

ORDINANCE #68953
Board Bill No. 122

AN ORDINANCE RECOMMENDED BY THE BOARD OF ESTIMATE AND APPORTIONMENT APPROVING THE MODIFICATION OF DOCUMENTS ENTERED INTO IN CONNECTION WITH THE POLICE CAPITAL IMPROVEMENT SALES TAX LEASEHOLD REVENUE BONDS, SERIES 2007; APPROVING AND AUTHORIZING EXECUTION OF THE FIRST SUPPLEMENTAL LEASE PURCHASE AGREEMENT AND APPROVING THE FIRST SUPPLEMENTAL DEED OF TRUST AND SECURITY AGREEMENT IN CONNECTION WITH SUCH MODIFICATION; AND AUTHORIZING CERTAIN OTHER ACTIONS IN CONNECTION WITH THE FOREGOING; AND CONTAINING A SEVERABILITY CLAUSE AND A EMERGENCY CLAUSE.

WHEREAS, the St. Louis Municipal Finance Corporation (the "Corporation") has previously issued its Police Capital Improvement Sales Tax Leasehold Revenue Bonds, Series 2007, dated as of December 1, 2007 (the "Series 2007 Bonds") in an aggregate principal amount of \$25,000,000; and

WHEREAS, in connection with the Series 2007 Bonds, the City of St. Louis, Missouri (the "City"), the Corporation and the Board of Police Commissioners of the Metropolitan Police Department of the City of St. Louis, Missouri, a state agency duly organized and existing under the laws of the State of Missouri (the "Board") have entered into that certain Lease Purchase Agreement dated as of December 1, 2007 (the "Original Lease"); and

WHEREAS, the Corporation and UMB Bank, NA, as Trustee (the "Trustee") have entered into that certain Deed of Trust and Security Agreement dated as of December 1, 2007 (the "Original Deed of Trust"); and

WHEREAS, the Corporation issued the Series 2007 Bonds pursuant to the Trust Indenture dated as of December 1, 2007, as amended by the First Supplemental Trust Indenture dated as of February 8, 2008 (collectively, the "Indenture"), between the Corporation and the Trustee, to provide funds to design, acquire, purchase, construct and install emergency management and preparedness and public health and safety projects, including (i) capital improvements located on the Premises, consisting of three police command stations (the "Premise Improvements") and improvements to other buildings owned by the Police Board (the "Other Improvements," and together with the Premises Improvements, the "Improvements") and (ii) certain communications equipment (the "Communications Property"); and

WHEREAS, due to a relocation of police headquarters to a newly acquired building ("New Police Headquarters"), not all of the line items identified in Exhibit A of the Original Lease as anticipated capital improvements to the police headquarters facilities at the time of execution and delivery of the Original Lease (the "Former Police Headquarters") have been or will be made; and

WHEREAS, the Board has requested the City and the Corporation to substitute certain improvements to be made with proceeds of the Series 2007 Bonds, in lieu of those improvements identified in the Original Lease to be made to the Former Police Headquarters, in order to fund (i) newly identified Improvements to preserve the functionality of the Communications Equipment funded with Series 2007 Bond proceeds in connection with the move of the police headquarters and (ii) other costs necessitated by the New Police Headquarters; and

WHEREAS, the additional list of capital improvements to be made at the New Police Headquarters facilities and added to "Improvements" identified in Exhibit A of the First Supplemental Lease will constitute a portion of the "Other Improvements," in lieu of the line items formerly listed in Exhibit A of the Original Lease which related to the Former Police Headquarters; and

WHEREAS, Assured Guaranty Municipal Corp. (formerly known as Financial Security Assurance Inc.) which issued its municipal bond insurance policy for the Series 2007 Bonds, has consented to the First Supplemental Lease Purchase Agreement and First Supplemental Deed of Trust, with the understanding that the parties' intent is: (i) to apply the remaining Series 2007 Bond proceeds to projects which protect the functionality of the Communications Equipment financed with the Series 2007 Bonds, (ii) to preserve the value of such Communications Equipment assets in connection with the move to New Police Headquarters, and (iii) to allow Series 2007 Bond proceeds to be applied to Improvements necessitated by the move to the New Police Headquarters to facilitate the provision of Police Board services for the public health and safety of City residents;

WHEREAS, the Corporation, the City and the Police Board desire to modify Exhibit A of the Original Lease, as permitted under Section 14.1 of the Original Lease and Section 1201 of the Indenture, with the consent of the Credit Facility Provider, the Trustee, the City, Corporation and Police Board, but without the necessity of obtaining consent of the Series 2007 Bondholders; and

WHEREAS, the Corporation and the Trustee will simultaneously make conforming modifications to Exhibit A of the Original Deed of Trust pursuant to a First Supplemental Deed of Trust (the "First Supplemental Deed of Trust"), each between the Corporation and the Trustee, granting a personal property security interest in the improvements necessitated by the New Police Headquarters, in lieu of certain line items relating to the Former Police Headquarters, as permitted by Section 601(i) of the Indenture and Section 4.2 of the Original Deed of Trust, with consent of the Credit Facility Provider, the Trustee, the City and the Police Board; and

WHEREAS, it is in the best interest of the City if the Board of Aldermen approve the First Supplemental Lease Purchase Agreement and First Supplemental Deed of Trust to effect the modifications described above, and take certain other actions in accordance with such modifications described above.

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

SECTION ONE. The Board of Aldermen hereby approves, and the Mayor and the Comptroller of the City are hereby authorized and directed to execute, on behalf of the City, the First Supplemental Lease Purchase Agreement, attached as Exhibit A to this Ordinance. The City Register is hereby authorized and directed to attest to the First Supplemental Lease Purchase Agreement and to affix the seal of the City thereto. The First Supplemental Lease Purchase Agreement shall be in substantially the form of such document attached to this Ordinance, with such changes therein as shall be approved by the Mayor and the Comptroller executing the same and as may be consistent with the intent of this Ordinance and necessary and appropriate in order to carry out the matters herein authorized.

SECTION TWO. The Mayor and the Comptroller of the City or their designated representatives are hereby authorized and directed to take any and all actions to execute and deliver for and on behalf of the City any and all additional certificates, documents, agreements or other instruments as may be necessary and appropriate in order to carry out the matters herein authorized, with no such further action of the Board of Aldermen necessary to authorize such action by the Mayor and the Comptroller or their designated representatives.

SECTION THREE. The Board of Aldermen hereby approves, and authorizes and directs the officers of the Corporation to approve and to execute the First Supplemental Lease Purchase Agreement and the First Supplemental Deed of Trust and Security Agreement, in substantially the forms presented to and approved by the Board of Aldermen at this meeting and attached as exhibits to this Ordinance and incorporated herein by reference.

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

SECTION FIVE. It is hereby declared to be the intention of the Board of Aldermen that each and every part, section and subsection of this Ordinance shall be separate and severable from each and every other part, section and subsection hereof and that the Board of Aldermen intends to adopt each said part, section and subsection separately and independently of any other part, section and subsection. In the event that any part, section or subsection of this Ordinance shall be determined to be or to have been unlawful or unconstitutional, the remaining parts, sections and subsections shall be and remain in full force and effect, unless the court making such finding shall determine that the valid portions standing alone are incomplete and are incapable of being executed in accord with the legislative intent.

SECTION 6. Emergency. The passage of this Ordinance is necessary for the immediate preservation of the public peace, health and safety; an emergency is hereby declared to exist under the terms and provisions of Article IV, Sections 19 and 20, of the Charter; and this Ordinance shall take effect immediately upon its approval by the Mayor.

EXHIBIT A

FIRST SUPPLEMENTAL LEASE PURCHASE AGREEMENT

THIS FIRST SUPPLEMENTAL LEASE PURCHASE AGREEMENT (this "First Supplemental Lease"), made and entered into as of ____ __, 2011, by and among **St. Louis Municipal Finance Corporation**, a nonprofit corporation duly organized under

the Missouri Nonprofit Corporation Act, as amended (the "Corporation"), as Lessor, **the City of St. Louis, Missouri**, a municipal corporation and political subdivision in the State of Missouri (the "City"), as Lessee, and the **Board of Police Commissioners of the Metropolitan Police Department of the City of St. Louis**, an agency of the State of Missouri (the "Board"), as sublessee. Capitalized words and terms used herein shall have the same meanings as given in Section 101 of the Indenture.

WITNESSETH:

WHEREAS, the Corporation and the Trustee have entered into that certain Lease Purchase Agreement dated as of December 1, 2007 (the "Original Lease", as supplemented and amended by this First Supplemental Lease, the "Lease"), for which a Memorandum of Lease Purchase Agreement was recorded on December 13, 2007, at Book 12132007 and Page 0178; and

WHEREAS, pursuant to the Trust Indenture dated as of December 1, 2007, as previously amended by the First Supplemental Trust Indenture dated as of February 8, 2008 (collectively, the "Indenture"), each between the Corporation and UMB Bank, N.A., as trustee (the "Trustee") the Corporation has issued its Police Capital Improvement Sales Tax Leasehold Revenue Bonds, Series 2007, dated as of December 1, 2007 (the "Series 2007 Bonds") in an aggregate principal amount of \$25,000,000; and

WHEREAS, the Series 2007 Bonds were issued to provide funds to design, acquire, purchase, construct and install emergency management and preparedness and public health and safety projects, including (i) capital improvements located on the Premises, consisting of three police command stations (the "Premise Improvements") and improvements to other buildings owned by the Police Board (the "Other Improvements," and together with the Premises Improvements, the "Improvements") and (ii) certain communications equipment (the "Communications Property");

WHEREAS, due to a relocation of police headquarters to a newly acquired building ("New Police Headquarters"), not all of the line items identified in Exhibit A of the Original Lease as anticipated capital improvements to the police headquarters facilities at the time of execution and delivery of the Original Lease (the "Former Police Headquarters") have been or will be made;

WHEREAS, the City, the Corporation and Board desire to substitute certain improvements to be made with proceeds of the Series 2007 Bonds, in lieu of those improvements identified in the Original Lease to be made to the Former Police Headquarters, in order to fund (i) newly identified Improvements to preserve the functionality of the Communications Equipment funded with Series 2007 Bond proceeds in connection with the move of the police headquarters and (ii) other costs necessitated by the New Police Headquarters;

WHEREAS, the additional list of capital improvements to be made at the New Police Headquarters facilities and added to "Improvements" identified in Exhibit A of this First Supplemental Lease will constitute a portion of the "Other Improvements," in lieu of the line items formerly listed in Exhibit A of the Original Lease which related to the Former Police Headquarters;

WHEREAS, the Corporation, the City and the Police Board desire to modify Exhibit A of the Original Lease, as permitted under Section 14.1 of the Lease and Section 1201 of the Indenture, with the consent of the Credit Facility Provider, the Trustee, the City, Corporation and Police Board and without the consent of the Series 2007 Bondholders;

WHEREAS, the Corporation and the Trustee will simultaneously make conforming modifications to the Deed of Trust and Security Agreement dated as of December 1, 2007 (the "Deed of Trust") pursuant to a First Supplemental Deed of Trust (the "First Supplemental Deed of Trust"), each between the Corporation and the Trustee, granting a personal property security interest in the improvements necessitated by the New Police Headquarters, in lieu of certain line items relating to the Former Police Headquarters, as permitted by Section 601(i) of the Indenture and Section 4.2 of the Deed of Trust, with consent of the Credit Facility Provider, the Trustee, the City and the Police Board.

NOW, THEREFORE, THIS FIRST SUPPLEMENTAL LEASE WITNESSETH, that in consideration of the premises and for other good and valuable consideration, the receipt of which is hereby acknowledged, the City, the Corporation and the Board agree as follows:

**ARTICLE I.
AMENDMENT OF EXHIBIT A OF THE LEASE**

1.1 Amendment of Exhibit A of the Lease. Exhibit A of the Original Lease is hereby deleted and replaced in its entirety with Exhibit A in the form attached hereto.

ARTICLE II. MISCELLANEOUS

Section 2.1 Execution in Counterparts. This First Supplemental Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 2.2 Consent of Credit Facility Provider. The Credit Facility Provider has consented to this First Supplemental Lease pursuant to Sections 601(i) and 1201 of the Indenture.

Section 2.3 Consent of the City and Police Board.

(a) By their signature below to this First Supplemental Lease, the City and the Police Board hereby consent to modification of the Deed of Trust pursuant to the First Supplemental Deed of Trust, in accordance with Section 1201 of the Indenture.

(b) By its signature below, the Police Board certifies that no prior lien has been granted to another party on the Improvements which will be added to Exhibit A of the Lease pursuant to this First Supplemental Lease.

Section 2.4 Consent of the Trustee. The Trustee has determined that this First Supplemental Lease does not materially adversely affect the interests of the Trustee or the Bondholders in accordance with Section 1201 of the Lease.

Section 2.5 Incorporation of the Original Lease. Except insofar as herein otherwise expressly provided, all the provisions, definitions, terms and conditions of the Original Lease are in all respects ratified and confirmed and the Original Lease and this First Supplemental Lease shall be read, taken and construed as one and the same instrument. No novation of the Original Lease is intended by, or shall be inferred from, this First Supplemental Lease.

Section 2.6 Execution of the First Supplemental Lease in Counterparts. This First Supplemental Lease may be executed in several counterparts, and each executed copy shall constitute an original instrument, but such counterpart shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the St. Louis Municipal Finance Corporation has caused this First Supplemental Lease to be signed in its name and behalf by its President and its corporate seal to be hereunto affixed and attested by its Secretary, all as of the day first above written.

ST. LOUIS MUNICIPAL FINANCE CORPORATION

By: _____
President

(SEAL)

ATTEST:

Secretary

On this ____ day of _____, 2011, before me, the undersigned, a Notary Public, appeared _____ and _____ to me personally known, who, being by me duly sworn, did say that they are, respectively, the President and Secretary of the St. Louis Municipal Finance Corporation, a Missouri corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said Corporation, and that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors, and said President and Secretary 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.

Eunetter Steele, Notary Public

My Commission Expires:

IN WITNESS WHEREOF, the **City of St. Louis, Missouri**, has caused this Lease Purchase Agreement to be signed in its name and behalf by its elected officials and its corporate seal to be hereunto affixed and attested by the City Register, all as of the day first above written.

(SEAL)

CITY OF ST. LOUIS, MISSOURI, as lessee

APPROVED AS TO FORM

By: _____
Francis G. Slay
Mayor

By: _____
Stephen J. Kovac
City Counselor

By: _____
Darlene Green
Comptroller

ATTEST:

Parrie L. May
Register

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

On this ____ day of _____, 2011, before me, the undersigned, a Notary Public, appeared FRANCIS G. SLAY and DARLENE GREEN to me personally known, who, being by me duly sworn, did say that they are, respectively, the Mayor and Comptroller of the CITY OF ST. LOUIS, MISSOURI, a Missouri municipal corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said City, and that said instrument was signed and sealed on behalf of said City by authority of its Board of Aldermen, and said Mayor and Comptroller acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of said City.

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

Eunetter Steele, Notary Public

My Commission Expires:

IN WITNESS WHEREOF, the **Board of Police Commissioners of the Metropolitan Police Department of the City of St. Louis**, has caused this Lease Purchase Agreement to be signed in its name and behalf by its President and its corporate seal to be hereunto affixed and attested by its Secretary, all as of the day first above written.

(SEAL)

BOARD OF POLICE COMMISSIONERS OF THE
METROPOLITAN POLICE DEPARTMENT OF THE
CITY OF ST. LOUIS, as sublessee

By: _____
Col. Chris Goodson
President

ATTEST:

Maj. Paul M. Nocchiero

Secretary

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

On this ___ day of _____, 2011, before me the undersigned, a Notary Public, appeared COL. CHRIS GOODSON, to me personally known, who, being by me duly sworn, did say that she/he is the President of the Board of Police Commissioners of the Metropolitan Police Department of the City of St. Louis, an agency of the State of Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that 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.

Print Name: _____

Notary Public

My Commission Expires:

EXHIBIT A TO
LEASE PURCHASE AGREEMENT

Legal Description of the Premises, Description of the Improvements
and Description of the Communications Property

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

Tract 1

A tract of land in U.S. Survey 3331 and in Block 4372 of the City of St. Louis, Missouri, and being more particularly described as follows:

Beginning at the intersection of the Northwest Line of Geraldine Avenue, 50.00 feet wide and the Northeast line of Margareta Avenue, 30.00 feet wide as established under the provisions of Ordinance 39867, vacating portions of said Margareta Avenue; thence Westwardly along the Northern line of Margareta 622.59 feet to its intersection with the Southeast line of Union Avenue, 100.00 feet wide and a deflection of 90 degrees 08 minutes 40 seconds to the left; thence in a Northerly direction 297.5 feet along Union Avenue to a point; thence Eastwardly along a line parallel to the Northern line of Margareta Avenue 621.56 feet to its intersection with the Northwest line of Geraldine Avenue; thence Southwest along said line 297.50 feet to the point of beginning.

Tract 2

A tract of land in block 5615 of the City of St. Louis, being more fully described as follows:

Commencing at the intersection of the Southern right of way line of Arsenal Street, 60 feet wide and the Western Right of Way line of Sublette Avenue, irregular width; thence South 3 degrees 08 minutes 55.5 seconds East along said Western line of Sublette Avenue irregular width a distance of 101.56 feet to a point; thence South 3 degrees 30 minutes 44 seconds West along said Western line of Sublette Avenue, 80 feet wide, a distance of 328.23 feet to the true point of beginning; thence South 3 degrees 30 minutes 44 seconds West along said Western line of Sublette Avenue, 80 feet wide, a distance of 339.15 feet to a point; thence North 82 degrees 21 minutes 39 seconds West along the Northern line of Veterans Homesites Subdivision recorded in Book 26, page 81, a distance of 459.69 feet to a point; thence North 9 degrees 46 minutes 25 seconds East, a distance of 354.21

feet to a point; thence South 80 degrees 13 minutes 35 seconds East, a distance of 442.39 feet to the true point of beginning.

Tract 3:

All of the following described real estate located in the City of St. Louis, State of Missouri:

Beginning at the intersection of the West right-of-way line of Jefferson Avenue, 100 feet wide, and the Northeastern right-of-way of Martin Luther King Blvd, 72 feet wide more or less, said point of beginning also being the Southeast corner of Block 966 of the City of St. Louis; thence Northerly along the West right-of-way line of Jefferson Avenue, 100 feet wide, said right-of-way line also being the East lines of Blocks 966 and 967 of the City of St. Louis a distance of 489.31 feet to an angle point in said right-of-way line; thence Northerly along said right-of-way line of Jefferson Avenue, 100 feet wide, with a deflection to the left of 00 degrees 01 minutes 13 seconds, 55.61 feet to the intersection of said West right-of-way line of Jefferson Avenue, 100 feet wide, and the South right-of-way line of Mills Street, 60 feet wide, said intersection also being the Northeast corner of Block 967 of the City of St. Louis; thence Westerly with an angle turned to the right of 89 degrees 32 minutes 38 seconds along the South right-of-way line of Mills Street, 60 feet wide, also the North line of Block 967 of the City of St. Louis, a distance of 280.18 feet to the intersection of said South line of Mills Street, 60 feet wide, and the East line of Elliot Avenue, 60 feet wide, said intersection also being the Northwest corner of Block 967 of the City of St. Louis; thence Southerly with an angle turned to the right of 90 degrees 25 minutes 55 seconds along the East right-of-way line of Elliot Avenue, 60 feet wide, also the West line of Block 967 of the City of St. Louis, a distance of 243.06 feet to the intersection of said right-of-way line of Elliot Avenue, 60 feet wide, and the South right-of-way line of Cole Street, 60 feet wide, said intersection also being the Northwest corner of Block 966 of the City of St. Louis; thence Westerly with an angle turned to the right of 269 degrees 34 minutes 17 seconds along the South right-of-way line of Cole Street, 60 feet wide, a distance of 60.00 feet to the intersection of said Southern right-of-way line of Cole Street, 60 feet wide, and the West right-of-way line of Elliot Avenue, 60 feet wide, said intersection also being the Northeast corner of Block 980S of the City of St. Louis; thence Southerly with an angle turned to the right of 90 degrees 25 minutes 43 seconds along the West right-of-way line of Elliot Avenue as vacated by Ordinance No. 61244, also the East line of Block 9805 of the City of St. Louis, a distance of 204.64 feet to the intersection of the West right-of-way line of Elliot Avenue as vacated by Ordinance Number 61244, and the Northeastern right-of-way line of Martin Luther King Blvd., 72 feet wide more or less, said intersection also being the Southeast corner of Block 980S of the City of St. Louis; thence Southeasterly with an angle turned to the right of 105 degrees 34 minutes 05 seconds, along the Northeastern right-of-way line of Martin Luther King Blvd., 72 feet wide more or less, also the Southern line of Block 966 of the City of St. Louis, a distance of 352.17 feet to the point of beginning.

Description of Improvements

Type	Location	Description
Roof	Fleet	Roof replacement for Fleet Services Building
Roof	Academy	Roof replacement for Police Academy Building
HVAC	Area Stations	Upgrade inside and outside HVAC equipment at 3 Area Stations
HazMat		
Abatement	Academy	Hazardous Material Abatement in Academy buildings
Roof	Area Stations	Replace roofs -- area stations
HVAC	Academy	Upgrade HVAC system -- Academy
HVAC	Patrol Support	Upgrade HVAC system -- Patrol Support
Electrical	Academy	Upgrade electrical service -- Academy
Plumbing	Academy	Upgrade plumbing -- Academy
Space Renovations	Academy	Space renovation -- Academy
Elevator	Academy	Renovate elevator -- Academy
Exterior	Academy	Maintenance to exterior -- Academy
Plumbing	Area Stations	Upgrade plumbing -- Area Stations
Electrical	Area Stations	Upgrade electrical service -- Area Stations
Plumb./Elect.	Patrol Support	Upgrade plumbing/electrical -- Patrol Support
HVAC	Communications	Upgrade HVAC -- Communications building
Exterior	Supply	Repairs -- exterior Supply

Barrier Wall Contingency	Range Contingency	Repairs -- Range Barrier Wall 10% Contingency
Communication Equipment Functionality	New Headquarters	Relocation or rebuilding of Microwave Tower atop current Headquarters building needed for radio equipment
Communication Equipment Functionality	New Headquarters	Relocation of 7th floor Communications Controller equipment from 7th floor of current Headquarters building to run radio equipment
Renovation/Buildout	New Headquarters	Additional improvements to new Headquarters building

Description of Communications Property

ITEMIZED LISTING FOR COMMUNICATION EQUIPMENT

Description	Quantity	Item Description
<i>Infrastructure Equipment</i>		
	2	Controllers
	69	Base Stations
		Networking Equipment
	23	Comparators
	26	GPS
	6-Mar	Combiner/Mutlicoupler
	19	Consoles
		Upgrades
		Tower/Building/Generator/Wiring/Grounding Halo at N. Patrol/
		Back Haul
		Consoles in New Proposed PSAP
 Subscriber Equipment		
	836	XTS5000 Digital Portable Radio
	742	XTL 5000 Digital Mobile Radio
	1068	XTS1500 Digital Portable Radio
	715	XTL1500 Digital Mobile Radio
	300	XTS 3000 Upgrade
	12	Vehicular Repeaters for Fire
 Implementation		
		Factory Staging
		Installation and Optimization
		Acceptance Testing
		Training
		Project Management
		System Engineering

EXHIBIT B

FIRST SUPPLEMENTAL DEED OF TRUST AND SECURITY AGREEMENT

THIS FIRST SUPPLEMENTAL DEED OF TRUST AND SECURITY AGREEMENT (this "First Supplemental Deed of

Trust”), made and entered into as of ____ __, 2011, from the **St. Louis Municipal Finance Corporation**, a nonprofit corporation duly organized under the Missouri Nonprofit Corporation Act, as amended (the “Corporation”), as Grantor, to **Anthony L. Gosserand**, as Grantee, for the benefit of **UMB Bank, N.A.**, a national banking association duly organized and existing under the laws of the United States of America having its principal office located at 2 S. Broadway, St. Louis, Missouri 63101 (the “Bond Trustee”), and its successors and assigns, as trustee under the Trust Indenture dated as of December 1, 2007, as heretofore amended and supplemented (the “Indenture”), between the Grantor and the Bond Trustee for the benefit of the Bondholders. Capitalized words and terms used herein shall have the same meanings as given in Section 101 of the Indenture.

WITNESSETH:

WHEREAS, the Corporation and the Trustee have entered into that certain Deed of Trust and Security Agreement dated as of December 1, 2007 (the “Original Deed of Trust”, as supplemented by this First Supplemental Deed of Trust, the “Deed of Trust”), which was recorded on December 13, 2007, at Book 12132007 and Page 0175;

WHEREAS, pursuant to the Indenture, the Corporation has issued its Police Capital Improvement Sales Tax Leasehold Revenue Bonds, Series 2007, dated as of December 1, 2007 (the “Series 2007 Bonds”) in an aggregate principal amount of \$25,000,000;

WHEREAS, the Series 2007 Bonds were issued to provide funds to design, acquire, purchase, construct and install emergency management and preparedness and public health and safety projects, including (i) capital improvements located on the Premises, consisting of three police command stations (the “Premise Improvements”) and improvements to other buildings owned by the Police Board (the “Other Improvements,” and together with the Premises Improvements, the “Improvements”) and (ii) certain communications equipment (the “Communications Property”);

WHEREAS, due to a relocation of police headquarters to a newly acquired building (“New Police Headquarters”), not all of the line items identified in Exhibit A of the Lease as anticipated capital improvements to the police headquarters facilities at the time of execution and delivery of the Lease (the “Former Police Headquarters”) have been or will be made;

WHEREAS, the City, the Corporation and Board desire to substitute certain improvements to be made with proceeds of the Series 2007 Bonds, in lieu of those improvements identified in the Lease to be made to the Former Police Headquarters, in order to fund (i) newly identified Improvements to preserve the functionality of the Communications Equipment funded with Series 2007 Bond proceeds in connection with the move of the police headquarters and (ii) other costs necessitated by the New Police Headquarters;

WHEREAS, the additional list of capital improvements to be made at the New Police Headquarters facilities and added to “Improvements” identified in Exhibit B of this First Supplemental Deed of Trust will constitute a portion of the “Other Improvements,” in lieu of the line items formerly listed in Exhibit B of the Original Deed of Trust which related to the Former Police Headquarters;

WHEREAS, the Corporation and the Trustee desire to modify Exhibit B of the Original Deed of Trust, granting a personal property security interest in the improvements necessitated by the New Police Headquarters, in lieu of certain line items relating to the Former Police Headquarters, as permitted by Section 601(i) of the Indenture and Section 4.2 of the Deed of Trust, with the consent of the Credit Facility Provider, the Trustee, the City and the Police Board and without the consent of the Series 2007 Bondholders; and

WHEREAS, the Corporation and the Trustee will simultaneously make conforming modifications to Exhibit A of the Lease, as permitted under Section 14.1 of the Lease and Section 1201 of the Indenture, with the consent of the Credit Facility Provider, the Trustee, the City, Corporation and Police Board and without the consent of the Series 2007 Bondholders.

NOW, THEREFORE, THIS FIRST SUPPLEMENTAL DEED OF TRUST WITNESSETH, that in consideration of the premises and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Corporation and the Trustee agree as follows:

**ARTICLE III.
AMENDMENT OF EXHIBIT B OF THE DEED OF TRUST**

Section 1.1 **Amendment of Exhibit B of the Deed of Trust.** Exhibit B of the Original Deed of Trust is hereby

deleted and replaced in its entirety with Exhibit B in the form attached hereto.

**ARTICLE IV.
MISCELLANEOUS**

Section 2.1 Consent of Credit Facility Provider. The Credit Facility Provider has consented to this First Supplemental Deed of Trust and the First Supplemental Lease pursuant to Sections 601(i) and 1201 of the Indenture.

Section 2.2 Consent of the City and Police Board. The City and the Police Board have consented to this First Supplemental Deed of Trust in accordance with Section 4.2 of the Deed of Trust, pursuant to provisions of the First Supplemental Lease.

Section 2.3 Consent of the Trustee. The Trustee hereby certifies as follows:

(a) The Trustee has determined that the First Supplemental Lease and this First Supplemental Deed of Trust do not materially adversely affect the interests of the Trustee or the Bondholders in accordance with Section 1201 of the Indenture.

(b) The Trustee hereby acknowledges receipt of all documents and materials in form and substance satisfactory to Trustee to permit the First Supplemental Deed of Trust and the First Supplemental Lease, including the following: (i) a copy of the First Supplemental Lease; (ii) consent of the Credit Facility Provider, and (iii) an opinion of King Hershey, PC, Special Counsel, meeting the requirements of Section 1203 of the Indenture.

(c) By its execution of the acknowledgement to this First Supplemental Deed of Trust, the Trustee hereby consents to the First Supplemental Lease and confirms and agrees that (a) all conditions set forth in Section 1201 of the Indenture, Section 14.1 of the Lease and Section 4.2 of the Deed of Trust for the modification of such instruments have been satisfied.

Section 2.4 Incorporation of the Original Deed of Trust. Except insofar as herein otherwise expressly provided, all the provisions, definitions, terms and conditions of the Original Deed of Trust are in all respects ratified and confirmed and the Original Deed of Trust and this First Supplemental Deed of Trust shall be read, taken and construed as one and the same instrument.

Section 2.5. Filing and Recording. In accordance with the Original Deed of Trust, Grantor will, forthwith after the execution and delivery of this First Supplemental Deed of Trust and thereafter from time to time, cause this First Supplemental Deed of Trust and any financing statements in respect thereof to be delivered to the Bond Trustee to be filed, registered and recorded in such manner and in such places as may be required by law in order to publish notice of and fully to protect the lien of the Deed of Trust as amended by this First Supplemental Deed of Trust. The liens granted in the Original Deed of Trust are hereby ratified and confirmed as continuing to secure the payment of the indebtedness described therein. Nothing herein shall in any manner diminish, impair or extinguish the indebtedness under the Indenture or the liens securing such indebtedness. No novation of the Original Deed of Trust is intended by, or shall be inferred from, this First Supplemental Deed of Trust.

Section 2.6 Execution of the First Supplemental Deed of Trust in Counterparts. This First Supplemental Deed of Trust may be executed in several counterparts, and each executed copy shall constitute an original instrument, but such counterpart shall together constitute but one and the same instrument.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, Grantor has executed and delivered this First Supplemental Deed of Trust as of the day and year first above written.

ST. LOUIS MUNICIPAL FINANCE CORPORATION, as Grantor

By: _____
President

(SEAL)

Printed Name: _____

Notary Public in and for said State

My Commission Expires:

EXHIBIT A

**PROPERTY DESCRIPTION
(PREMISES)**

Tract 1

A tract of land in U.S. Survey 3331 and in Block 4372 of the City of St. Louis, Missouri, and being more particularly described as follows:

Beginning at the intersection of the Northwest Line of Geraldine Avenue, 50.00 feet wide and the Northeast line of Margareta Avenue, 30.00 feet wide as established under the provisions of Ordinance 39867, vacating portions of said Margareta Avenue; thence Westwardly along the Northern line of Margareta 622.59 feet to its intersection with the Southeast line of Union Avenue, 100.00 feet wide and a deflection of 90 degrees 08 minutes 40 seconds to the left; thence in a Northerly direction 297.5 feet along Union Avenue to a point; thence Eastwardly along a line parallel to the Northern line of Margareta Avenue 621.56 feet to its intersection with the Northwest line of Geraldine Avenue; thence Southwest along said line 297.50 feet to the point of beginning.

Tract 2

A tract of land in block 5615 of the City of St. Louis, being more fully described as follows:

Commencing at the intersection of the Southern right of way line of Arsenal Street, 60 feet wide and the Western Right of Way line of Sublette Avenue, irregular width; thence South 3 degrees 08 minutes 55.5 seconds East along said Western line of Sublette Avenue irregular width a distance of 101.56 feet to a point; thence South 3 degrees 30 minutes 44 seconds West along said Western line of Sublette Avenue, 80 feet wide, a distance of 328.23 feet to the true point of beginning; thence South 3 degrees 30 minutes 44 seconds West along said Western line of Sublette Avenue, 80 feet wide, a distance of 339.15 feet to a point; thence North 82 degrees 21 minutes 39 seconds West along the Northern line of Veterans Homesites Subdivision recorded in Book 26, page 81, a distance of 459.69 feet to a point; thence North 9 degrees 46 minutes 25 seconds East, a distance of 354.21 feet to a point; thence South 80 degrees 13 minutes 35 seconds East, a distance of 442.39 feet to the true point of beginning.

Tract 3:

All of the following described real estate located in the City of St. Louis, State of Missouri:

Beginning at the intersection of the West right-of-way line of Jefferson Avenue, 100 feet wide, and the Northeastern right-of-way of Martin Luther King Blvd, 72 feet wide more or less, said point of beginning also being the Southeast corner of Block 966 of the City of St. Louis; thence Northerly along the West right-of-way line of Jefferson Avenue, 100 feet wide, said right-of-way line also being the East lines of Blocks 966 and 967 of the City of St. Louis a distance of 489.31 feet to an angle point in said right-of-way line; thence Northerly along said right-of-way line of Jefferson Avenue, 100 feet wide, with a deflection to the left of 00 degrees 01 minutes 13 seconds, 55.61 feet to the intersection of said West right-of-way line of Jefferson Avenue, 100 feet wide, and the South right-of-way line of Mills Street, 60 feet wide, said intersection also being the Northeast corner of Block 967 of the City of St. Louis; thence Westerly with an angle turned to the right of 89 degrees 32 minutes 38 seconds along the South right-of-way line of Mills Street, 60 feet wide, also the North line of Block

967 of the City of St. Louis, a distance of 280.18 feet to the intersection of said South line of Mills Street, 60 feet wide, and the East line of Elliot Avenue, 60 feet wide, said intersection also being the Northwest corner of Block 967 of the City of St. Louis; thence Southerly with an angle turned to the right of 90 degrees 25 minutes 55 seconds along the East right-of-way line of Elliot Avenue, 60 feet wide, also the West line of Block 967 of the City of St. Louis, a distance of 243.06 feet to the intersection of said right-of-way line of Elliot Avenue, 60 feet wide, and the South right-of-way line of Cole Street, 60 feet wide, said intersection also being the Northwest corner of Block 966 of the City of St. Louis; thence Westerly with an angle turned to the right of 269 degrees 34 minutes 17 seconds along the South right-of-way line of Cole Street, 60 feet wide, a distance of 60.00 feet to the intersection of said Southern right-of-way line of Cole Street, 60 feet wide, and the West right-of-way line of Elliot Avenue, 60 feet wide, said intersection also being the Northeast corner of Block 980S of the City of St. Louis; thence Southerly with an angle turned to the right of 90 degrees 25 minutes 43 seconds along the West right-of-way line of Elliot Avenue as vacated by Ordinance No. 61244, also the East line of Block 9805 of the City of St. Louis, a distance of 204.64 feet to the intersection of the West right-of-way line of Elliot Avenue as vacated by Ordinance Number 61244, and the Northeastern right-of-way line of Martin Luther King Blvd., 72 feet wide more or less, said intersection also being the Southeast corner of Block 980S of the City of St. Louis; thence Southeasterly with an angle turned to the right of 105 degrees 34 minutes 05 seconds, along the Northeastern right-of-way line of Martin Luther King Blvd., 72 feet wide more or less, also the Southern line of Block 966 of the City of St. Louis, a distance of 352.17 feet to the point of beginning.

EXHIBIT B

CHATTEL PROPERTY

Description of Improvements

Type	Location	Description
Roof	Fleet	Roof replacement for Fleet Services Building
Roof	Academy	Roof replacement for Police Academy Building
HVAC	Area Stations	Upgrade inside and outside HVAC equipment at 3 Area Stations
HazMat		
Abatement	Academy	Hazardous Material Abatement in Academy buildings
Roof	Area Stations	Replace roofs -- area stations
HVAC	Academy	Upgrade HVAC system -- Academy
HVAC	Patrol Support	Upgrade HVAC system -- Patrol Support
Electrical	Academy	Upgrade electrical service -- Academy
Plumbing	Academy	Upgrade plumbing -- Academy
Space Renovations	Academy	Space renovation -- Academy
Elevator	Academy	Renovate elevator -- Academy
Exterior	Academy	Maintenance to exterior -- Academy
Plumbing	Area Stations	Upgrade plumbing -- Area Stations
Electrical	Area Stations	Upgrade electrical service -- Area Stations
Plumb./Elect.	Patrol Support	Upgrade plumbing/electrical -- Patrol Support
HVAC	Communications	Upgrade HVAC -- Communications building
Exterior	Supply	Repairs -- exterior Supply
Barrier Wall	Range	Repairs -- Range Barrier Wall
Contingency	Contingency	10% Contingency
Communication		
Equipment		
Functionality	New Headquarters	Relocation or rebuilding of Microwave Tower atop current Headquarters building needed for radio equipment
Communication		
Equipment		
Functionality	New Headquarters	Relocation of 7th floor Communications Controller equipment from 7th floor of current Headquarters building to run radio equipment
Renovation/ Buildout	New Headquarters	Additional improvements to new Headquarters building

Description of Communications Property

ITEMIZED LISTING FOR COMMUNICATION EQUIPMENT

Description	Quantity	Item Description
<i>Infrastructure Equipment</i>		
	2	Controllers
	69	Base Stations
		Networking Equipment
	23	Comparators
	26	GPS
	6-Mar	Combiner/Mutlicoupler
	19	Consoles
		Upgrades
		Tower/Building/Generator/Wiring/Grounding Halo at N. Patrol/
		Back Haul
		Consoles in New Proposed PSAP
Subscriber Equipment		
	836	XTS5000 Digital Portable Radio
	742	XTL 5000 Digital Mobile Radio
	1068	XTS1500 Digital Portable Radio
	715	XTL1500 Digital Mobile Radio
	300	XTS 3000 Upgrade
	12	Vehicular Repeaters for Fire
Implementation		
		Factory Staging
		Installation and Optimization
		Acceptance Testing
		Training
		Project Management
		System Engineering

Approved: July 20, 2011