

1 **BOARD BILL # 305** **INTRODUCED BY ALDERWOMAN PHYLLIS YOUNG**

2 An ordinance recommended by the Board of Estimate and Apportionment repealing Ordinance
3 Number 66851 of the City of St. Louis, and, in lieu thereof, authorizing and directing the
4 issuance and delivery of not to exceed \$1,350,000 plus issuance costs principal amount of tax
5 increment revenue notes (Bee Hat Redevelopment Project), series 200_, of the City of St. Louis,
6 Missouri; prescribing the form and details of such notes and the covenants and agreements made
7 by the City to facilitate and protect the payment thereof; and prescribing other matters relating
8 thereto; and containing a severability clause; and containing an emergency clause.

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

12 **WHEREAS**, the Real Property Tax Increment Allocation Redevelopment Act, Sections
13 99.800 through 99.865, Revised Statutes of Missouri, as amended (the “Act”), authorizes the City to
14 undertake redevelopment projects within designated areas of the City; and

15 **WHEREAS**, staff and consultants of the City and BHAT Development, LLC, a Missouri
16 limited liability company (the “Developer”) as assignor, under an Acknowledgment and Consent
17 Agreement dated November 14, 2005, of BHAT TIF Developer, Inc., a Missouri corporation,
18 prepared a plan for redevelopment titled “Bee Hat Building TIF Redevelopment Plan” dated
19 April 14, 2005, as may be amended from time to time (the “Redevelopment Plan”), for an area
20 which is comprised of the building and other improvements located at 1021 Washington Avenue
21 in downtown St. Louis (the “Redevelopment Area” or “Area”), which Redevelopment Area is
22 more fully described in the Redevelopment Plan; and

23 **WHEREAS**, on June 15, 2005, the TIF Commission found that completion of the
24 Redevelopment Project would provide a substantial and significant public benefit through the

1 creation of new jobs, the elimination of blight, the strengthening of the employment and
2 economic base of the City, increased property and tax revenues, stabilization of the
3 Redevelopment Area, and facilitation of economic stability for the City as a whole, and further
4 found that without the assistance of tax increment financing in accordance with the TIF Act, the
5 Redevelopment Project is not financially feasible and would not otherwise be completed; and

6 **WHEREAS**, on August 9, 2005, the Mayor signed Ordinance No. 66850, which:
7 approved the Redevelopment Plan and designated the Redevelopment Area as a “redevelopment
8 area” as provided for in the TIF Act, adopted the redevelopment project described in the
9 Redevelopment Plan (the “Redevelopment Project”), adopted tax increment allocation financing
10 within the Redevelopment Area, and created the Bee Hat Special Allocation Fund (“the Special
11 Allocation Fund”); and

12 **WHEREAS**, on August 9, 2005, the Mayor signed Ordinance No. 66849, which
13 authorized the City to enter into a redevelopment agreement with Developer (the
14 “Redevelopment Agreement” or “Agreement”); and

15 **WHEREAS**, on August 9, 2005, the Mayor signed Ordinance No. 66851 (the “Original
16 Note Ordinance”), which approved the issuance of its Tax Increment Revenue Notes (Bee Hat
17 Redevelopment Project), Series 200_ (the “TIF Notes” or “Notes”), to provide funds to finance a
18 portion of the Redevelopment Project by utilizing tax increment allocation financing in accordance
19 with the TIF Act, said funds being payable solely from certain proceeds deposited into the Special
20 Allocation Fund; and

21 **WHEREAS**, on _____, 2007, the Board of Aldermen approved Ordinance No
22 _____ authorizing the City to enter into an amendment to the Redevelopment Agreement with
23 Developer; and

1 “qualified institutional buyer” under Rule 144A promulgated under the Securities Act of 1933 or
2 (d) any general business corporation or enterprise with total assets in excess of \$50,000,000.

3 “Approving Ordinance” means Ordinance No. 66850 [Board Bill No. 196] effective
4 September 8, 2005, designating the Redevelopment Area, approving the Redevelopment Plan,
5 approving the Redevelopment Project, making certain finding with respect thereto, adopting tax
6 increment financing within the Redevelopment Area, establishing the Special Allocation Fund,
7 and authorizing certain related actions by City officials.

8 “Arbitrage Certificate” means the certificate of that name the City shall deliver at the
9 time of issuing any Tax Exempt TIF Notes.

10 “Authorized Denominations” means an initial amount of \$100,000 or any integral
11 multiple of \$1,000 in excess thereof, except with respect to the TIF Note issued upon acceptance
12 by the City of the final Certificate of Reimbursable Redevelopment Project Costs, which TIF
13 Note may be issued in any integral denomination, subject to the limitation on the aggregate
14 principal amount and subject to the limitation provided in **Section 201** of this Ordinance.

15 “Authorizing Ordinance” means Ordinance No. 66849 [Board Bill No. 195], effective on
16 September 8, 2005, and Ordinance No. _____, authorizing the City to enter into the
17 Agreement dated November 15, 2005, and that certain First Amendment to Redevelopment
18 Agreement dated _____, 2007 .

19 “Available Revenues” means all monies on deposit from time to time (including
20 investment earnings thereon) in (a) the PILOTS Account of the Revenue Fund of the Special
21 Allocation Fund; and (b) the EATS Account of the Revenue Fund of the Special Allocation Fund
22 that have been appropriated to the repayment of the TIF Notes, excluding (i) any amount paid
23 under protest until the protest is withdrawn or resolved against the taxpayer or (ii) any sum

1 received by the City which is the subject of a suit or other claim communicated to the City which
2 suit or claim challenges the collection of such sum.

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

8 “Certificate of Commencement of Construction” means a document substantially in the
9 form of Exhibit C to the Redevelopment Agreement, delivered by the Developer to the City in
10 accordance with the Redevelopment Agreement and evidencing commencement of construction
11 of the Redevelopment Project.

12 “Certificate of Reimbursable Redevelopment Project Costs” means a document
13 substantially in the form of Exhibit D to the Redevelopment Agreement provided by the
14 Developer to the City in accordance with Redevelopment Agreement evidencing Reimbursable
15 Redevelopment Project Costs incurred by the Developer.

16 “Certificate of Substantial Completion” means a document substantially in the form of
17 Exhibit E to the Redevelopment Agreement issued by the Developer to the City in accordance
18 with the Redevelopment Agreement and evidencing the Developer’s satisfaction of all
19 obligations and covenants to construct the Redevelopment Project in accordance with the
20 Redevelopment Plan and the Agreement.

21 “City” means the City of St. Louis, Missouri, a body corporate and political subdivision
22 duly authorized and existing under the its charter and the Constitution and laws of the State of
23 Missouri.

1 “Debt Service Fund” means the fund by that name created in **Section 401** of this
2 Ordinance.

3 “Debt Service Reserve Fund” means the fund by the name created in **Section 401** of this
4 Ordinance.

5 “Debt Service Reserve Fund Requirement” means that amount as reasonably determined
6 by the underwriter or placement agent for the TIF Notes with the reasonable concurrence of the
7 City’s Financial Advisor.

8 “Developer” means BHAT Development, LLC, a Missouri limited liability company, or
9 its permitted successors or assigns in interest.

10 “Disclosure Counsel” means Armstrong Teasdale LLP, St. Louis, Missouri, or an
11 attorney at law or a firm of attorneys acceptable to the City of nationally recognized standing in
12 matters pertaining to offerings of municipal securities duly admitted to the practice of law before
13 the highest court of any state of the United States of America or the District of Columbia.

14 “Economic Activity Taxes” or “EATs” shall have the meaning ascribed to such term in
15 Section 99.805(4) of the TIF Act.

16 “EATs Account” means the Economic Activity Tax Account in the Revenue Fund of the
17 Special Allocation Fund.

18 “Finance Officer” means the Comptroller of the City or her authorized agent.

19 “Government Obligations” means direct obligations of, or obligations the principal of and
20 interest on which are unconditionally guaranteed by, the United States of America.

21 “Issuance Costs” means all costs reasonably incurred by the City in furtherance of the
22 issuance of TIF Notes, including without limitation, the fees and expenses of financial advisors
23 and consultants, the City’s attorneys (including Special TIF Counsel, Disclosure Counsel, and

1 Bond Counsel), the City’s administrative fees and expenses (including fees and costs of its
2 planning consultants and the St. Louis Development Corporation), underwriters’ discounts and
3 fees, if any, the costs of printing any TIF Notes and any official statements relating thereto, the
4 costs of credit enhancement, if any, capitalized interest, debt service reserves and the fees of any
5 rating agency rating any TIF Notes.

6 “Issuance Date” means the dated date of the TIF Notes.

7 “Maturity Date” means September 8, 2028, which is the date that is twenty-three (23)
8 years after the effective date of the Approving Ordinance.

9 “Ordinance” or “Note Ordinance” means this Ordinance as from time to time amended in
10 accordance with the terms hereof.

11 “Original Note Ordinance” means Ordinance No. 66851.

12 “Original Purchaser” means the Developer, a Related Entity, or a Qualified Institutional
13 Buyer; provided, however than any such Related Entity or Qualified Institutional Buyer shall
14 also qualify as an Approved Investor, and shall be designated by the Developer as the Original
15 Purchaser.

16 “Outstanding,” when used with reference to Notes, as of a particular date, all Notes
17 theretofore authenticated and delivered, except:

18 (a) Notes theretofore cancelled by the Finance Officer or delivered to the Finance
19 Officer for canceling;

20 (b) Notes which are deemed paid under **Section 705** hereof;

21 (c) Notes alleged to have been mutilated, destroyed, lost or stolen which have been
22 paid as provided in **Section 208** hereof;

1 (d) Notes in exchange for or in lieu of which other Notes have been authenticated and
2 delivered pursuant to this Ordinance; and

3 (e) Notes held by or for the account of the City or any person controlling, controlled
4 by or under common control with the City for purposes of any consent or other action to be taken
5 by the holders of a specified percentage of Notes outstanding under this Ordinance.

6 “Owner” means, when used with respect to any TIF Note, the present registered holder of
7 any of the TIF Notes.

8 “Paying Agent Agreement” means an agreement by that name the Finance Officer enters
9 into with UMB Bank, N.A., St. Louis, Missouri, pursuant to which the bank has agreed to serve
10 as registrar and paying agent for the Notes. The City has agreed to provide to the paying agent
11 immediately available funds at least one business day prior to each Payment Date, but solely
12 from moneys then available for such purpose in the Bee Hat Special Allocation Fund, sufficient
13 funds to pay all interest and principal payments due and payable on the Notes. The paying agent
14 shall have no responsibility to make any such payments to the extent the City has not provided
15 such funds to the paying agent at least one business day prior to the relevant Payment Date.

16 “Payment Date” means, with respect to any TIF Note, each March 1 and September 1,
17 commencing with the first March 1 or September 1 that immediately succeeds the City’s
18 acceptance of the Certificate of Substantial Completion as provided in the Redevelopment
19 Agreement.

20 “Payments in Lieu of Taxes” or “PILOTs” shall have the meaning ascribed to such term
21 in Section 99.805(10) of the TIF Act.

22 “PILOTs Account” means the Payments in Lieu of Taxes Account of the Revenue Fund
23 of the Special Allocation Fund.

1 “Project Fund” means the fund by that name created in **Section 401** of this Ordinance.

2 “Project Lender” means a commercial bank, savings bank, savings and loan association,
3 credit union or other financial institution that has loaned funds to the Developer to be used for
4 construction of the Redevelopment Project and has secured such loan with a mortgage or security
5 interest in the Redevelopment Project or a portion thereof.

6 “Qualified Institutional Buyer” means a qualified institutional buyer under Rule 144A
7 promulgated under the Securities Act of 1933.

8 “Redevelopment Agreement” or “Agreement” means the agreement by and between the
9 City and Developer dated November 15, 2005, and any amendments thereto.

10 “Redevelopment Area” means that portion of the Redevelopment Area as is legally
11 described and set forth on **Exhibit A**, attached hereto and incorporated herein by reference.

12 “Redevelopment Plan” means the plan titled Bee Hat TIF Redevelopment Plan approved
13 by the City pursuant to Ordinance No. 66850 [Bill Board No. 196], as such plan may from time
14 to time be amended in accordance with the TIF Act.

15 “Redevelopment Project” or “Bee Hat Redevelopment Project” means the redevelopment
16 identified in the Redevelopment Plan, consisting of the renovation and conversion of the
17 Redevelopment Area into residential and commercial uses, as further set forth in the
18 Redevelopment Plan, and as approved by Ordinance No. 66850 [Board Bill No. 196] as
19 described in the Redevelopment Plan and Redevelopment Proposal and as modified from time to
20 time.

21 “Register” means the books for registration, transfer and exchange of the TIF Notes kept
22 at the office of the Finance Officer.

1 “Reimbursable Redevelopment Project Costs” means those Redevelopment Project Costs
2 for which the Developer is eligible for reimbursement in accordance with the TIF Act and in
3 accordance with the Redevelopment Agreement.

4 “Related Entity” means any party or entity related to the Developer by one of the
5 relationships described in Section 267(b), Section 707(b)(1)(A), or Section 707(b)(1)(B) of the
6 Internal Revenue Code of 1986, as amended.

7 “Revenue Fund” means the fund by that name created **in Section 401** of this Ordinance.

8 “Series A Account” means the account by that name created in **Section 401** of this
9 Ordinance.

10 “Series A Note(s)” means the [Taxable][Tax-Exempt] Tax Increment Revenue Note (Bee
11 Hat Redevelopment Project), Series 200__-A, issued pursuant to this Ordinance in an aggregate
12 amount not to exceed \$1,350,000 plus Issuance Costs, in substantially the form set forth in
13 **Exhibit B**, attached hereto and incorporated herein by reference.

14 “Series B Account” means the account by that name created in **Section 401** of this
15 Ordinance.

16 “Series B Note” means the [Taxable][Tax-Exempt] Tax Increment Revenue Note (Bee
17 Hat Redevelopment Project), Series 200__-B, issued pursuant to the Note Ordinance in an
18 aggregate amount not to exceed \$1,350,000 plus Issuance Costs, less the aggregate outstanding
19 principal amount of the Series A Notes, in substantially the form set forth in **Exhibit B**, attached
20 hereto and incorporated herein by reference.

21 “Special Allocation Fund” means the City of St. Louis, Missouri, Bee Hat Special
22 Allocation Fund created by Ordinance No. 66850 [Board Bill No. 196], and including the
23 accounts into which Available Revenues are from time to time deposited in accordance with the

1 TIF Act, the Agreement, and this Ordinance, as ratified and further described in **Section 301**
2 hereof.

3 “Taxable TIF Notes” means any TIF Note, the interest on which (in the opinion of Bond
4 Counsel), is not exempt from federal income taxation.

5 “Tax-Exempt TIF Notes” means any TIF Note, the interest on which (in the opinion of
6 Bond Counsel), is exempt from federal income taxation.

7 “TIF Notes” or “Notes” means the not to exceed \$1,350,000 plus Issuance Costs Tax
8 Increment Revenue Notes (Bee Hat Redevelopment Project), Series 200_ A & B, issued by the
9 City pursuant to and subject to this Ordinance in substantially the form set forth in **Exhibit B**,
10 attached hereto and incorporated herein by reference.

11 “TIF Revenues” (1) payments in lieu of taxes (as that term is defined in
12 Section 99.805(10) of the TIF Act) attributable to the increase in the current equalized assessed
13 valuation of each taxable lot, block, tract, or parcel of real property located within the
14 Redevelopment Area and any applicable penalty and interest over and above the initial equalized
15 assessed value (as that term is used and described in Section 99.845.1 and 99.855.1 of the TIF
16 Act) of each such taxable lot, block, tract or parcel of real property, as paid to the City Treasurer
17 by the City Collector of Revenue during the term of the Redevelopment Plan and the Bee Hat
18 Redevelopment Project, and (2) fifty percent (50%) of the total additional revenues from taxes,
19 penalties and interest which are imposed by the City or other taxing districts (as that term is
20 defined in Section 99.805(16) of the TIF Act) and which are generated by economic activities
21 within the Redevelopment Area over the amount of such taxes generated by economic activities
22 within the Redevelopment Area in the calendar year ending December 31, 2005 (subject to
23 annual appropriation by the City as provided in the TIF Act), as defined and described in

1 Sections 99.805(4) and 99.845 of the TIF Act, but excluding therefrom personal property taxes,
2 taxes imposed on sales or charges for sleeping rooms paid by transient guests of hotels and
3 motels, licenses, fees or special assessments, taxes levied pursuant to Section 70.500 of the
4 Revised Statutes of Missouri, as amended, and taxes levied for the purpose of public
5 transportation pursuant to Section 94.660 of the Revised Statutes of Missouri, as amended, all as
6 provided in Section 99.845 of the TIF Act, as amended from time to time.

7 **Section 102 Rules of Construction.** For all purposes of this Ordinance, except as
8 otherwise expressly provided or unless the context otherwise requires:

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

11 (b) Words importing the singular number shall include the plural and vice versa
12 and words importing person shall include firms, associations and corporations, including public
13 bodies. The headings and captions herein are not a part of this document.

14 (c) Terms used in an accounting context and not otherwise defined shall have the
15 meaning ascribed to them by generally accepted principles of accounting.

16 (d) Whenever an item or items are listed after the word “including,” such listing
17 is not intended to be an exhaustive listing that excludes items not listed.

18 **ARTICLE II.**

19 **AUTHORIZATION OF TIF NOTES**

20 **Section 201 Authorization of TIF Notes.** There are hereby authorized and directed to
21 be issued by the City to an Original Purchaser two series of the TIF Notes in an aggregate

1 principal amount not to exceed \$1,350,000 plus Issuance Costs. The TIF Notes shall be in
2 substantially the form of **Exhibit B**, attached hereto and incorporated herein by reference.

3 **Section 202 Description of TIF Notes.**

4 (a) Title of TIF Notes. There shall be issued one series of one or more Series A
5 TIF Notes in an aggregate principal amount not to exceed \$1,350,000 plus Issuance Costs
6 authorized hereunder and one series of one or more Series B TIF Notes in an aggregate principal
7 amount not to exceed \$1,350,000 plus Issuance Costs less the aggregate Outstanding principal
8 amount of Series A TIF Notes. The Series A TIF Notes shall be designated “[Taxable]/[Tax
9 Exempt] Tax Increment Revenue Notes (Bee Hat Redevelopment Project), Series 200_-A”. The
10 Series B TIF Notes shall be designated “[Taxable]/[Tax Exempt] Tax Increment Revenue Notes
11 (Bee Hat Redevelopment Project), Series 200_-B”. The TIF Notes may have such further
12 appropriate particular designation added to or incorporated in such title for the TIF Notes of any
13 particular series as the City may determine.

14 (b) Form of TIF Notes. The TIF Notes shall be substantially in the form set forth
15 in **Exhibit B**, attached hereto and incorporated herein by reference, with such appropriate
16 variations, omissions and insertions as are permitted or required by this Ordinance, and may have
17 endorsed thereon such legends or text as may be necessary or appropriate to conform to any
18 applicable rules and regulations of any governmental authority or any usage or requirement of
19 law with respect thereto.

20 (c) Terms of TIF Notes. The TIF Notes shall mature (subject to redemption and
21 payment prior to maturity as provided in **Article III** hereof), on the date that is twenty-three (23)
22 years after the effective date of the Approving Ordinance, or September 8, 2028. Each TIF Note
23 shall bear interest at a fixed rate per annum, determined on the date that is not less than ten (10)

1 business days and not more than sixty (60) days prior to the scheduled closing date for issuance
2 of the TIF Notes (the “Pricing Date”) based on the municipal yield curve for general obligation
3 bonds (the “MMD”) compiled by Municipal Market Data-Line® (or its successors) and
4 published by Thomson Financial, an operating unit of The Thomson Corporation (or its
5 successors), using the MMD yield published as of the Issuance Date for general obligation bonds
6 rated “AAA” that mature in the same year as the TIF Notes, (i) plus four percent (4.0%), if the
7 interest on the TIF Notes (in the opinion of Bond Counsel) is not exempt from federal income
8 taxation (the “Taxable Rate”), or (ii) plus two percent (2.0%), if the interest on the TIF Notes (in
9 the opinion of Bond Counsel) is exempt from federal income taxation (the “Tax-Exempt Rate”);
10 provided, in no event shall the interest rate on the TIF Notes exceed ten percent (10%) per
11 annum. All TIF Notes shall have a stated maturity of the Maturity Date. Interest shall be
12 computed on the basis of a 360-day year of twelve 30-day months. The TIF Notes shall bear
13 simple interest from their registration date or from the most recent Payment Date to which
14 interest has been paid or duly provided for.

15 (d) Denominations. The TIF Notes shall be issuable as fully registered TIF
16 Notes in Authorized Denominations.

17 (e) Numbering. Unless the City directs otherwise, each series of TIF Notes shall
18 be numbered from R-1 upward.

19 (f) Dating. The TIF Notes shall be dated as provided in **Section 207**, as
20 evidenced by the Finance Officer’s signature on **Schedule A** to each TIF Note.

21 (g) Evidence of Principal Payments. The payment of principal of the TIF Notes
22 on each Payment Date shall be noted on the TIF Notes on **Schedule A** thereto. The TIF Notes
23 and the original **Schedule A** thereto shall be held by the Finance Officer in trust, unless

1 otherwise directed in writing by the Owners thereof. If such **Schedule A** is held by the Finance
2 Officer, the Finance Officer shall, on each Payment Date, send a revised copy of **Schedule A** via
3 facsimile to the Owner. Absent manifest error, the amounts shown on **Schedule A** held by the
4 Finance Officer shall be conclusive evidence of the principal amount paid on the TIF Notes.

5 (h) Sale of TIF Notes. When TIF Notes have been executed and authenticated as
6 required by this Ordinance, the Finance Officer shall hold the TIF Notes in trust or, if directed in
7 writing by the Owners thereof, deliver the TIF Notes to or upon the order of the Owners thereof,
8 as provided in paragraph (g) above, but only upon payment to the City of a purchase price equal
9 to one hundred percent (100%) of the face amount of the TIF Notes, which payment shall be
10 deemed to have occurred under the circumstances described in **Section 207** of this Ordinance.

11 **Section 203 Finance Officer to Serve as Paying Agent and Registrar.** The Finance
12 Officer or her authorized representative is hereby designated as the paying agent pursuant to the
13 Paying Agent Agreement for the payment of principal of and interest on the TIF Notes and the
14 bond registrar with respect to the registration, transfer and exchange of the TIF Notes and for
15 allocating and holding funds as provided herein.

16 **Section 204 Security for TIF Notes.** The Series A TIF Notes shall be equally and
17 ratably secured by Available Revenues. The Series B Notes shall be equally and ratably secured
18 by the Available Revenues on a subordinate basis to the Series A Notes. The TIF Notes shall be
19 special, limited obligations of the City payable solely from and secured as to the payment of
20 principal and interest by a pledge of the Available Revenues. The taxing power of the City is not
21 pledged to the payment of the TIF Notes either as to principal or interest. The TIF Notes shall
22 not be or constitute a general obligation of the City, nor shall they constitute an indebtedness of
23 the City within the meaning of any constitutional, statutory or charter provision, limitation or

1 restriction. THE OBLIGATIONS OF THE CITY WITH RESPECT TO THE TIF NOTES
2 SHALL TERMINATE ON THE FIRST TO OCCUR OF THE FULL PAYMENT AND
3 DISCHARGE OF THE TIF NOTES OR THE MATURITY DATE (WHETHER OR NOT THE
4 PRINCIPAL AMOUNT OR INTEREST HAS BEEN PAID IN FULL).

5 **Section 205 Method and Place of Payment of TIF Notes.** The principal of and
6 interest on the TIF Notes shall be payable in any coin or currency which, on the respective dates
7 of payment thereof, is legal tender for the payment of debts due the United States of America.
8 Payment shall be made by the Finance Officer on each Payment Date as provided in this Note
9 Ordinance. Principal and interest shall be payable by check or draft at the office of the Finance
10 Officer or pursuant to the Paying Agent Agreement by wire transfer to the person in whose name
11 such TIF Note is registered on the Register on each Payment Date.

12 **Section 206 Registration, Transfer and Assignment.** So long as the TIF Notes
13 remain outstanding, the City shall cause to be kept at the office of the Finance Officer books for
14 the registration, transfer and exchange of the TIF Notes or pursuant to the Paying Agent
15 Agreement as herein provided. The TIF Notes when issued shall be registered in the name of the
16 Original Purchaser thereof on the Register.

17 The TIF Notes and beneficial interest therein may only be purchased by an Original
18 Purchaser and transferred or assigned to the Developer, a Related Entity, a Qualified Institutional
19 Buyer, or Project Lender upon the execution by each proposed purchaser, transferee or assignee
20 of a letter in substantially the form of **Exhibit C**, attached hereto and incorporated herein by
21 reference, stating that such Original Purchaser, transferee or assignee (i) is an Approved Investor
22 and (ii) has sufficient knowledge and experience in business and financial matters in general, and
23 investments such as the TIF Notes in particular, to enable the Original Purchaser, transferee or

1 assignee to evaluate the risks involved in an investment in the TIF Notes. The TIF Notes may be
2 transferred and exchanged upon the records of the City or pursuant to the Paying Agent
3 Agreement.

4 Upon surrender of a TIF Note to the Finance Officer, the Finance Officer shall transfer or
5 exchange the TIF Notes for a new TIF Note or TIF Notes, which shall be (i) in the form of fully
6 registered Notes without coupons in Authorized Denominations, except with respect to the TIF
7 Notes issued upon acceptance by the City of the final Certificate of Reimbursable
8 Redevelopment Project Costs, which TIF Notes may be issued in any denomination, subject to
9 the limitation on the aggregate principal amount, and (ii) of the same Maturity Date and in the
10 same aggregate principal amount outstanding as the TIF Note which was presented for transfer
11 or exchange. The TIF Notes presented for transfer or exchange shall be accompanied by a
12 written instrument or instruments of transfer or authorization for exchange, in a form and with
13 guarantee of signature satisfactory to the Finance Officer, duly executed by the Owner thereof or
14 by the Owner's duly authorized agent. Upon any transfer, exchange or assignment as provided
15 in this Section, the transferor shall reimburse the City for all of the reasonable out-of-pocket
16 costs incurred by the City in connection with the administration of such transfer, exchange or
17 assignment.

18 **Section 207 Execution, Authentication and Delivery of the TIF Notes.** Each of the
19 TIF Notes, including any TIF Notes issued in exchange or as substitution for the TIF Notes
20 initially delivered, shall be signed by the manual or facsimile signature of the Mayor and the
21 Finance Officer, attested by the manual or facsimile signature of the Register of the City, and
22 shall have the official seal of the City affixed thereto or imprinted thereon. If any officer whose
23 signature appears on any TIF Note ceases to be such officer before the delivery of such TIF

1 Note, such signature shall nevertheless be valid and sufficient for all purposes, the same as if
2 such person had remained in office until delivery. Any TIF Note may be signed by such persons
3 who at the actual time of the execution of such TIF Note are the proper officers to sign such TIF
4 Note although at the date of such TIF Note such persons may not have been such officers.

5 The Mayor, Finance Officer, and Register of the City are hereby authorized and directed
6 to prepare and execute the TIF Notes as hereinbefore specified, and when duly executed, to
7 deliver the TIF Notes to the Finance Officer for authentication.

8 The TIF Notes shall have endorsed thereon a certificate of authentication substantially in
9 the form set forth in **Schedule A** of **Exhibit B** hereto, which shall be manually executed by an
10 authorized signatory of the Finance Officer, but it shall not be necessary that the same signatory
11 sign the certificate of authentication on all of the TIF Notes that may be issued hereunder at any
12 one time. No TIF Note shall be entitled to any security or benefit under this Ordinance or be
13 valid or obligatory for any purpose until the certificate of authentication has been duly executed
14 by the Finance Officer. Such executed certificate of authentication upon any TIF Note shall be
15 conclusive evidence that such TIF Note has been duly authenticated and delivered under this
16 Ordinance.

17 The TIF Notes shall be initially executed and authenticated by the City upon the last to
18 occur of the following: (i) acceptance or deemed acceptance, pursuant to the terms of the
19 Redevelopment Agreement, of a Certificate of Substantial Completion; (ii) approval of a
20 Certificate of Reimbursable Redevelopment Project Costs; and (iii) an opinion of Bond Counsel
21 regarding the taxable nature of the TIF Notes; (iv) full payment of all advances required to be
22 paid under Section 2.2 of the Redevelopment Agreement; and (v) such other documentation as

1 the City shall reasonably require of Developer, and any Original Purchaser, in order for the City
2 to obtain an opinion of Bond Counsel as required by this Section 5.1 of the Agreement.

3 Upon the Developer's satisfaction of the foregoing conditions and upon approval of each
4 Certificate of Reimbursable Redevelopment Project Costs, the Finance Officer shall either: (i) at
5 the request of the City upon instructions of the Developer, endorse an outstanding TIF Note on
6 **Schedule A** thereto to evidence an increase in the aggregate principal amount equal to such
7 Reimbursable Redevelopment Project Costs, or (ii) at the request of the City upon instructions of
8 the Developer issue a new TIF Note in a principal amount equal to such Reimbursable
9 Redevelopment Project Costs, or any combination thereof. Each date of endorsement of each
10 such TIF Note shall be the date of acceptance by the City of each Certificate of Reimbursable
11 Redevelopment Project Costs, except that the initial endorsement of each TIF Note shall be dated
12 the Issuance Date of such TIF Note. Thereupon, pursuant to **Section 202(h)**, the TIF Notes shall
13 either be held or delivered to or upon the order of the Owner or any Original Purchaser.

14 Upon acceptance by the City of such a Certificate of Reimbursable Redevelopment
15 Project Costs in accordance with the Redevelopment Agreement and upon execution and
16 authentication of the TIF Notes as required by this Ordinance, the Developer shall be deemed to
17 have advanced funds to the City in an amount equal to the purchase price of the TIF Notes,
18 which shall be 100% of the face amount of the TIF Notes, and, upon the issuance of an
19 endorsement of the TIF Notes as provided in the preceding paragraph, the City shall be deemed
20 to have reimbursed the Developer in full for such Reimbursable Redevelopment Project Costs.

21 **Section 208 Mutilated, Lost and Stolen TIF Notes.** If any mutilated TIF Note is
22 surrendered to the Finance Officer or the Finance Officer receives evidence to his/her
23 satisfaction of the destruction, loss or theft of any TIF Note and there is delivered to the Finance

1 Officer such security or indemnity as may be required by it to save the City and the Finance
2 Officer harmless, then, in the absence of notice to the Finance Officer that such TIF Note has
3 been acquired by a bona fide purchaser, the City shall execute and the Finance Officer shall
4 register and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen TIF
5 Note, a new TIF Note with the same Maturity Date and of like tenor and principal amount. Upon
6 the issuance of any new TIF Note under this Section, the City and the Finance Officer may
7 require the payment by the Owner of a sum sufficient to cover any tax or other governmental
8 charge that may be imposed in relation thereto and any other expenses connected therewith. If
9 any such mutilated, destroyed, lost or stolen TIF Note has become or is about to become due and
10 payable, the Finance Officer may, in its discretion, pay such TIF Note instead of issuing a new
11 TIF Note.

12 **Section 209 Cancellation, Discharge and Abatement of TIF Notes.** All TIF Notes
13 that have been paid or redeemed or that otherwise have been surrendered to the Finance Officer,
14 either at or before the Maturity Date, shall be canceled and destroyed by the Finance Officer in
15 accordance with existing security regulations upon the payment or redemption of such TIF Note
16 and the surrender thereof to the Finance Officer. The Finance Officer shall execute a certificate
17 in duplicate describing the TIF Notes so cancelled and destroyed, and shall file an executed
18 counterpart of such certificate with the City.

19 **NOTWITHSTANDING ANY PROVISION HEREIN TO THE CONTRARY, THE**
20 **TIF NOTES ARE SUBJECT TO CANCELLATION AND DISCHARGE BY THE CITY**
21 **IN WHOLE OR IN PART WITHOUT PENALTY UNDER THE CONDITIONS SET**
22 **FORTH IN SECTIONS 7.1 AND 7.2 OF THE REDEVELOPMENT AGREEMENT.**

23 **ARTICLE III.**

24 **REDEMPTION AND PAYMENT OF PRINCIPAL AND INTEREST**

1 **Section 301 Optional Redemption.** The TIF Notes are subject to optional redemption
2 by the City in whole at any time or in part on any Payment Date at a redemption price of 100%
3 of the principal amount of the TIF Note to be redeemed, plus accrued interest thereon to the date
4 fixed for redemption. If only a partial redemption is to occur, then each TIF Note from within a
5 Series shall be redeemed in the order of maturity designated by the Finance Officer and within
6 any maturity the TIF Notes shall be redeemed in Authorized Denominations by the Finance
7 Officer in such manner as it may determine. In the event of an optional redemption of the Notes,
8 unless waived by any Owner of Notes to be redeemed, official notice of any redemption shall be
9 given by the Finance Officer on behalf of the City by mailing a copy of an official redemption
10 notice by first class mail, postage prepaid, at least thirty (30) days (five days if all of the Notes
11 are owned by the Developer) and not more than sixty (60) days prior to the date fixed for
12 redemption, to each Owner of the Notes to be redeemed at the address shown on the Note
13 Register.

14 All official notices of optional redemption shall be dated and shall contain the
15 information specified in **Section 304**, hereof. The failure of any Owner to receive notice given
16 as heretofore provided or an immaterial defect therein shall not invalidate any redemption.

17 **Section 302 Special Mandatory Redemption.** All TIF Notes are subject to special
18 mandatory redemption by the City on each Payment Date, at a redemption price equal to 100%
19 of the principal amount being redeemed, together with accrued interest thereon to the date fixed
20 for redemption, which amount of principal being redeemed shall be an amount equal to
21 Available Revenues then on deposit in the applicable account of the Special Allocation Fund and
22 which will not be required for the payment of interest on such Payment Date. The TIF Notes
23 shall be called by the City for special mandatory redemption pursuant to this Section without the

1 necessity of any action by the City other than as provided in **Section 403** of this Ordinance, or as
2 provided in the paragraph immediately below.

3 In the event of a special mandatory redemption of any Notes with respect to an Owner
4 other than Developer or a Related Entity, unless waived by such Owner of Notes to be redeemed,
5 official notice of any redemption shall be given by the Finance Officer on behalf of the City by
6 mailing a copy of an official redemption notice by first class mail, postage prepaid, at least thirty
7 (30) days and not more than sixty (60) days prior to the date fixed for redemption, to each
8 Registered Owner other than Developer or a Related Entity of the Notes to be redeemed at the
9 address shown on the Note Register.

10 **Section 303 Selection of Notes to be Redeemed.** TIF Notes shall be redeemed only in
11 Authorized Denominations. When less than all of the outstanding TIF Notes are to be redeemed
12 and paid prior to maturity, such TIF Notes or portions of TIF Notes from within the same Series
13 to be redeemed shall be selected in Authorized Denominations by the Finance Officer in such
14 equitable manner as she may determine. In the case of a partial redemption of TIF Notes from
15 within the same series when TIF Notes of denominations greater than the minimum Authorized
16 Denomination are then outstanding, then for all purposes in connection with such redemption
17 each Authorized Denomination unit of face value shall be treated as though it was a separate TIF
18 Note of the denomination of the minimum Authorized Denomination.

19 **Section 304 Notice and Effect of Call for Redemption.** In the event of any optional
20 redemption of the Notes, or, in the event of any special mandatory redemption of the Notes with
21 respect to an Owner other than the Developer or a Related Entity, unless waived by any such
22 Owner of Notes to be redeemed, official notice of any redemption shall be given by the Finance

1 Officer on behalf of the City by mailing a copy of an official redemption notice by first class
2 mail to each Owner of the Notes to be redeemed at the address shown on the Note Register.

3 All official notices of redemption shall be dated and shall contain the following
4 information:

- 5 (a) the redemption date;
- 6 (b) the redemption price;
- 7 (c) if less than all Outstanding Notes are to be redeemed, the identification (and, in the
8 case of partial redemption of any Notes, the respective principal amounts) of the Notes to
9 be redeemed;
- 10 (d) a statement that on the redemption date the redemption price will become due and
11 payable upon each Note or portion thereof called for redemption and that interest thereon
12 shall cease to accrue from and after the redemption date; and
- 13 (e) the place where such Notes are to be surrendered for payment of the redemption
14 price, which shall be the office of the Finance Officer.

15 The failure of any Owner to receive notice given as heretofore provided or an immaterial
16 defect therein shall not invalidate any redemption. All Notes that have been redeemed shall be
17 cancelled and destroyed or deemed cancelled and destroyed by the Finance Officer as provided
18 herein and shall not be reissued.

19 **ARTICLE IV.**

20 **FUNDS AND REVENUES**

21 **Section 401 Creation of Funds and Accounts.** There are hereby created or ratified
22 and ordered to be established in the treasury of the City the Special Allocation Fund into which

1 all Available Revenues shall be deposited, and within it the following separate funds and
2 accounts:

3 (a) a Revenue Fund and, within it

4 (i) a PILOTs Account; and

5 (ii) an EATs Account;

6 (b) a Debt Service Fund; and, within it

7 (i) The Series A Account; and

8 (ii) The Series B Account;

9 (c) a Debt Service Reserve Fund; and

10 (d) a Project Fund.

11 **Section 402 Administration of Funds and Accounts.** The Special Allocation Fund

12 and the funds and accounts established therein shall be maintained in the treasury of the City and

13 administered by the City solely for the purposes and in the manner as provided in the Act, this

14 Ordinance, the Approving Ordinance, and the Authorizing Ordinance so long as any TIF Notes

15 remain outstanding hereunder.

16 **Section 403 Revenue Fund.**

17 (a) On or before the date that is five (5) days prior to each Payment Date while

18 the TIF Notes remain outstanding, the City shall transfer and deposit:

19 (i) those Available Revenues attributable to PILOTs into the PILOTs

20 Account of the Revenue Fund

21 (ii) those Available Revenues attributable to EATs into the EATs

22 Account of the Revenue Fund

1 (b) Available Revenues in the Revenue Fund shall be disbursed by the Finance
2 Officer on each Payment Date, first from the EATS Account and second from the PILOTS
3 Account for the purposes and in the amounts as follows:

4 *First*, to payment of arbitrage rebate, if any, owed with respect to the TIF Notes
5 under Section 148 of the Internal Revenue Code of 1986, as amended, including any
6 costs of calculating arbitrage rebate;

7 *Second*, to the Finance Officer of the City and the St. Louis Development
8 Corporation (which amounts shall be paid one half to the Finance Officer and one half to
9 the St. Louis Development Corporation), an amount equal to the lesser of (i) Two-
10 Thousand Seven Hundred Dollars and no/100 (\$2,700.00) or (ii) 0.2% of the Notes
11 outstanding on each Payment Date, plus any accumulated deficiency from previous years,
12 unless the City has incurred costs pursuant to Section 7.15 of the Agreement that have not
13 otherwise been reimbursed to the City through the issuance of TIF Notes purchased, and
14 any fees to the paying agent pursuant to the Paying Agent Agreement;

15 *Third*, to the Series A Account of the Debt Service Fund, an amount sufficient to
16 pay all or any portion of the past due interest owing as a result of prior deficiencies of
17 moneys to pay interest due on the Series A Notes on each Payment Date;

18 *Fourth*, to the Series A Account of the Debt Service Fund, an amount sufficient to
19 pay all or any portion of the accrued interest becoming due and payable on any Series A
20 Note on each Payment Date;

21 *Fifth*, to the Series A Account of the Debt Service Fund, an amount sufficient to
22 pay the interest on the Series A Notes on the next succeeding Payment Date;

1 *Sixth*, for transfer to the Debt Service Reserve Fund such amount as may be
2 required to restore any deficiency in the Debt Service Reserve Fund if the amount on
3 deposit in the Debt Service Reserve Fund is less than the Debt Service Reserve
4 Requirement;

5 *Seventh*, to the Series A Account of the Debt Service Fund, an amount sufficient
6 to pay the principal of any Series A Note that is subject to redemption pursuant to this
7 Note Ordinance on each Payment Date;

8 *Eighth*, if no Series A Notes are Outstanding, to the Series B Account of the Debt
9 Service Fund, an amount sufficient to pay all or any portion of the past due interest owing
10 as a result of prior deficiencies of moneys to pay interest due on the Series B Note on
11 each Payment Date;

12 *Ninth*, if no Series A Notes are Outstanding, to the Series B Account of the Debt
13 Service Fund, an amount sufficient to pay all or any portion of the accrued interest
14 becoming due and payable on any Series B Note on each Payment Date;

15 *Tenth*, if no Series A Notes are Outstanding, to the Series B Account of the Debt
16 Service Fund, an amount sufficient to pay the interest on the Series B Notes on the next
17 succeeding Payment Date;

18 *Eleventh*, if no Series A Notes are Outstanding, to the Series B Account of the
19 Debt Service Fund, an amount sufficient to pay the principal of any Series B Note that is
20 subject to redemption pursuant to this Note Ordinance on each Payment Date; and

21 *Twelfth*, all other remaining money in the PILOTs Account and EATs Account of
22 the Revenue Fund shall annually be declared as surplus and distributed in the manner
23 provided in the TIF Act.

1 (c) If monies available in the Special Allocation Fund are insufficient to
2 reimburse the City as provided above on any Payment Date, then the unpaid portion shall be
3 carried forward to the next Payment Date, with interest thereon at the same rate as the Series A
4 Notes.

5 (d) Upon the payment in full of the principal of and interest on all TIF Notes (or
6 provision has been made for the payment thereof as specified in the Note Ordinance), payment in
7 full of the fees and expenses of the Finance Officer and the St. Louis Development Corporation,
8 and payment in full of any other amounts required to be paid under this Ordinance, all amounts
9 remaining on deposit in the Revenue Fund shall be declared as surplus and distributed in the
10 manner provided in the Act.

11 **Section 404 Debt Service Fund.**

12 (a) All amounts paid and credited to the Debt Service Fund shall be expended
13 solely for (i) the payment of the principal of and interest on the TIF Notes as the same mature
14 and become due or upon the redemption thereof, said TIF Notes all being subject to special
15 mandatory redemption thereof, or (ii) to purchase Notes for cancellation prior to maturity.

16 (b) The City hereby authorizes and directs the Finance Officer to withdraw
17 sufficient moneys from the Debt Service Fund to pay the principal of and interest on the TIF
18 Notes as the same become due and payable, and to make said moneys so withdrawn available for
19 the purpose of paying said principal of and interest on the TIF Notes.

20 (c) After payment in full of the principal of and interest on the TIF Notes (or
21 provision has been made for the payment thereof as specified in this Ordinance), payment of the
22 fees and expenses of the Finance Officer, and payment of any other amounts required to be paid

1 under this Ordinance, all amounts remaining in the Debt Service Fund shall be declared as
2 surplus and distributed in the manner provided in the Act.

3 **Section 405 Project Fund.** Upon the acceptance by the City of a Certificate of
4 Reimbursable Redevelopment Project Costs and the issuance or endorsement of a TIF Note
5 pursuant to **Section 207** of this Ordinance, the Developer shall be deemed to have advanced
6 funds necessary to purchase such TIF Note and the City shall be deemed to have deposited such
7 funds in the Project Fund and shall be deemed to have reimbursed the Developer or paid for in
8 full for such costs from the amounts deemed to be on deposit in the Project Fund.

9 **Section 406 Debt Service Reserve Fund.** Except as herein otherwise provided, funds
10 on deposit in the Debt Service Reserve Fund shall be used and applied by the Finance Officer
11 solely to prevent a default in the event moneys on deposit in the Debt Service Fund shall be
12 insufficient to pay the principal of and interest on the Series A Notes as the same become due.
13 The Finance Officer may disburse and expend moneys from the Debt Service Reserve Fund
14 whether or not the amount therein equals the Debt Service Reserve Fund Requirement. Moneys
15 on deposit in the Debt Service Reserve Fund may be used to pay Series A Notes called for
16 redemption or to purchase the Series A Notes in the open market, prior to the Maturity Date,
17 provided all Notes at the time Outstanding are called for redemption or purchased and sufficient
18 funds are available therefor. Moneys on deposit in the Debt Service Reserve Fund shall be used
19 to pay and retire the Series A Notes last becoming due, unless such Notes and all interest thereon
20 are otherwise paid.

21 So long as the sum on deposit in the Debt Service Reserve Fund shall aggregate an
22 amount equal to the Debt Service Reserve Fund Requirement, investment earnings on funds on
23 deposit in the Debt Service Reserve Fund shall be deposited into the Series A Account of the

1 Debt Service Fund; provided, however, that if no Series A Notes are then Outstanding, such
2 investment earnings shall be deposited into the Series B Account of the Debt Service Fund. If
3 the sum on deposit in the Debt Service Reserve Fund shall be less than the Debt Service Reserve
4 Fund Requirement, investment earnings on funds in the Debt Service Reserve Fund shall remain
5 therein and be applied to reducing such deficiency.

6 So long as the sum on deposit in the Debt Service Reserve Fund shall aggregate an
7 amount equal to the Debt Service Reserve Fund Requirement on each Payment Date, no further
8 deposits to said Debt Service Reserve Fund shall be required. Investments and moneys in the
9 Debt Service Reserve Fund shall be valued at the market value thereof, exclusive of accrued
10 interest, by the Finance Officer on and the amount on deposit therein determined accordingly.

11 After payment in full of the principal of, premium, if any, and interest on the Notes (or
12 provision has been made for the payment thereof as specified in the Ordinance), the fees, charges
13 and expenses of the Finance Officer and any Paying Agent and any other amounts required to be
14 paid under the Ordinance or any other instrument entered into with respect to the Notes, all
15 amounts remaining in the Debt Service Reserve Fund shall be paid to the City.

16 **Section 407 Nonpresentment of Notes.** If any TIF Note is not presented for payment
17 when the principal thereof becomes due at stated maturity or prior redemption date, and provided
18 that funds sufficient to pay such TIF Note have been made available to the Finance Officer, all
19 liability of the City to the Owner thereof for the payment of such TIF Note shall forthwith cease,
20 determine and be completely discharged, and thereupon it shall be the duty of the Finance
21 Officer to hold such funds, without liability for interest thereon, for the benefit of the Owner of
22 such TIF Note, who shall thereafter be restricted exclusively to such funds for any claim of
23 whatever nature on his part under this Ordinance or on, or with respect to, said TIF Note. If any

1 TIF Note is not presented for payment within five (5) years following the date when such TIF
2 Note becomes due at maturity, the Finance Officer shall repay to the City the funds theretofore
3 held by it for payment of such TIF Note, and such TIF Note shall, subject to the defense of any
4 applicable statute of limitation, thereafter be an unsecured obligation of the City, and the Owner
5 thereof shall be entitled to look only to the City for payment, and then only to the extent of the
6 amount so repaid to it by the Finance Officer, and the City shall not be liable for any interest
7 thereon and shall not be regarded as a Finance Officer of such money.

8 **ARTICLE V.**

9 **REMEDIES**

10 **Section 501 Remedies.** The provisions of this Ordinance, including the covenants and
11 agreements herein contained, shall constitute a contract between the City and the Owner. The
12 Owner shall have the right:

13 (a) by mandamus or other suit, action or proceedings at law or in equity to
14 enforce the rights of the Owner against the City and its officers, agents and employees, and to
15 require and compel duties and obligations required by the provisions of this Ordinance or by the
16 constitution and laws of the State of Missouri;

17 (b) by suit, action or other proceedings in equity or at law to require the City, its
18 officers, agents and employees to account as if they were the trustees of an express trust; and

19 (c) by suit, action or other proceedings in equity or at law to enjoin any acts or
20 things which may be unlawful or in violation of the rights of the Owner.

21 **Section 502 Limitation on Rights of Owner.** The Owner secured hereby shall not
22 have any right in any manner whatever by its action to affect, disturb or prejudice the security

1 Exempt TIF Note to be an “arbitrage bond” within the meaning of Section 148(a) of the Code, or
2 “federally guaranteed” within the meaning of Section 149(b) of the Code. The City (to the
3 extent within its power or discretion) and the Developer shall not use or permit the use of any
4 proceeds of the Tax Exempt TIF Note, and shall not take or permit to be taken any other action
5 or actions, which would result in the Tax Exempt TIF Note being treated as other than an
6 obligation described in Section 103(a) of the Code. The City (to the extent within its power or
7 discretion) and the Developer shall not use any portion of the proceeds of the Tax Exempt TIF
8 Note, including any investment income earned on such proceeds, in any manner that would cause
9 the Tax Exempt TIF Note to be a “private activity bond” within the meaning of Section 141(a) of
10 the Code. The officers of the City, including the Mayor, the Finance Officer, and the Register,
11 shall be, and they hereby are, authorized and directed to execute all documents and take such
12 actions as they may deem necessary or advisable in order to carry out and perform the purposes
13 of this Section.

14 **Section 703 Payments Due on Saturdays, Sundays and Holidays.** In any case where
15 the Payment Date is a Saturday, a Sunday or a legal holiday or other day that is not a business
16 day, then payment of principal or interest need not be made on such date but may be made on the
17 next succeeding business day with the same force and effect as if made on the Payment Date, and
18 no interest shall accrue for the period after such date.

19 **Section 704 Notices, Consents and Other Instruments.** Any notice, consent, request,
20 direction, approval, objection or other instrument required by this Ordinance to be signed and
21 executed by the Owner of the TIF Notes may be in any number of concurrent writings of similar
22 tenor and may be signed or executed by such Owner in person or by agent appointed in writing.
23 Proof of the execution of any such instrument or of the writing appointing any such agent and of

1 the ownership of the TIF Note, if made in the following manner, shall be sufficient for any of the
2 purposes of the Ordinance, and shall be conclusive in favor of the City with regard to any action
3 taken, suffered or omitted under any such instrument, namely:

4 (a) The fact and date of the execution by any person of any such instrument may
5 be proved by a certificate of any officer in any jurisdiction who by law has power to take
6 acknowledgments within such jurisdiction that the person signing such instrument acknowledged
7 before such officer the execution thereof, or by affidavit of any witness to such execution.

8 (b) The fact of ownership of the TIF Note, the amount or amounts and other
9 identification of the TIF Note, and the date of holding the same shall be proved by the
10 registration books of the City.

11 **Section 705 Notes Deemed to be Paid.**

12 (a) Notes shall be deemed to be paid within the meaning of this Ordinance when
13 payment of the principal on such Notes, plus interest thereon to the due date thereof (whether
14 such due date is by reason of maturity or upon redemption as provided in this Ordinance, or
15 otherwise), either (1) has been made or caused to be made in accordance with the terms hereof,
16 or (2) provision therefor has been made by depositing with the Finance Officer, in trust and
17 irrevocably setting aside exclusively for such payment, (i) moneys sufficient to make such
18 payment or (ii) non callable Government Obligations maturing as to principal and interest in
19 such amount and at such times as will ensure the availability of sufficient moneys to make such
20 payment and, with respect to Tax-Exempt TIF Notes deemed to be paid within the meaning of
21 this Section, the Finance Officer shall have received an opinion of Bond Counsel (which opinion
22 may be based upon a ruling or rulings of the Internal Revenue Service) to the effect that such
23 deposit will not cause the interest on such Tax-Exempt TIF Notes to be included in gross income

1 for purposes of federal income taxation. At such time as a Note is deemed to be paid hereunder
2 as aforesaid, such Note shall no longer be secured by or be entitled to the benefits of this
3 Ordinance, except for the purposes of any such payment from such moneys or Government
4 Obligations.

5 (b) Notwithstanding the foregoing, in the case of Notes which by their terms may be
6 redeemed prior to the Maturity Date, no deposit under clause (2) of subsection (a) above shall be
7 deemed a payment of such Notes as aforesaid until, as to all such Notes which are to be
8 redeemed prior to their respective stated maturities, proper notice of such redemption has been
9 given in accordance with Article III hereof.

10 (c) Notwithstanding any provision of any other Section of this Ordinance which may
11 be contrary to the provisions of this Section, all moneys or Government Obligations set aside and
12 held in trust pursuant to the provisions of this Section for the payment of Notes and interest
13 thereon shall be applied to and be used solely for the payment of the particular Notes and interest
14 thereon with respect to which such moneys and Government Obligations have been so set aside
15 in trust.

16 **Section 706 Execution of Documents; Further Authority.** The City is hereby
17 authorized to enter into and the Mayor and the Finance Officer are hereby authorized and
18 directed to execute and deliver, for and on behalf of and as the act and deed of the City, the TIF
19 Notes and such other documents, certificates and instruments as may be necessary or desirable to
20 carry out and comply with the intent of this Ordinance. The officers of the City, including
21 without limitation the Mayor, the Finance Officer, and the Register, are hereby authorized and
22 directed to execute, and the City Register is hereby authorized and directed where appropriate to
23 attest, all certificates, documents or other instruments, and take such actions as they may deem

1 necessary or advisable in order to carry out and perform the purposes of this Ordinance and to
2 make ministerial alterations, changes or additions in the foregoing agreements, statements,
3 instrument and other documents herein approved, authorized and confirmed which they
4 determine to be in the City's best interest, and the execution or taking of such action shall be
5 conclusive evidence of such determination.

6 **Section 707 Severability.** If any section or other part of this Ordinance, whether large
7 or small, is for any reason be held invalid, the invalidity thereof shall not affect the validity of the
8 other provisions of this Ordinance.

9 **Section 708 Governing Law.** This Ordinance shall be governed exclusively by and
10 constructed in accordance with the applicable internal laws of the State of Missouri.

11 **Section 709 Private Sale.** The Board of Aldermen of the City hereby declares that it is
12 in the City's best interest to sell the TIF Notes at private sale because a public sale of the TIF
13 Notes would cause additional expense to the City and because the condition of the current
14 financial markets makes such a public sale not feasible or the best course of action for the City.

15 **Section 710 Repeal of Conflicting Ordinances.** Ordinance 66851 or other ordinances
16 or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

17 **Section 711 Severability Clause.** If any section, subsection, sentence, clause, phrase
18 or portion of this ordinance is held to be invalid or unconstitutional, or unlawful for any reason,
19 by any court of competent jurisdiction, such portion shall be deemed and is hereby declared to be
20 a separate, distinct and independent provision of this ordinance, and such holding or holdings
21 shall not affect the validity of the remaining portions of this ordinance.

22 **Section 712 Emergency Clause.** This being an ordinance affecting the appropriation
23 of money, it is hereby declared to be an emergency measure within the meaning of Sections 19

1 and 20 of Article 14 of the Charter of the City of St. Louis and therefore shall become effective
2 immediately upon its passage and approval by the Mayor.

3

EXHIBIT A

Legal Description of Security Building Redevelopment Area

Beginning at the Northeast corner of Washington Boulevard and Eleventh Street; thence Northwardly along the East line of Eleventh Street, 150 feet 3 ¼ to a point in the South line of "Christ Tract;" thence Eastwardly and along the centerline of a 30 inch party wall, 60 feet to a point in the South line of Christy Tract; thence Southwardly and parallel with the East line of Eleventh Street and along the centerline of a 30 inch party wall, 150 feet 3 inches to the Northern line of Washington Boulevard; thence Westwardly along the North line of Washington Boulevard, 60 feet to the point of beginning, in the City of St. Louis, Missouri.

EXHIBIT B
Form of Note

THIS TIF NOTE OR ANY PORTION HEREOF MAY BE TRANSFERRED, ASSIGNED OR NEGOTIATED ONLY TO "APPROVED INVESTORS," AS DEFINED HEREIN, AND IN ACCORDANCE WITH THE PROVISIONS HEREOF.

UNITED STATES OF AMERICA
STATE OF MISSOURI

Registered
No. R-__

In an Aggregate Not to Exceed
\$1,350,000 plus Issuance Costs
(See **Schedule A** attached)

CITY OF ST. LOUIS, MISSOURI

[TAXABLE][TAX-EXEMPT] TAX INCREMENT REVENUE NOTE
(Bee Hat Redevelopment Project)
SERIES 200_-A/B

Rate of Interest:	of Maturity Date:	Dated Date:	CUSIP Number:
[__%][__%]	September 8, 2028	_____	None

OWNER:

PRINCIPAL AMOUNT: See **SCHEDULE A** attached hereto.

The CITY OF ST. LOUIS, MISSOURI, a body corporate and a political subdivision duly organized and validly existing under its charter and the Constitution and laws of the State of Missouri (the "City"), for value received, hereby promises to pay to the Owner shown above, or registered assigns, the principal amount shown from time to time on Schedule A attached hereto on the Maturity Date shown above unless called for redemption prior to the Maturity Date, and to pay interest thereon from the effective date of registration shown from time to time on Schedule A attached hereto or from the most recent Payment Date to which interest has been paid or duly provided for, at the Rate of Interest shown above computed on the basis of a 360-day year of twelve 30-day months. Interest and principal shall be payable each March 1 and September 1 (each, a "Payment Date"), commencing on the first March 1 or September 1 following the City's acceptance or deemed acceptance of the Certificate of Substantial Completion in accordance with the Redevelopment Agreement between the City and BHAT Development, LLC (the "Developer"), dated as of November 15, 2005, as amended (the "Redevelopment Agreement"), until all principal and interest accruing pursuant to this TIF Note is paid in full except as otherwise provided herein. The TIF Notes shall bear simple interest from their registration date or from the most recent Payment Date to which interest has been paid or duly provided for.

Except as otherwise provided herein, the capitalized terms herein shall have the meanings as provided in Ordinance No. _____ adopted by the Board of Aldermen and approved by the Mayor on _____, 2007 (the "Note Ordinance") or the Redevelopment Agreement.

THE OBLIGATIONS OF THE CITY WITH RESPECT TO THIS TIF NOTE TERMINATE TWENTY-THREE YEARS FROM THE DATE OF APPROVAL BY THE MAYOR OF THE APPROVING ORDINANCE APPROVING THE REDEVELOPMENT PROJECT, WHETHER OR NOT THE PRINCIPAL AMOUNT OR INTEREST HEREON HAS BEEN PAID IN FULL. REFERENCE IS MADE TO THE NOTE ORDINANCE FOR A COMPLETE DESCRIPTION OF THE CITY'S OBLIGATIONS HEREUNDER.

Subject to the preceding paragraph, the principal of and interest on this TIF Note shall be paid at maturity or upon earlier redemption as provided in Article III of the Note Ordinance to the person in whose name this TIF Note is registered at the maturity or redemption date hereof, upon presentation and surrender of this TIF Note at the payment office of the Finance Officer of the City or her authorized agent (the "Finance Officer"). The principal of and interest on the TIF Notes shall be payable in any coin or currency of the United States of America which, at the respective dates of payment thereof, is legal tender for the payment of debts due the United States of America. The principal of or interest on this TIF Note shall be payable by check or draft or by wire transfer to the person in whose name this TIF Note is registered on the Register on each Payment Date (the "Owner").

This TIF Note is one of an authorized series of fully registered Notes of the City designated "City of St. Louis, Missouri, [Taxable][Tax-Exempt] Tax Increment Revenue Notes (Bee Hat Redevelopment Project), Series 200_-A/B," issued in an aggregate principal amount of not to exceed \$1,350,000 plus Issuance Costs (the "Notes"). The TIF Notes are being issued for the purpose of paying a portion of the Redevelopment Project Costs in connection with the Redevelopment Plan, under the authority of and in full compliance with the Constitution and laws of the State of Missouri, including particularly the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 to 99.865, of the Revised Statutes of Missouri, as amended (the "Act"), and pursuant to the Note Ordinance.

The TIF Notes and the interest thereon shall be special, limited obligations of the City payable solely from and secured as to the payment of principal and interest, by the Available Revenues and other moneys pledged thereto and held by the Finance Officer as provided herein. "Available Revenues" means all monies on deposit from time to time (including investment earnings thereon) in (a) the PILOTS Account of the Revenue Fund of the Special Allocation Fund; and (b) the EATS Account of the Revenue Fund of the Special Allocation Fund that have been appropriated to the repayment of the TIF Notes, excluding (i) any amount paid under protest until the protest is withdrawn or resolved against the taxpayer or (ii) any sum received by the City which is the subject of a suit or other claim communicated to the City which suit or claim challenges the collection of such sum.

The monies on deposit in the PILOTs Account of the Revenue Fund of the Special Allocation Fund are those payments in lieu of taxes (as defined in Sections 99.805(10) of the Act) attributable to the increase in the current equalized assessed valuation of each taxable lot, block, tract or parcel of real property in the Redevelopment Area (as described in Exhibit A to the Note Ordinance) and any applicable penalty and interest over and above the initial equalized assessed value (as that term is used and described in Section 99.845.1 and Section 99.855 of the

Act) of each taxable lot, block, tract or parcel of real property in the Redevelopment Area, as allocated and paid to the Finance Officer by the City's Collector of Revenue during the term of the Redevelopment Plan and the Redevelopment Project.

The monies on deposit in the EATs Account of the Revenue Fund of the Special Allocation Fund are those amounts equal to fifty percent (50%) of the total additional revenues from taxes, penalties and interest which are imposed by the City or other taxing district (as that term is defined in Section 99.805(16) of the Act) and which are generated by economic activities within the Redevelopment Area over the amount of such taxes generated by economic activities within the Redevelopment Area in the calendar year ending December 31, 2005 (subject to annual appropriation by the City as provided in the Act), while tax increment financing remains in effect, but excluding personal property taxes, taxes imposed on sales or charges for sleeping rooms paid by transient guests of hotels and motels, licenses, fees or special assessments other than payments in lieu of taxes and penalties and interest thereon, taxes levied pursuant to Section 70.500 of the Revised Statutes of Missouri, as amended, and taxes levied for the purpose of public transportation pursuant to Section 94.660 of the Revised Statutes of Missouri, as amended, all in accordance with Section 99.845 of the Act, as may be amended from time to time.

All TIF Notes shall be equally and ratably secured by Available Revenues. The TIF Notes shall be special, limited obligations of the City payable solely from and secured as to the payment of principal and interest by a pledge of the Available Revenues. The taxing power of the City is not pledged to the payment of the TIF Notes either as to principal or interest. The TIF Notes shall not be or constitute a general obligation of the City, nor shall they constitute an indebtedness of the City within the meaning of any constitutional, statutory or charter provision, limitation or restriction. **THE OBLIGATIONS OF THE CITY WITH RESPECT TO THE TIF NOTES SHALL TERMINATE ON THE FIRST TO OCCUR OF THE FULL PAYMENT AND DISCHARGE OF THE TIF NOTES OR THE MATURITY DATE (WHETHER OR NOT THE PRINCIPAL AMOUNT OR INTEREST HAS BEEN PAID IN FULL).**

Available Revenues in the Revenue Fund shall be disbursed by the Finance Officer on each Payment Date, first from the EATS Account and second from the PILOTS Account for the purposes and in the amounts as follows:

First, to payment of arbitrage rebate, if any, owed with respect to the TIF Notes under Section 148 of the Internal Revenue Code of 1986, as amended, including any costs of calculating arbitrage rebate;

Second, to the Finance Officer of the City and the St. Louis Development Corporation (which amounts shall be paid one half to the Finance Officer and one half to the St. Louis Development Corporation), an amount equal to the lesser of (i) Fifty Four Hundred Dollars and no/100 (\$5,400.00) or (ii) 0.4% of the Notes outstanding on each Payment Date, plus any accumulated deficiency from previous years, unless the City has incurred costs pursuant to Section 7.15 of the Agreement that have not otherwise been reimbursed to the City through the issuance of TIF Notes purchased, and any fees to the paying agent pursuant to the Paying Agent Agreement;

Third, to the Series A Account of the Debt Service Fund, an amount sufficient to pay all or any portion of the past due interest owing as a result of prior deficiencies of moneys to pay interest due on the Series A Notes on each Payment Date;

Fourth, to the Series A Account of the Debt Service Fund, an amount sufficient to pay all or any portion of the accrued interest becoming due and payable on any Series A Note on each Payment Date;

Fifth, to the Series A Account of the Debt Service Fund, an amount sufficient to pay the interest on the Series A Notes on the next succeeding Payment Date;

Sixth, for transfer to the Debt Service Reserve Fund such amount as may be required to restore any deficiency in the Debt Service Reserve Fund if the amount on deposit in the Debt Service Reserve Fund if the amount on deposit in the Debt Service Reserve Fund is less than the Debt Service Reserve Requirement;

Seventh, to the Series A Account of the Debt Service Fund, an amount sufficient to pay the principal of any Series A Note that is subject to redemption pursuant to this Note Ordinance on each Payment Date;

Eighth, if no Series A Notes are Outstanding, to the Series B Account of the Debt Service Fund, an amount sufficient to pay all or any portion of the past due interest owing as a result of prior deficiencies of moneys to pay interest due on the Series B Note on each Payment Date;

Ninth, if no Series A Notes are Outstanding, to the Series B Account of the Debt Service Fund, an amount sufficient to pay all or any portion of the accrued interest becoming due and payable on any Series B Note on each Payment Date;

Tenth, if no Series A Notes are Outstanding, to the Series B Account of the Debt Service Fund, an amount sufficient to pay the interest on the Series B Notes on the next succeeding Payment Date;

Eleventh, if no Series A Notes are Outstanding, to the Series B Account of the Debt Service Fund, an amount sufficient to pay the principal of any Series B Note that is subject to redemption pursuant to this Note Ordinance on each Payment Date; and

Twelfth, all other remaining money in the PILOTs Account and EATs Account of the Revenue Fund shall annually be declared as surplus and distributed in the manner provided in the TIF Act.

If monies available in the Special Allocation Fund are insufficient to reimburse the City as provided above on any Payment Date, then the unpaid portion shall be carried forward to the next Payment Date, with interest thereon at the same rate as the Series A Notes.

Upon the payment in full of the principal of and interest on all TIF Notes (or provision has been made for the payment thereof as specified in the Note Ordinance), payment in full of the fees and expenses of the Finance Officer and the St. Louis Development Corporation, and payment in full of any other amounts required to be paid under this Ordinance, all amounts remaining on deposit in the Revenue Fund shall be declared as surplus and distributed in the manner provided in the Act.

The City covenants that the officer of the City at any time charged with the responsibility of formulating budget proposals will be directed to include in the budget proposal submitted to the Board of Aldermen of the City for each fiscal year that the TIF Notes are outstanding a

request for an appropriation of all moneys on deposit in the Revenue Fund and the Debt Service Fund for transfer to the Finance Officer for deposit at the times and in the manner provided in Section 403 of the Note Ordinance.

NOTWITHSTANDING ANY PROVISION HEREIN OR IN THE NOTE ORDINANCE TO THE CONTRARY, THE TIF NOTES ARE SUBJECT TO CANCELLATION AND DISCHARGE BY THE CITY IN WHOLE OR IN PART WITHOUT PENALTY UNDER THE CONDITIONS SET FORTH IN SECTIONS 7.1 AND 7.2 OF THE REDEVELOPMENT AGREEMENT.

The TIF Notes are subject to optional redemption by the City in whole at any time or in part on any Payment Date at a redemption price of 100% of the principal amount of the TIF Note to be redeemed, plus accrued interest thereon to the date fixed for redemption.

The TIF Notes are subject to special mandatory redemption by the City on each Payment Date, at a redemption price equal to 100% of the principal amount being redeemed, together with accrued interest thereon to the date fixed for redemption, in an amount equal to Available Revenues on deposit in the applicable accounts of the Special Allocation Fund and which are not required for the payment of accrued interest on such Payment Date.

The TIF Notes or portions of Notes to be redeemed shall become due and payable on the redemption date, at the redemption price therein specified, and from and after the redemption date (unless the City defaults in the payment of the redemption price) such TIF Notes or portion of TIF Notes shall cease to bear interest. The redemption price of such TIF Notes shall be paid by the Finance Officer. Installments of interest due on or prior to the redemption date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any TIF Note, there shall be prepared for the Owner a new TIF Note or Notes of the same maturity in the amount of the unpaid principal as provided herein. All TIF Notes that have been redeemed shall be cancelled and destroyed by the Finance Officer as provided herein and shall not be reissued.

TIF Notes shall be redeemed only in the principal amount of One Thousand Dollars (\$1,000) or any integral multiple thereof. When less than all of the outstanding TIF Notes are to be redeemed and paid prior to maturity, such TIF Notes shall be selected by the Finance Officer in One Thousand Dollar (\$1,000) units of face value in such equitable manner as the Finance Officer may determine.

The TIF Notes are issuable in the form of fully registered Notes without coupons in minimum denominations of One Hundred Thousand Dollars (\$100,000) or any integral multiple \$1,000 in excess thereof, except with respect to the Notes issued upon acceptance by the City of the final Certificate of Reimbursable Redevelopment Project Costs, which Notes may be issued in any denomination, subject to the limitation on the aggregate principal amount.

This TIF Note may be transferred or exchanged as provided in the Note Ordinance only upon the Register, upon surrender of this TIF Note together with a written instrument of transfer satisfactory to the Finance Officer duly executed by the Owner or the Owner's duly authorized agent.

THE OWNER HEREOF EXPRESSLY AGREES, BY SUCH OWNER'S ACCEPTANCE HEREOF, THAT THE RIGHT TO PURCHASE, TRANSFER, ASSIGN OR NEGOTIATE THIS TIF NOTE SHALL BE LIMITED TO PURCHASE, TRANSFER,

ASSIGNMENT OR NEGOTIATION TO APPROVED INVESTORS AND UPON THE EXECUTION BY THE PROPOSED PURCHASER OR TRANSFEREE OF AN INVESTMENT LETTER IN SUBSTANTIALLY THE FORM OF EXHIBIT C TO THE NOTE ORDINANCE, SIGNED BY THE PROPOSED PURCHASER OR TRANSFEREE, SHOWING THAT THE PROPOSED PURCHASER OR TRANSFEREE IS AN APPROVED INVESTOR. “Approved Investor” means, (a) the Developer or any party or entity related to the Developer by one of the relationships described in Section 267(b) of the Internal Revenue Code of 1986, as amended, (b) an “accredited investor” under Rule 501(a) of Regulation D promulgated under the Securities Act of 1933, (c) a “qualified institutional buyer” under Rule 144A promulgated under the Securities Act of 1933 or (d) any general business corporation or enterprise with total assets in excess of \$50,000,000.

Subject to the limitations of the preceding paragraph, upon surrender thereof at the office of the Finance Officer, the Finance Officer shall transfer or exchange any TIF Note for a new TIF Note of the same maturity and in the same principal amount as the Outstanding principal amount of the TIF Note that was presented for transfer or exchange. Any TIF Note presented for transfer or exchange shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in a form and with guarantee of signature satisfactory to the Finance Officer, duly executed by the Owner thereof or by the Owner's duly authorized agent.

This TIF Note shall not be valid or binding on the City or be entitled to any security or benefit under the Indenture until the Certificate of Authentication hereon has been executed by the Finance Officer.

IT IS HEREBY CERTIFIED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of the TIF Notes have existed, happened and been performed in due time, form and manner as required by law.

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

IN WITNESS WHEREOF, the CITY OF ST. LOUIS, MISSOURI has executed this TIF Note by causing it to be signed by the manual or facsimile signature of its Mayor and Finance Officer and attested by the manual or facsimile signature of its City Register, and its official seal to be affixed or imprinted hereon, and this TIF Note to be dated as of the effective date of registration as shown on Schedule A attached hereto.

CITY OF ST. LOUIS, MISSOURI

By: _____
Mayor

By: _____
Finance Officer

Attest:
(Seal)

City Register

Approved as to Form:

ASSIGNMENT

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

(Print or Type Name, Address and Social Security Number
or other Taxpayer Identification Number of Transferee)

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

Dated: _____.

NOTICE: The signature to this assignment must correspond with the name of the Owner as it appears on the face of the within Note in every particular.

Signature Guaranteed By:

(Name of Eligible Guarantor Institution)

By: _____
Title: _____

NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution as defined by SEC Rule 17Ad-15 (17 CFR 240.17Ad-15).

EXHIBIT C

Form of Letter of Representations

_____, 20__

City of St. Louis
City Hall
Tucker and Market Streets
St. Louis, Missouri 63103
Attention: Mayor, Room 200
Attention: Comptroller, Room 311

Re: Not to Exceed \$1,350,000 (plus Issuance Costs) City of St. Louis, Missouri, Tax Increment Revenue Notes, (Bee Hat Redevelopment Project), Series 200_-A/B

Ladies and Gentlemen:

This letter is to provide you with certain representations and agreements with respect to the purchase by the undersigned of not to exceed \$1,350,000 (plus Issuance Costs) aggregate principal amount of Tax Increment Revenue Notes, (Bee Hat Redevelopment Project), Series 200_-A/B (the "TIF Notes"), issued by the City of St. Louis, Missouri (the "City"). The TIF Notes are secured in the manner set forth in Ordinance No. _____ [Board Bill No. _____] of the City adopted on _____, 2007 (the "Note Ordinance"). The undersigned hereby represents to each of you and agrees with each of you, as follows:

1. The undersigned is an Approved Investor (as defined in the Note Ordinance).
2. The undersigned acknowledges that the City has not made any representation or warranty concerning the accuracy or completeness of any information furnished in connection with the purchase by the undersigned of the TIF Notes. Accordingly, the undersigned has not relied upon the City as to the accuracy or completeness of such information. As a sophisticated investor, the undersigned has made its own decision to purchase the TIF Notes based solely upon its own inquiry and analysis.
3. The undersigned understands that the TIF Notes do not constitute an indebtedness of the City or a loan or credit thereof within the meaning of any constitutional or statutory debt limitation or restriction.
4. The undersigned is familiar with and has counsel who are familiar with the federal and state legislation, rules, regulations and case law pertaining to the transfer and distribution of securities, including, but not limited to, disclosure obligations of the seller incident to any such transfer or distribution. The undersigned hereby covenants and agrees that the undersigned will not sell, offer for sale, pledge, transfer, convey, hypothecate, mortgage or dispose of the TIF Notes or any interest therein in violation of applicable federal or state law or in violation of

restrictions on sale, assignment, negotiation or transfer of the TIF Notes as set forth in paragraph 6 below.

5. The undersigned is purchasing the TIF Notes for its own account for investment (and not on behalf of another) and, other than a contemplated pledge of the TIF Notes, has no present intention of reselling the TIF Notes or dividing its interest therein. Notwithstanding the foregoing, the undersigned has the right to sell, offer for sale, pledge, transfer, convey, hypothecate, mortgage or dispose of the TIF Notes at some future date determined by it, provided that such disposition is not in violation of restrictions on sale, assignment, negotiation or transfer of the TIF Notes as set forth in paragraph 6 below.

6. The undersigned acknowledges that the right to sell, assign, negotiate or otherwise transfer the TIF Notes shall be limited to Approved Investors (as defined in the Note Ordinance).

7. The undersigned agrees to indemnify and hold you harmless from any and all claims, judgments, attorneys' fees and expenses of whatsoever nature, whether relating to litigation or otherwise, resulting from any attempted or affected sale, offer for sale, pledge, transfer, conveyance, hypothecation, mortgage or disposition of the TIF Notes in violation of this letter.

8. The undersigned has satisfied itself that the TIF Notes may be legally purchased by the undersigned.

Sincerely,

as Purchaser

By: _____
Title: _____