of its Forest Park Leasehold Revenue Improvement Bonds (City of St. Louis, Missouri, Lessee), Series 1997 (the "Series 1997 Bonds"), pursuant to an Indenture of Trust (the "Original Indenture") between the Corporation and UMB Bank of St. Louis, N.A., predecessor-in-interest to UMB Bank, N.A., as trustee (the "Trustee"), dated as of March 1, 1997, to finance the costs of the construction, renovation, replacement, equipping and installation of set furnishings and improvements for Forest Park in the City in an aggregate principal amount of \$19,270,000;

WHEREAS, the structure of the transaction for the Series 1997 Bonds provided for the conveyance by the City to the Corporation of a leasehold interest in the Property and a lease of the Property back to the City for consecutive one-year terms, subject to annual appropriation by the City of certain amounts necessary to pay the principal of and interest on the Series 1997 Bonds; and

WHEREAS, Financial Guaranty Insurance Company (the “Bond Insurer”) issued a policy of municipal bond insurance which secured the payment of principal and interest on the Series 1997 Bonds and the Original Indenture granted certain rights to the Bond Insurer in connection therewith;

WHEREAS, in 2004 the City determined that it was in the best interest of the City to direct the Corporation to issue and sell bonds to refund the Series 1997 Bonds; which are likewise insured by the Bond Insurer;

WHEREAS, the Board of Aldermen of the City pursuant to Ordinance 66492 has previously authorized and directed the issuance by the Corporation of its \$16,400,000 Forest Park Leasehold Refunding Revenue Improvement Bonds (City of St. Louis, Missouri, Lessee), Series 2004 (the “Series 2004 Bonds”), pursuant to a First Supplemental Indenture of Trust (the “First Supplemental Indenture”) between the Corporation and UMB Bank of St. Louis, N.A., predecessor-in-interest to UMB Bank, N.A., as trustee (the “Trustee”), dated as of December 1, 2004, to refinance the Series 1997 Bonds; and

WHEREAS, in connection with the issuance of the leasing of a portion of the Property to Barnes-Jewish Hospital pursuant to the terms of an Amended and Restated Lease pursuant to Ordinance _____ [B.B. # 376], it is necessary for the City and/or the Corporation to execute and deliver certain documents, including the Second Supplemental Indenture of Trust (as defined herein), the Second Supplemental Lease Purchase Agreement (as defined herein) and a First Supplemental Base Lease and in order to release the portion of the Property subject to said Lease.

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

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

“Base Lease” means the Base Lease, dated as of March 1, 1997 (the “Original Lease”), as amended and supplemented by the First Supplemental Base Lease.

“Bond” or “Bonds” means any bond or bonds, authenticated and delivered under and pursuant to the Indenture, including the Series 1997 Bonds which have been defeased and the Series 2004 Bonds.

“City” means the City of St. Louis, Missouri.

“Corporation” means the St. Louis Municipal Finance Corporation.

“Indenture” means the Indenture of Trust, dated as of March 1, 1997 (the “Original Indenture”), as amended and supplemented by the First Supplemental Indenture of Trust dated as of December 1, 2004 (the “First Supplemental Indenture”), as amended and supplemented by the Second Supplemental Indenture of Trust (the “Second Supplemental Indenture”) by and between the Corporation and the Trustee pursuant to which the Bonds have been issued and under which the Lessor has pledged and assigned the rents, revenues and receipts received pursuant to the Lease Purchase Agreement to the Trustee for the benefit of and security of the holders of the Bonds upon the terms and conditions as set forth therein.

“Lease Agreement” means the Lease Purchase Agreement dated as of March 1, 1997, as amended and supplemented by the First Supplemental Lease Purchase Agreement dated as of December 1, 2004 (the “First Supplemental Lease Purchase Agreement”) and as amended and supplemented by the Second Supplemental Lease Purchase Agreement, by and between the City and the Corporation, pursuant to which the City leased the Property, together with any improvements thereon, from the Corporation and agreed to pay Rentals and Additional Rentals, subject to annual appropriation; sufficient to pay the principal and interest due on the Bonds each fiscal year of the City and any other amounts due under the Lease Agreement.

“Property” means the real property described on Exhibit B to the Lease Agreement together with any improvements constructed thereon and the personal property located thereon, as modified in order to release the portion of the property subject to the Amended and Restated Lease dated as of January 15, 2007 between the City and Barnes-Jewish Hospital and approved pursuant to Ordinance _____ [B.B. # 376].

“Trustee” means UMB Bank, N.A. of St. Louis, successor-in-interest to UMB Bank of St. Louis, N.A., as trustee or any successor thereto under the Indenture.

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

(a) It is in the best interest of the City and required by the Forest Park Master Plan to identify long-term sources of financing for the maintenance of Forest Park.

(b) In accordance with the terms of the Amended and Restated Lease between the City and Barnes-Jewish Hospital and the related Maintenance Trust Agreement among the City, Barnes-Jewish Hospital and the trustee named therein, certain long-term sources of financing for the maintenance of Forest Park are identified.

(c) In connection with the Amended and Restate Lease and Maintenance Trust Agreement described in Section 2(b), it is necessary to amend the Base Lease, Indenture and the Lease Purchase Agreement to release the portion of the Property that is subject of the Amended and Restated Lease between the City and Barnes-Jewish Hospital and approved pursuant to Ordinance _____ [B.B. # 376].

Section 3. Authority and Direction to Negotiate the Corporation Documents. In connection with the release of the portion of the Property that is the subject of the Amended and Restated Lease between the City and Barnes-Jewish Hospital being considered pursuant to Ordinance _____ [B.B. # 376], the City requests the Corporation to negotiate with the Bond Insurer in connection with the approval of the Second Supplemental Indenture of Trust, the First Supplemental Base Lease and the Second Supplemental Lease Purchase Agreement in substantially the form of the documents attached hereto as Exhibits 1 through 3 respectively (collectively the "Corporation Documents") and requests the Corporation to adopt an appropriate resolution to authorize the execution of the Corporation Document and such other documents, certificates and instruments as may be necessary or desirable to facilitate such release and to carry out and comply with the intent of this Ordinance in such form as shall be approved by the appropriate officers of the Corporation executing such documents, such officers' signatures thereon being conclusive evidence of their approval thereof.

Section 4. Authorization and Direction to Execute and Deliver City Documents. Upon receipt of consent of the Bond Insurer, 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 First Supplemental Base Lease and the Second Supplemental Lease Purchase Agreement (collectively the "City Documents") which amend the legal description of the property which is the subject of these documents, and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance in such form as shall be approved by the Comptroller and 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 Second Supplemental Indenture of Trust, Second Supplemental Lease Purchase Agreement and First Supplemental Base Lease shall be in such a form as is necessary to release the portion of the Property subject of the Amended and Restated Lease between the City and Barnes-Jewish Hospital being considered pursuant to Ordinance _____ [B.B. # 376].

Section 5. Further Action. The Mayor and the Comptroller, and the other appropriate officers, agents and employees of the City, upon the recommendation of the Board of Estimate and Apportionment, are hereby authorized and directed to take such other and further action, and to execute, deliver and file such other and further documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance, and to carry out, comply with and perform the duties of the City with respect to the Second Supplemental Indenture of Trust, the Second Supplemental Lease Purchase Agreement and the First Supplemental Base Lease.

Section 6. Severability. If any term or provision of this Ordinance, the Second Supplemental Indenture of Trust, the Second Supplemental Lease Purchase Agreement and the First Supplemental Base Lease, or the application thereof for any reason or circumstances shall to any extent be held invalid or unenforceable, the remaining provisions or the application of such term or provision to persons in situations other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each remaining term and provision hereof and thereof shall be valid and enforceable to the fullest extent permitted by law.

Section 7. Emergency Clause. This Ordinance being deemed necessary for the preservation of the public peace and safety is declared an emergency ordinance pursuant to Article IV, Sections 19 and 20 of Charter of the City of St. Louis, and shall take effect immediately upon approval by the Mayor or its adoption over his disapproval.

Section 8. Conflict. All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

EXHIBIT 1

SECOND SUPPLEMENTAL INDENTURE OF TRUST

ST. LOUIS MUNICIPAL FINANCE CORPORATION
 AND
 UMB BANK, N.A.
 TRUSTEE
 SECOND SUPPLEMENTAL INDENTURE OF TRUST
 DATED AS OF JANUARY 15, 2007

\$16,400,000
 FOREST PARK LEASEHOLD REVENUE REFUNDING BONDS
 (CITY OF ST. LOUIS, MISSOURI, LESSEE)
 SERIES 2004

SECOND SUPPLEMENTAL INDENTURE OF TRUST

THIS SECOND SUPPLEMENTAL INDENTURE OF TRUST (the "Second Supplemental Indenture"), amends and supplements that certain Indenture of Trust dated as of March 1, 1997 (the "Initial Indenture"), as amended and supplemented by that First Supplemental Indenture of Trust dated as of December 1, 2004 (the "First Supplemental Indenture,"), together with the Initial Indenture, the "Original Indenture"), made and entered into as of January 15, 2007, by and between ST. LOUIS MUNICIPAL FINANCE CORPORATION, a nonprofit corporation duly organized and existing under the Missouri Nonprofit Corporation Act (the "Corporation"), and UMB BANK, N.A., St. Louis, Missouri, a national banking association duly organized and existing and authorized to accept and execute trusts of the character herein set out under the laws of the United States of America and having a corporate trust office located in the City of St. Louis, Missouri, as trustee (the "Trustee");

WITNESSETH:

WHEREAS, the Corporation is a nonprofit corporation duly organized and existing under the Missouri Nonprofit Corporation Act, as amended (the "Act") with full and lawful power and authority under the Act to enter into this Second Supplemental Indenture;

WHEREAS, pursuant to the terms of the Initial Indenture, the Corporation has previously authorized, executed and delivered its Forest Park Leasehold Revenue Improvement Bonds, (City of St. Louis, Missouri, Lessee) Series 1997 (the "Series 1997 Bonds"), to provide funds to construct, renovate, replace, equip and install site furnishings and improvements (the "Forest Park Improvements");

WHEREAS, pursuant to the terms of the First Supplemental Indenture, the Corporation has previously issued its \$16,400,000 Forest Park Leasehold Revenue Refunding Bonds (City of St. Louis, Missouri, Lessee), Series 2004 (the "Series 2004 Bonds") to refund the Outstanding Series 1997 Bonds;

WHEREAS, the City, pursuant to Ordinance _____ [B.B. # _____], in consideration of funds contributed by Barnes-Jewish Hospital ("BJH") for the maintenance of Forest Park, and certain other good and valuable consideration, has agreed to enter into a certain Amended and Restated Lease with BJH (as amended, the "Amended and Restated BJH Lease") as described on Exhibit A hereto;

WHEREAS, the Amended and Restated BJH Lease covers a portion of the Property and the terms of the Amended and Restated BJH Lease require release of that portion Property subject to the Amended and Restated BJH Lease from the terms of the Original Indenture and from any and all other documents related to the Series 2004 Bonds;

WHEREAS, the Corporation and the City have agreed to release the portion of the Property subject to the Amended and Restated BJH Lease from the terms of the Original Indenture and any and all of the documents related to the Series 2004 Bonds and have agreed to enter into this Second Supplemental Indenture of Trust in order to evidence that release; and

WHEREAS, all things necessary to make the execution and delivery of this Second Supplemental Indenture and the execution hereof, have in all respects been duly authorized.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein set forth, the receipt and sufficiency of which is hereby acknowledged, the parties do covenant and agree as follows:

ARTICLE I
DEFINITIONS AND RULES OF CONSTRUCTION

Section 1.1. Definitions of Words and Terms. In addition to words and terms, if any, defined in the Original Indenture and elsewhere in this Second Supplemental Indenture, the words and terms as used in the Base Lease, the Lease Purchase Agreement and the Indenture shall have the following meanings, unless some other meaning is plainly intended.

“Base Lease” means the Base Lease dated as of March 1, 1997, between the Corporation and the City, as amended and supplemented by the First Supplemental Base Lease dated as of January 15, 2007, as from time to time amended and supplemented in accordance with the provisions of Article XII of the Original Indenture, provided, however that the Base Lease may not include any property subject to the terms of the Amended and Restated BJH Lease between the City and BJH approved pursuant to the terms of Ordinance _____ [B.B. # _____].

“Indenture” means the Indenture of Trust dated as of March 1, 1997, between the Corporation and the Trustee as amended and supplemented by the First Supplemental Indenture of Trust dated as of December 1, 2004, as amended and supplemented by this Second Supplemental Indenture of Trust dated as of January 15, 2007, as from time to time amended and supplemented in accordance with the provisions of Article XI of the Original Indenture.

“Lease Purchase Agreement” means the Lease Purchase Agreement dated as of March 1, 1997, between the Corporation and the City, as amended and supplemented by the First Supplemental Lease Purchase Agreement dated as of December 1, 2004, as amended and supplemented by the Second Supplemental Lease Purchase Agreement dated as of January 15, 2007, and as from time to time supplemented or amended in accordance with Article XIV of the Lease Purchase Agreement and Article XII of the Indenture, provided, however that the Base Lease may not include any property subject to the terms of the Amended and Restated BJH Lease between the City and BJH approved pursuant to the terms of Ordinance _____ [B.B. # _____].

ARTICLE II
MISCELLANEOUS

Section 2.1. Authority for this Second Supplemental Indenture. This Second Supplemental Indenture is authorized pursuant to the provisions of and in accordance with Section ____ and Article XI of the Original Indenture. Unless modified or amended by the terms of this Second Supplemental Indenture, all other provisions of the Original Indenture remain in full force and effect. All other terms and provisions of the Original Indenture are hereby ratified and confirmed.

Section 2.2. Binding Effect. This Second Supplemental Indenture shall inure to the benefit of and shall be binding upon the City, the Corporation and their respective successors and assigns.

Section 2.3. Severability. In the event any provision hereof shall be determined to be invalid or unenforceable, the validity and effect of the other provisions hereof shall not be affected thereby.

Section 2.4. Amendments, Changes and Modifications. This Second Supplemental Indenture may not be effectively amended, changed, modified, altered or terminated, except as provided in Article XII of the Indenture.

Section 2.5. Execution in Counterparts. This Second Supplemental Indenture may be executed simultaneously in two or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute but one and the same instrument.

Section 2.6. Applicable Law. This Second Supplemental Indenture shall be governed by and construed in accordance with the laws of the State of Missouri.

Section 2.7. Captions. The Section and Article headings herein are for convenience only and in no way define, limit or describe the scope or intent of any of the provisions hereof.

Section 2.8. Notices. It shall be sufficient service of any notice, request, compliant, demand or other paper required by this Second Supplemental Indenture to be given to or filed with the City, the Corporation or the Trustee if the same is given or filed

in the manner and at the address specified in the Indenture.

Section 2.9. Delivery of Documents. The City agrees to cooperate with the Corporation and make all filings and recordings required under the Indenture, including but not limited to this Second Supplemental Indenture, the Second Supplemental Lease Purchase Agreement and the First Supplemental Base Lease.

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IN WITNESS WHEREOF, St. Louis Municipal Finance Corporation has caused this Second Supplemental Indenture to be signed in its name and behalf by its President or Vice President and its corporate seal to be hereunto affixed, imprinted or reproduced and attested by its Secretary or Assistant Secretary, as of the day first above written.

ST. LOUIS MUNICIPAL FINANCE CORPORATION
as Lessee

[SEAL]

By: _____
Name: _____
Title: President

ATTEST:

Name: _____
Title: _____

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

On this ____ day of _____, 2007, before me, the undersigned, a Notary Public, appeared _____ to me personally known, who, being by me duly sworn, did say that he/she is the President of ST. LOUIS MUNICIPAL FINANCE CORPORATION, a Missouri not-for-profit corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said officer acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Notary Public
My Commission Expires:

[SEAL]

IN WITNESS WHEREOF, UMB Bank, N.A., has caused this Second Supplemental Indenture to be signed in its name and behalf by one of its duly authorized officers and its corporate seal to be hereunto affixed and attested by one of its duly authorized officers as of the day first above written.

UMB BANK, N.A.
as Trustee

[SEAL]

By: _____

Name: _____
Title: Vice President

ATTEST:

Name:
Title: Assistant Secretary

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

On this ____ day of _____, 2007, before me, the undersigned, a Notary Public, appeared _____ who, being before me duly sworn, did say that he/she is a _____ of UMB BANK, N.A., St. Louis, Missouri, a national banking association organized and existing under the laws of the United States of America, and that the seal affixed to the foregoing instrument is the corporate seal of said banking association, and that said instrument was signed and sealed in behalf of said banking association by authority of its Board of Directors, and said officer acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of said trust company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Notary Public

My Commission Expires:

[SEAL]

**EXHIBIT A
PROPERTY DESCRIPTION**

Existing Hudlin Park

A tract of land being located in Part of Block 2022 of the City of St. Louis, and being more particularly described as follows:

BEGINNING at the point of intersection of the South line of Barnes-Jewish Hospital Plaza, 130 feet wide, with the West line of Euclid Avenue, 130 feet wide, thence along said West line South 04 degrees 27 minutes 35 seconds West 576.98 feet to the North line of Clayton Avenue, 60 feet wide, thence along said North line South 88 degrees 48 minutes 38 seconds West 484.28 feet to the East line of Kingshighway, variable width, thence along said East line the following courses and distances: thence North 50 degrees 43 minutes 46 seconds West 32.29 feet to a point of curvature to the right for which the radius point bears North 39 degrees 16 minutes 16 seconds East 560.69 feet; thence along last said curve with a chord which bears North 23 degrees 58 minutes 45 seconds West 504.73 feet, an arc length of 523.54 feet to a point of non-tangency; thence North 02 degrees 38 minutes 54 seconds East 128.81 feet; thence North 47 degrees 38 minutes 54 seconds East 14.14 feet to the South line of above said Barnes-Jewish Hospital Plaza; thence along last said South line South 87 degrees 20 minutes 24 seconds East 743.56 feet to the POINT OF BEGINNING and containing 410,104 square feet or 9.415 acres, more or less, according to calculations by Stock and Associates Consulting Engineers, Inc. on August 23, 2006.

EXHIBIT 2

SECOND SUPPLEMENTAL LEASE PURCHASE AGREEMENT

SECOND SUPPLEMENTAL LEASE PURCHASE AGREEMENT
between
ST. LOUIS MUNICIPAL FINANCE CORPORATION
and
THE CITY OF ST. LOUIS, MISSOURI

DATED AS OF JANUARY 15, 2007

SECOND SUPPLEMENTAL LEASE PURCHASE AGREEMENT

THIS SECOND SUPPLEMENTAL LEASE PURCHASE AGREEMENT (the "Second Supplemental Lease"), made and entered into as of January 15, 2007, by and between the St. Louis Municipal Finance Corporation, a nonprofit corporation duly organized under the Missouri Nonprofit Corporation Act, as Lessor (the "Corporation"), and the City of St. Louis, Missouri, a municipal corporation and political subdivision in the State of Missouri, as Lessee (the "City"), which amends and supplements the Lease Purchase Agreement dated as of March 1, 1997 (the "Original Lease") as amended and supplemented by the First Supplemental Lease Purchase Agreement dated as of December 1, 2004 (the "First Supplement") by and between the Corporation and the City,

WITNESSETH:

WHEREAS, the Corporation is a nonprofit corporation organized under the Missouri Nonprofit Corporation Act with full lawful power and authority to enter into this Second Supplemental Lease by and through its Board of Directors;

WHEREAS, the City is a municipal corporation and political subdivision duly organized and existing under its Charter and the Constitution and the laws of the State of Missouri with full lawful power and authority to enter into this Second Supplemental Lease by and through its duly authorized officers;

WHEREAS, pursuant to the Indenture of Trust dated as of March 1, 1997 (the "Original Indenture"), the Corporation has previously authorized, executed and delivered its Forest Park Leasehold Revenue Improvement Bonds, (City of St. Louis, Missouri, Lessee) Series 1997 (the "Series 1997 Bonds"), to provide funds to construct, renovate, replace, equip and install site furnishings and improvements to Forest Park (the "Forest Park Improvements");

WHEREAS, pursuant to the terms the First Supplemental Indenture dated as of December 1, 2004 (the "First Supplemental Indenture") the Corporation has previously authorized, executed and delivered its \$16,400,000 Forest Park Leasehold Revenue Refunding Bonds (City of St. Louis, Missouri, Lessee) Series 2004 (the "Series 2004 Bonds" or the "Bonds") to refund the outstanding Series 1997 Bonds;

WHEREAS, pursuant to the terms of a Base Lease by and between the City and the Corporation, dated as of March 1, 1997 (the "Base Lease"), the City leased the real estate described in Schedule I to the Base Lease and the existing improvements and certain equipment and other personal property to the Corporation for the payments and upon the terms and conditions therein set forth;

WHEREAS, pursuant to the terms of the Original Lease as amended and supplemented by the First Supplement, the Corporation subleased the Forest Park Improvements to the City;

WHEREAS, concurrently with the execution of the First Supplement, the Corporation executed and delivered a First Supplemental Indenture of Trust dated as of December 1, 2004 (the "First Supplemental Indenture" and collectively with the Original Indenture, the "Indenture") pursuant to which the Series 2004 Bonds were issued;

WHEREAS, the City, pursuant to Ordinance _____ [B.B. # _____], in consideration of funds contributed by Barnes-Jewish Hospital ("BJH") for the maintenance of Forest Park, and certain other good and valuable consideration, has agreed to enter into a certain Amended and Restated Lease with BJH (as amended, the "Amended and Restated BJH Lease");

WHEREAS, the Amended and Restated BJH Lease covers a portion of the Property and the terms of the Amended and Restated BJH Lease require release of that portion of the Property subject to the Amended and Restated BJH Lease from the terms of the Original Lease, as amended and supplemented by the First Supplement and from any and all of the documents related to the Series 2004 Bonds as described on Schedule I; and

WHEREAS, the Corporation and the City have agreed to release the portion of the Property subject to the Amended and Restated BJH Lease from the terms of the Original Lease, as amended and supplemented by the First Supplement, and any and all of the documents related to the Series 2004 Bonds and have agreed to enter into this Second Supplemental Lease in order to evidence that release.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein set forth, the receipt

and sufficiency of which is hereby acknowledged, the parties do covenant and agree as follows:

ARTICLE I
DEFINITIONS AND RULES OF CONSTRUCTION

Section 1.1. Definitions of Words and Terms. Capitalized words and terms as used in the Base Lease, the Original Lease, the First Supplement, this Second Supplemental Lease and the Indenture shall have the meanings set forth in the Indenture as amended by the First Supplemental Indenture and the Second Supplemental Indenture of Trust dated as of even date herewith, unless some other meaning is plainly intended.

ARTICLE II
REPRESENTATIONS

Section 2.1. Representations by the Corporation. The Corporation represents, warrants and covenants as follows:

(a) The Corporation is a nonprofit corporation duly incorporated under the Missouri Nonprofit Corporation Act and has corporate power to enter into this Second Supplemental Lease. By proper corporate action its officers have been duly authorized to execute and deliver this Second Supplemental Lease;

(b) The execution and delivery of this Second Supplemental Lease and the consummation of the transactions herein contemplated will not conflict with or constitute a breach of or default under the Corporation's articles of incorporation or bylaws or any bond, debenture, note or other evidence of indebtedness of the Corporation, or any contract, agreement or sublease to which the Corporation is a party or by which it is bound or materially affecting its property or assets; and

(c) The amendment to the Original Lease, as supplemented by the First Supplement and this Second Supplemental Lease, and the provision of certain funds for the long-term maintenance of Forest Park, by BJH, will further the public purposes of the Corporation.

Section 2.2. Representations of the City. The City represents, warrants and covenants as follows:

(a) The City is a municipal corporation and political subdivision, duly created and existing under and pursuant to its Charter and the Constitution and laws of the State of Missouri;

(b) The amendment to the Original Lease, as supplemented by the First Supplement and this Second Supplemental Lease, by the Corporation to the City, will contribute to the general welfare and benefit of the City and its residents by providing for the Project, which will serve the aforesaid purposes and is therefore necessary, desirable and in the public interest;

(c) The City, pursuant to its Charter and the Ordinance, has full power and authority to enter into the transactions contemplated by this Second Supplemental Lease and to carry out its obligations hereunder, and has been duly authorized to execute and deliver this Second Supplemental Lease and by proper action has duly authorized the execution and delivery of this Second Supplemental Lease;

(d) Neither the execution and delivery of this Second Supplemental Lease, nor the fulfillment of or compliance with the terms and conditions hereof, nor the consummation of the transactions contemplated hereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the City is now a party or by which the City is bound;

(e) The City has not made, done, executed or suffered, and warrants that it will not make, do, execute or suffer, any act or thing whereby the City's interests in any property now or hereafter included in the Forest Park Improvements shall be or may be impaired, changed or encumbered in any manner whatsoever except as permitted by the Base Lease, as amended, and the Original Lease as amended by the First Supplement and this Second Supplemental Lease;

(f) The City is now owner of the Property free and clear of any liens or encumbrances except the Permitted Encumbrances, and such real property is presently exempt from property and other taxes levied by the State of Missouri or any political subdivision thereof or by the City;

(g) Pursuant to the Base Lease as amended to release the property subject to the Amended and Restated BJH Lease,

the Corporation has been vested with a good and valid leasehold interest in the Property excluding the property subject to the Amended and Restated BJH Lease; and

(h) It is the City's continuing intent to pay all Rentals and Additional Rents for the Lease Term if funds are legally available therefor, and in that regard, the City represents that the use of the Property, including the Forest Park Improvements, is essential to its proper, efficient and economic operation.

ARTICLE III
AMENDMENTS TO THE ORIGINAL LEASE AND FIRST SUPPLEMENT

1. Section 3.1(b) of the Original Lease, as amended and supplemented by the First Supplement, is deleted in its entirety and the following shall be inserted in lieu thereof:

“Section 3.1. Conveyance; Granting of Leasehold. (b.) The Corporation, by these presents, hereby rents, leases and sublets the Property currently under its control and management, subject to the Permitted Encumbrances, unto the City and the City hereby rents and leases such Property, subject to Permitted Encumbrances, from the Corporation for the Rentals and Additional Rents and subject to the terms and conditions hereinafter set forth; provided further that as of January 15, 2007, the Schedule I to the Original Lease, as amended and supplemented by the First Supplement and the definitions of the Property for all purposes shall be revised as set forth in Schedule I to this Second Supplemental Lease.”

2. Ratification of Original Lease and First Supplement and Incorporation of Terms of Original Lease and First Supplement. The Original Lease, as amended and supplemented by the First Supplement and this Second Supplemental Lease, is in all respects ratified and confirmed and the Original Lease as so amended and supplemented shall be read, taken and construed as one in the same instrument. Except as herein otherwise expressly provided, all the provisions, definitions, terms and conditions of the Original Lease, as amended and supplemented by the First Supplement and this Second Supplemental Lease, shall be deemed to be incorporated in, and made a part of, this Second Supplemental Lease. All references to “this Lease Purchase Agreement” in the Original Lease and in the First Supplement shall be to the Original Lease as amended and supplemented by the First Supplement, the Second Supplemental Lease and as otherwise amended and supplemented from time to time, provided however that the Original Lease as so amended may not include any property subject to the terms of the Amended and Restated BJH Lease without the prior written consent of BJH.

ARTICLE IV
MISCELLANEOUS

Section 4.1. Binding Effect. This Second Supplemental Lease shall inure to the benefit of and shall be binding upon the City, the Corporation and their respective successors and assigns.

Section 4.2. Severability. In the event any provision hereof shall be determined to be invalid or unenforceable, the validity and effect of the other provisions hereof shall not be affected thereby.

Section 4.3. Amendments, Changes and Modifications. This Second Supplemental Lease may not be effectively amended, changed, modified, altered or terminated, except as provided in Article XII of the Indenture.

Section 4.4. Execution in Counterparts. This Second Supplemental Lease may be executed simultaneously in two or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute but one and the same instrument.

Section 4.5. Applicable Law. This Second Supplemental Lease shall be governed by and construed in accordance with the laws of the State of Missouri.

Section 4.6. Captions. The Section and Article headings herein are for convenience only and in no way define, limit or describe the scope or intent of any of the provisions hereof.

Section 4.7. Notices. It shall be sufficient service of any notice, request, compliant, demand or other paper required by this Second Supplemental Lease to be given to or filed with the City, the Corporation or the Trustee if the same is given or filed in the manner and at the address specified in the Indenture.

Section 4.8. Delivery of Documents. The City agrees to cooperate with the Corporation and make all filings and recordings required under the Indenture, including but not limited to this Second Supplemental Lease, the First Supplemental Base Lease and the Second Supplemental Indenture.

[Balance of page left blank intentionally.]

IN WITNESS WHEREOF, the City has caused this Second Supplemental Lease Purchase Agreement to be executed in its name with its seal hereunder affixed and attested by its duly authorized officers as of the date first above written.

CITY OF ST. LOUIS, MISSOURI

[SEAL]

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

ATTEST:

Name: Parrie L. May
Title: City Register

By: _____
Name: Darlene Green
Title: Comptroller

APPROVED AS TO FORM:

Name: Patricia A. Hageman
Title: City Counselor

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

On this ____ day of _____, 2007, before me appeared Francis G. Slay, to me personally known, who, being by me duly sworn, did say that he is the Mayor of the CITY OF ST. LOUIS, MISSOURI, a political subdivision of the State of Missouri, and that the seal affixed to the foregoing instrument is the seal of said City, and said instrument was signed and sealed in behalf of said City by authority of its Board of Aldermen, and said individual acknowledged said instrument to be the free act and deed of said City.

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

Notary Public

My Commission Expires:

[SEAL]

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

On this ____ day of _____, 2007, before me appeared Darlene Green, to me personally known, who, being by me duly sworn, did say that she is the Comptroller of the CITY OF ST. LOUIS, MISSOURI, a political subdivision of the State of Missouri, and that the seal affixed to the foregoing instrument is the seal of said City, and said instrument was signed and sealed in behalf of said City by authority of its Board of Aldermen, and said individual acknowledged said instrument to be the free

act and deed of said City.

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

Notary Public

My Commission Expires:

[SEAL]

IN WITNESS WHEREOF, the Corporation has executed this Second Supplemental Lease Purchase Agreement in its name with its seal hereunto affixed and attested by its duly authorized officers as of the date first above written.

ST. LOUIS MUNICIPAL FINANCE CORPORATION
as Lessee

[SEAL]

By: _____
Name: _____
Title: President

ATTEST:

Name: _____
Title: _____

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

On this ____ day of _____, 2007, before me, the undersigned, a Notary Public, appeared _____ to me personally known, who, being by me duly sworn, did say that he/she is the President of ST. LOUIS MUNICIPAL FINANCE CORPORATION, a Missouri not-for-profit corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said officer acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Notary Public

My Commission Expires:

[SEAL]

SCHEDULE I

SCHEDULE I TO THE SECOND SUPPLEMENTAL LEASE PURCHASE AGREEMENT DATED AS OF JANUARY 15, 2007, BETWEEN THE CITY OF ST. LOUIS, MISSOURI AND ST. LOUIS MUNICIPAL FINANCE CORPORATION AND TO LEASE PURCHASE AGREEMENT, AS AMENDED, BETWEEN ST. LOUIS MUNICIPAL FINANCE CORPORATION AND THE CITY OF ST. LOUIS, MISSOURI, AND THE INDENTURE, AS AMENDED BETWEEN THE ST. LOUIS MUNICIPAL FINANCE CORPORATION AND UMB BANK OF ST. LOUIS, N.A.

The City's interest in the following-described real estate situated in the City of St. Louis, Missouri:

All of City Block 2022 in the City of St. Louis, except those portions contained within the U.S. 40 / Interstate 64 right of way, the Forest Park Parkway (Rock Island Highway) right of way, and the Metro-Link right of way, subject to the conditions of all existing easements and leases and other encumbrances of record.

Except for the following described property:

Two parcels of land in Section 13, Township 45 North – Range 6 East. City of St. Louis, Missouri, and being more particularly described as:

A tract of land in Section 13, Township 45 North – Range 6 East, City of St. Louis, Missouri, and being more particularly described as:

Beginning at a point reached by the following courses and distances:

Beginning at the Southeast corner of Lot 33 of "Catlin Tract", a City of St. Louis subdivision in City Block 5539-E, said point being also a point in the North line of Lindell Boulevard, 50 feet wide; thence South 40 degrees 22 minutes 21 seconds West 3055.40 feet to a point; thence North 47 degrees 58 minutes 00 seconds West 175.01 feet to a point; thence along a curve to the left whose radius point bears South 42 degrees 01 minute 59 seconds West 24.99 feet from the last mentioned point, a distance of 39.25 feet to a point; thence South 42 degrees 03 minutes 00 seconds West 33.69 feet to the actual point of beginning; thence South 42 degrees 03 minutes 00 seconds West 189.87 feet to a point; thence North 48 degrees 14 minutes 20 seconds West 193.84 feet to a point; thence South 41 degrees 45 minutes 40 seconds West 134.00 feet to a point; thence South 48 degrees 14 minutes 00 seconds East 193.79 feet to a point; thence South 41 degrees 45 minutes 40 seconds West 126.45 feet to a point; thence along a curve to the left whose radius point bears South 48 degrees 14 minutes 18 seconds East 18.00 feet from the last mentioned point, a distance of 26.50 feet to a point; thence North 48 degrees 14 minutes 20 seconds West 318.60 feet to a point; thence North 41 degrees 41 minutes 18 seconds East 469.68 feet to a point; thence South 47 degrees 58 minutes 00 seconds East 303.98 feet to the actual point of beginning and containing 2.6665 acres according to calculations by Volz, Inc. on December 26, 1995.

TOGETHER WITH:

A tract of land in Section 13, Township 45 North – Range 6 East, City of St. Louis, Missouri and being more particularly described as:

Beginning at a point reached by the following courses and distances:

Beginning at the Southeast corner of Lot 33 of "Catlin Tract", a City of St. Louis subdivision in City Block 5539-E, said point being also a point in the North line of Lindell Boulevard, 50 feet wide; thence South 40 degrees 22 minutes 21 seconds West 3055.40 feet to a point; thence South 47 degrees 58 minutes 00 seconds East 162.34 feet to a point; thence South 45 degrees 13 minutes 37 seconds East 77.12 feet to a point; thence South 44 degrees 14 minutes 41 seconds East 1.06 feet to a point; thence along a curve to the left whose radius point bears South 45 degrees 45 minutes 19 seconds West 24.50 feet from the last mentioned point, a distance of 40.01 feet to a point; thence South 42 degrees 11 minutes 28 seconds West 31.37 feet to the actual point of beginning; thence South 47 degrees 58 minutes 00 seconds East 258.52 feet to a point; thence South 42 degrees 11 minutes 28 seconds West 215.00 feet to a point; thence North 47 degrees 58 minutes 00 seconds West 183.19 feet to a point; thence along a curve to the right whose radius point bears North 43 degrees 07 minutes 08 seconds West 275.00 feet from the last mentioned point, a distance of 158.93 feet to a point; thence along a curve to the left whose radius point bears North 19 degrees 40 minutes 09 seconds West 250.00 feet from the last mentioned point, a distance of 128.38 feet

to a point; thence North 47 degrees 46 minutes 32 seconds West 12.50 feet to a point; thence North 42 degrees 13 minutes 28 seconds East 23.30 feet to a point; thence North 63 degrees 11 minutes 57 seconds West 20.46 feet to a point, thence along a curve to the right whose radius point bears North 26 degrees 48 minutes 03 seconds East 12.50 feet from the last mentioned point, a distance of 22.99 feet to a point; thence North 42 degrees 11 minutes 28 seconds East 207.43 feet to the actual point of beginning and containing 1.3335 acres according to calculations by Volz, Inc. on December 26, 1995.

TOGETHER WITH all appurtenances, tenements, hereditaments, accretions, rights, privileges, easements and immunities appertaining thereto, and all gaps, gores, strips or spits of land lying between the above described parcels and the "Existing Art Museum" described on Exhibit A to the Lease of which this Exhibit B is attached, it being the intent hereof for the City to lease to the Subdistrict all of the land within the outside periphery of the property depicted on Exhibit C to the Lease of which this Exhibit B is attached not included within the property described on such Exhibit A.

PROVIDED HOWEVER, THAT AS OF JANUARY 15, 2007, the Property shall not include Leased Premises as defined in the Amended and Restated BJH Lease as described below:

A tract of land being located in Part of Block 2022 of the City of St. Louis, and being more particularly described as follows:

BEGINNING at the point of intersection of the South line of Barnes-Jewish Hospital Plaza, 130 feet wide, with the West line of Euclid Avenue, 130 feet wide, thence along said West line South 04 degrees 27 minutes 35 seconds West 576.98 feet to the North line of Clayton Avenue, 60 feet wide, thence along said North line South 88 degrees 48 minutes 38 seconds West 484.28 feet to the East line of Kingshighway, variable width, thence along said East line the following courses and distances: thence North 50 degrees 43 minutes 46 seconds West 32.29 feet to a point of curvature to the right for which the radius point bears North 39 degrees 16 minutes 16 seconds East 560.69 feet; thence along last said curve with a chord which bears North 23 degrees 58 minutes 45 seconds West 504.73 feet, an arc length of 523.54 feet to a point of non-tangency; thence North 02 degrees 38 minutes 54 seconds East 128.81 feet; thence North 47 degrees 38 minutes 54 seconds East 14.14 feet to the South line of above said Barnes-Jewish Hospital Plaza; thence along last said South line South 87 degrees 20 minutes 24 seconds East 743.56 feet to the POINT OF BEGINNING and containing 410,104 square feet or 9.415 acres, more or less, according to calculations by Stock and Associates Consulting Engineers, Inc. on August 23, 2006.

EXHIBIT 3
FIRST SUPPLEMENTAL BASE LEASE

FIRST SUPPLEMENTAL BASE LEASE
between
THE CITY OF ST. LOUIS, MISSOURI
and
ST. LOUIS MUNICIPAL FINANCE CORPORATION
DATED AS OF JANUARY 15, 2007

FIRST SUPPLEMENTAL BASE LEASE

THIS FIRST SUPPLEMENTAL BASE LEASE (the "First Supplemental Base Lease") dated as of January 15, 2007, by and between the CITY OF ST. LOUIS, a municipal corporation and political subdivision in the State of Missouri (the "City"), and ST. LOUIS MUNICIPAL FINANCE CORPORATION, a nonprofit corporation duly organized under the Missouri Nonprofit Corporation Act (the "Corporation") which amends the Base Lease dated as of March 1, 1997 between the City and the Corporation (the "Base Lease"),

WITNESSETH:

WHEREAS, the City is a municipal corporation and a political subdivision duly organized and existing under its Charter

and the Constitution and the laws of the State of Missouri with full lawful power and authority to enter into this First Supplemental Base Lease by and through its duly authorized officers;

WHEREAS, the Corporation is a nonprofit corporation organized under the Missouri Nonprofit Corporation Act with full lawful power and authority to enter into this First Supplemental Base Lease by and through its Board of Directors;

WHEREAS, the Corporation is a party to the Base Lease and holds leasehold title to the Property (as defined in the Base Lease);

WHEREAS, the City owns fee simple title to the Property, which is located in the City, including any improvements thereon;

WHEREAS, the Corporation and the City entered into the Base Lease in order for the Corporation to lease the real estate and to provide funds to the City to construct, renovate, replace, equip and install site furnishings and improvements for Forest Park;

WHEREAS, the Corporation previously issued, for the purpose of achieving the foregoing purposes, its \$19,270,000 Forest Park Leasehold Revenue Improvement Bonds (City of St. Louis, Missouri, Lessee), Series 1997 (the "Series 1997 Bonds"), authorized under and pursuant to a certain Indenture of Trust dated as of March 1, 1997 between the Corporation and UMB Bank of St. Louis, N.A. as Trustee (the "Indenture");

WHEREAS, the Corporation previously issued, for the purpose of achieving the foregoing purposes and to refund the Series 1997 Bonds, its \$16,400,000 Forest Park Leasehold Revenue Refunding Improvement Bonds (City of St. Louis, Missouri, Lessee), Series 2004 (the "Series 2004 Bonds"), authorized pursuant to a certain First Supplemental Indenture of Trust dated as of December 1, 2004, between the Corporation and the Trustee (the "First Supplemental Indenture");

WHEREAS, the City, pursuant to Ordinance _____ [B.B. # _____], in consideration of funds contributed by Barnes-Jewish Hospital ("BJH") for the maintenance of Forest Park, and certain other good and valuable consideration, has agreed to enter into a certain Amended and Restated Lease with BJH (as amended, the "Amended and Restated BJH Lease");

WHEREAS, the Amended and Restated BJH Lease covers a portion of the Property and the terms of the Amended and Restated BJH Lease require release of that portion of the Property subject to the Amended and Restated BJH Lease from the terms of the Base Lease and from any and all other documents related to the Series 2004 Bonds as described on Schedule I; and

WHEREAS, the Corporation and the City have agreed to release the portion of the Property subject to the Amended and Restated BJH Lease from terms of the Base Lease and any and all other documents related to the Series 2004 Bonds and have agreed to enter this First Supplemental Base Lease in order to evidence that release.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein set forth, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby covenant and agree as follows:

ARTICLE I DEFINITIONS, RULES OF CONSTRUCTION

Section 1.1. Definitions of Words and Terms. Capitalized words and terms, as used in the Base Lease and this First Supplemental Base Lease, shall have the meaning set forth in the Indenture, unless some other meaning is expressly intended.

ARTICLE II REPRESENTATIONS

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

(a) The City is a municipal corporation and political subdivision duly created and existing under and pursuant to its Charter and the Constitution and laws of the State of Missouri;

(b) The amendment of the Base Lease in order to release the portion of the Property subject to the Amended and Restated BJH Lease and any improvements now or hereafter constructed or located thereon, as provided in this First Supplemental Base Lease, will provide an essential service to the City and will contribute the general welfare, safety and benefits of the City and

its residents and as a result thereof will serve all the aforesaid purposes and is therefore necessary, desirable and in the public interest;

(c) The City, pursuant to its Charter and the Ordinance has full power and authority to enter into the transactions contemplated by this First Supplemental Base Lease and to carry out its obligations hereunder, and has been duly authorized to execute and deliver this First Supplemental Base Lease and by proper action has duly authorized the execution and delivery of this First Supplemental Base Lease;

(d) Neither the execution and delivery of this First Supplemental Base Lease, nor the fulfillment of or compliance with the terms and conditions hereof, nor the consummation of the transactions contemplated hereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the City is now a party or by which the City is bound; and

(e) The City has not made, done, executed or suffered, and warrants that it will not make, do, execute or suffer, any act or thing whereby the City's interests in any property now or hereafter included in the Property shall be or may be impaired, changed or encumbered in any manner whatsoever except as permitted by this First Supplemental Base Lease and the Lease Purchase Agreement.

Section 2.2. Representations of the Corporation. The Corporation represents, warrants and covenants as follows:

(a) The Corporation is a nonprofit corporation duly incorporated under the Missouri Nonprofit Corporation Act and has full corporate power and authority to enter into this First Supplemental Base Lease and, by proper corporate action, its officers have been duly authorized to execute and deliver this First Supplemental Base Lease and, by proper corporate action, the Corporation has duly authorized the execution and delivery of this First Supplemental Base Lease; and

(b) The execution and delivery of this First Supplemental Base Lease and the consummation of the transactions herein contemplated will not conflict with or constitute a breach of or default under the Corporation's Articles of Incorporation or Bylaws or any bond, debenture, note or other evidence of indebtedness of the Corporation, or any contract, agreement or lease to which the Corporation is a party or by which it is bound.

**ARTICLE III
AMENDMENTS TO BASE LEASE**

1. Section 3.1 of the Base Lease is deleted in its entirety and the following shall be inserted in lieu thereof:

“Section 3.1. Lease of Property. The City demises and leases to the Corporation the Property currently under its control and management and the Corporation leases from the City effective March 1, 1997, such Property upon the terms and conditions herein provided, and with respect to the Property, subject to Permitted Encumbrances, for a Base Lease Term commencing as of the Dated Date and ending twenty (20) years beyond the final maturity date of the Series 1997 Bonds; provided, however, that if the Bonds have been paid in full at maturity or defeased pursuant to Article XIII of the Indenture and the City has not been required to surrender possession of the Property due to an Event of Non-Appropriation or an Event of Default under the Lease Purchase Agreement, the Base Lease will terminate upon such payment in full or defeasance; provided, further that as of January 15, 2007, Schedule I to the Base Lease, Schedule I to the Lease Purchase Agreement [, Schedule ___ to the Indenture] and the definitions of Property for all purposes of the Indenture (as amended), the Lease Purchase Agreement and the Series 2004 Bonds shall be revised as set forth in Schedule I to the First Supplemental Base Lease.”

2. Ratification of Base Lease and Incorporation of Terms of Base Lease. The Base Lease, as amended and supplemented by this First Supplemental Base Lease, is in all respects ratified and confirmed and the Base Lease as so amended and supplemented shall be read, taken and construed as one in the same instrument. Except as herein otherwise expressly provided, all the provisions, definitions, terms and conditions of the Base Lease, as amended and supplemented by this First Supplemental Base Lease, shall be deemed to be incorporated in, and made a part of, this First Supplemental Base Lease. All references to “this Base Lease” in the Base Lease shall be to the Base Lease as amended and supplemented by this First Supplemental Base Lease and as otherwise amended and supplemented from time to time, provided, however that the Base Lease may not include any property subject to the terms of the Amended and Restated BJH Lease approved pursuant to Ordinance _____ [B.B. # _____].

**ARTICLE IV
MISCELLANEOUS**

Section 4.1. Binding Effect. This First Supplemental Base Lease shall inure to the benefit of and shall be binding upon the City, the Corporation and their respective successors and assigns.

Section 4.2. Severability. In the event any provision hereof shall be determined to be invalid or unenforceable, the validity and effect of the other provisions hereof shall not be affected thereby.

Section 4.3. Amendments, Changes and Modifications. This First Supplemental Base Lease may not be effectively amended, changed, modified, altered or terminated, except as provided in Article XII of the Indenture and subject to the requirement to obtain the consent of BJH under the limited circumstances provided in Article III hereof.

Section 4.4. Execution in Counterparts. This First Supplemental Base Lease may be executed simultaneously in two or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute but one and the same instrument.

Section 4.5. Applicable Law. This First Supplemental Base Lease shall be governed by and construed in accordance with the laws of the State of Missouri.

Section 4.6. Captions. The Section and Article headings herein are for convenience only and in no way define, limit or describe the scope or intent of any of the provisions hereof.

Section 4.7. Notices. It shall be sufficient service of any notice, request, compliant, demand or other paper required by this First Supplemental Base Lease to be given to or filed with the City, the Corporation or the Trustee if the same is given or filed in the manner and at the address specified in the Indenture.

Section 4.8. Delivery of Documents. The City agrees to cooperate with the Corporation and make all filings and recordings required under the Indenture, including, but not limited to, this First Supplemental Base Lease, the Second Supplemental Lease Purchase Agreement and the Second Supplemental Indenture.

[Balance of page left blank intentionally.]

IN WITNESS WHEREOF, the City has caused this First Supplemental Base Lease to be executed in its name with its seal hereunder affixed and attested by its duly authorized officers. All of the above occurred as of the date first above written.

CITY OF ST. LOUIS, MISSOURI

[SEAL]

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

ATTEST:

Name: Parrie L. May
Title: City Register

By: _____
Name: Darlene Green
Title: Comptroller

APPROVED AS TO FORM:

Name: Patricia A. Hageman
Title: City Counselor

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

On this ___ day of _____, 2007, before me appeared Francis G. Slay, to me personally known, who, being by me duly sworn, did say that he is the Mayor of the CITY OF ST. LOUIS, MISSOURI, a political subdivision of the State of Missouri, and that the seal affixed to the foregoing instrument is the seal of said City, and said instrument was signed and sealed in behalf of said City by authority of its Board of Aldermen, and said individual acknowledged said instrument to be the free act and deed of said City.

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

Notary Public
My Commission Expires:

[SEAL]

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

On this ___ day of _____, 2007, before me appeared Darlene Green, to me personally known, who, being by me duly sworn, did say that she is the Comptroller of the CITY OF ST. LOUIS, MISSOURI, a political subdivision of the State of Missouri, and that the seal affixed to the foregoing instrument is the seal of said City, and said instrument was signed and sealed in behalf of said City by authority of its Board of Aldermen, and said individual acknowledged said instrument to be the free act and deed of said City.

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

Notary Public
My Commission Expires:

[SEAL]

IN WITNESS WHEREOF, the Corporation has executed this First Supplemental Base Lease in its name with its seal hereunto affixed and attested by its duly authorized officers. All of the above occurred as of the date first above written.

ST. LOUIS MUNICIPAL FINANCE CORPORATION
as Lessee

[SEAL]

By: _____
Name: _____
Title: President

ATTEST:

Name: _____

Title: _____

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

On this ____ day of _____, 2007, before me, the undersigned, a Notary Public, appeared _____ to me personally known, who, being by me duly sworn, did say that he/she is the President of ST. LOUIS MUNICIPAL FINANCE CORPORATION, a Missouri not-for-profit corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said officer acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Notary Public

My Commission Expires:

[SEAL]

SCHEDULE I

SCHEDULE I TO FIRST SUPPLEMENTAL BASE LEASE DATED AS OF JANUARY 15, 2007, BETWEEN THE CITY OF ST. LOUIS, MISSOURI AND ST. LOUIS MUNICIPAL FINANCE CORPORATION AND TO LEASE PURCHASE AGREEMENT, AS AMENDED, BETWEEN ST. LOUIS MUNICIPAL FINANCE CORPORATION AND THE CITY OF ST. LOUIS, MISSOURI, AND THE INDENTURE, AS AMENDED BETWEEN THE ST. LOUIS MUNICIPAL FINANCE CORPORATION AND UMB BANK OF ST. LOUIS, N.A.

The City’s interest in the following-described real estate situated in the City of St. Louis, Missouri:

All of City Block 2022 in the City of St. Louis, except those portions contained within the U.S. 40 / Interstate 64 right of way, the Forest Park Parkway (Rock Island Highway) right of way, and the Metro-Link right of way, subject to the conditions of all existing easements and leases and other encumbrances of record.

Except for the following described property:

Two parcels of land in Section 13, Township 45 North – Range 6 East. City of St. Louis, Missouri, and being more particularly described as:

A tract of land in Section 13, Township 45 North – Range 6 East, City of St. Louis, Missouri, and being more particularly described as:

Beginning at a point reached by the following courses and distances:

Beginning at the Southeast corner of Lot 33 of “Catlin Tract”, a City of St. Louis subdivision in City Block 5539-E, said point being also a point in the North line of Lindell Boulevard, 50 feet wide; thence South 40 degrees 22 minutes 21 seconds West 3055.40 feet to a point; thence North 47 degrees 58 minutes 00 seconds West 175.01 feet to a point; thence along a curve to the left whose radius point bears South 42 degrees 01 minute 59 seconds West 24.99 feet from the last mentioned point, a distance of 39.25 feet to a point; thence South 42 degrees 03 minutes 00 seconds West 33.69 feet to the actual point of beginning; thence South 42 degrees 03 minutes 00 seconds West 189.87 feet to a point; thence North 48 degrees 14 minutes 20 seconds West 193.84 feet to a point; thence South 41 degrees 45 minutes 40 seconds West 134.00 feet to a point; thence South 48 degrees 14 minutes 00 seconds East 193.79 feet to a point; thence South 41 degrees 45 minutes 40 seconds West 126.45 feet to a point; thence along a curve to the left whose radius point bears South 48 degrees 14 minutes 18 seconds East 18.00 feet from the last mentioned point, a distance of 26.50 feet to a point; thence North 48 degrees 14 minutes 20 seconds West 318.60 feet to appoint; thence North 41 degrees 41 minutes 18 seconds East

469.68 feet to a point; thence South 47 degrees 58 minutes 00 seconds East 303.98 feet to the actual point of beginning and containing 2.6665 acres according to calculations by Volz, Inc. on December 26, 1995.

TOGETHER WITH:

A tract of land in Section 13, Township 45 North – Range 6 East, City of St. Louis, Missouri and being more particularly described as:

Beginning at a point reached by the following courses and distances:

Beginning at the Southeast corner of Lot 33 of “Catlin Tract”, a City of St. Louis subdivision in City Block 5539-E, said point being also a point in the North line of Lindell Boulevard, 50 feet wide; thence South 40 degrees 22 minutes 21 seconds West 3055.40 feet to a point; thence South 47 degrees 58 minutes 00 seconds East 162.34 feet to a point; thence South 45 degrees 13 minutes 37 seconds East 77.12 feet to a point; thence South 44 degrees 14 minutes 41 seconds East 1.06 feet to a point; thence along a curve to the left whose radius point bears South 45 degrees 45 minutes 19 seconds West 24.50 feet from the last mentioned point, a distance of 40.01 feet to a point; thence South 42 degrees 11 minutes 28 seconds West 31.37 feet to the actual point of beginning; thence South 47 degrees 58 minutes 00 seconds East 258.52 feet to a point; thence South 42 degrees 11 minutes 28 seconds West 215.00 feet to a point; thence North 47 degrees 58 minutes 00 seconds West 183.19 feet to a point; thence along a curve to the right whose radius point bears North 43 degrees 07 minutes 08 seconds West 275.00 feet from the last mentioned point, a distance of 158.93 feet to a point; thence along a curve to the left whose radius point bears North 19 degrees 40 minutes 09 seconds West 250.00 feet from the last mentioned point, a distance of 128.38 feet to a point; thence North 47 degrees 46 minutes 32 seconds West 12.50 feet to a point; thence North 42 degrees 13 minutes 28 seconds East 23.30 feet to a point; thence North 63 degrees 11 minutes 57 seconds West 20.46 feet to a point, thence along a curve to the right whose radius point bears North 26 degrees 48 minutes 03 seconds East 12.50 feet from the last mentioned point, a distance of 22.99 feet to a point; thence North 42 degrees 11 minutes 28 seconds East 207.43 feet to the actual point of beginning and containing 1.3335 acres according to calculations by Volz, Inc. on December 26, 1995.

TOGETHER WITH all appurtenances, tenements, hereditaments, accretions, rights, privileges, easements and immunities appertaining thereto, and all gaps, gores, strips or spits of land lying between the above described parcels and the “Existing Art Museum” described on Exhibit A to the Lease of which this Exhibit B is attached, it being the intent hereof for the City to lease to the Subdistrict all of the land within the outside periphery of the property depicted on Exhibit C to the Lease of which this Exhibit B is attached not included within the property described on such Exhibit A.

PROVIDED HOWEVER, THAT AS OF JANUARY 15, 2007, the Property shall not include Leased Premises as defined in the Amended and Restated BJH Lease. A Memorandum of the Amended and Restated BJH Lease was recorded on _____, 2007 at Book _____ Page _____ covering the property described below:

A tract of land being located in Part of Block 2022 of the City of St. Louis, and being more particularly described as follows:

BEGINNING at the point of intersection of the South line of Barnes-Jewish Hospital Plaza, 130 feet wide, with the West line of Euclid Avenue, 130 feet wide, thence along said West line South 04 degrees 27 minutes 35 seconds West 576.98 feet to the North line of Clayton Avenue, 60 feet wide, thence along said North line South 88 degrees 48 minutes 38 seconds West 484.28 feet to the East line of Kingshighway, variable width, thence along said East line the following courses and distances: thence North 50 degrees 43 minutes 46 seconds West 32.29 feet to a point of curvature to the right for which the radius point bears North 39 degrees 16 minutes 16 seconds East 560.69 feet; thence along last said curve with a chord which bears North 23 degrees 58 minutes 45 seconds West 504.73 feet, an arc length of 523.54 feet to a point of non-tangency; thence North 02 degrees 38 minutes 54 seconds East 128.81 feet; thence North 47 degrees 38 minutes 54 seconds East 14.14 feet to the South line of above said Barnes-Jewish Hospital Plaza; thence along last said South line South 87 degrees 20 minutes 24 seconds East 743.56 feet to the POINT OF BEGINNING and containing 410,104 square feet or 9.415 acres, more or less, according to calculations by Stock and Associates Consulting Engineers, Inc. on August 23, 2006.

Approved: March 5, 2007