

1 **BOARD BILL NO. 375** **INTRODUCED BY ALDERMEN JOSEPH D.**  
2 **RODDY/PHYLLIS YOUNG/ JOSEPH VOLLMER/ ALFRED WESSELS/LYDA**  
3 **KREWSON**

4 AN ORDINANCE RECOMMENDED BY THE BOARD OF ESTIMATE AND  
5 APPORTIONMENT AUTHORIZING AND DIRECTING THE ST. LOUIS MUNICIPAL  
6 FINANCE CORPORATION (THE "CORPORATION") TO AMEND CERTAIN  
7 DOCUMENTS RELATED TO THE \$16,400,000 FOREST PARK LEASEHOLD REVENUE  
8 REFUNDING BONDS (CITY OF ST. LOUIS, MISSOURI, LESSEE) SERIES 2004 (THE  
9 "SERIES 2004 BONDS") ISSUED PURSUANT TO ORDINANCE 66492 IN ORDER TO  
10 REFUND THE THEN OUTSTANDING FOREST PARK LEASEHOLD REVENUE  
11 IMPROVEMENT BONDS (CITY OF ST. LOUIS, MISSOURI, LESSEE) SERIES 1997  
12 ISSUED BY THE CORPORATION PURSUANT TO ORDINANCE 64106 IN THE  
13 ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$19,270,000 FOR THE  
14 CONSTRUCTION, RENOVATION, EQUIPPING AND INSTALLATION OF SITE  
15 FURNISHINGS AND IMPROVEMENTS FOR FOREST PARK, ALL FOR THE GENERAL  
16 WELFARE, SAFETY AND BENEFIT OF THE CITIZENS OF THE CITY OF ST. LOUIS,  
17 MISSOURI (THE "CITY") IN CONNECTION WITH THE RELEASE OF THE PORTION OF  
18 THE PROPERTY THAT IS THE SUBJECT OF THE AMENDED AND RESTATED LEASE  
19 BETWEEN THE CITY AND BARNES-JEWISH HOSPITAL BEING CONSIDERED  
20 PURSUANT TO ORDINANCE \_\_\_\_\_ [B.B. #\_\_\_\_\_]; AUTHORIZING AND DIRECTING  
21 THE OFFICERS OF THE CORPORATION TO EXECUTE AND DELIVER THE SECOND  
22 SUPPLEMENTAL INDENTURE OF TRUST, THE SECOND SUPPLEMENTAL LEASE  
23 PURCHASE AGREEMENT, THE FIRST SUPPLEMENTAL BASE LEASE, AND  
24 AUTHORIZING AND DIRECTING THE COMPTROLLER AND ANY OTHER  
25 APPROPRIATE CITY OFFICIALS, IF NECESSARY, TO EXECUTE ANY OTHER  
26 DOCUMENTS RELATED THERETO; AUTHORIZING PARTICIPATION OF  
27 APPROPRIATE CITY OFFICIALS IN THE TAKING OF FURTHER ACTIONS WITH  
28 RESPECT TO RELEASING THE PORTION OF THE PROPERTY FROM THE TERMS OF  
29 THE SERIES 2004 BONDS IN CONNECTION WITH THE LEASING OF SUCH PORTION  
30 TO BARNES-JEWISH HOSPITAL PURSUANT TO ORDINANCE \_\_\_\_\_ [B.B. #\_\_\_\_\_];  
31 AND AUTHORIZING AND DIRECTING THE TAKING OF OTHER ACTIONS, AND  
32 APPROVAL AND EXECUTION OF OTHER DOCUMENTS AS NECESSARY OR  
33 DESIRABLE TO CARRY OUT AND COMPLY WITH THE INTENT HEREOF.

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

42 WHEREAS, the City determined that it was in the best interest of the City to direct the  
43 Corporation to issue and sell bonds to refund the Series 1997 Bonds; and

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

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

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

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

14 WHEREAS, the Board of Aldermen of the City pursuant to Ordinance 66492 has previously  
15 authorized and directed the issuance by the Corporation of its \$16,400,000 Forest Park  
16 Leasehold Refunding Revenue Improvement Bonds (City of St. Louis, Missouri, Lessee), Series  
17 2004 (the "Series 2004 Bonds"), pursuant to an Indenture of Trust (the "Original Indenture")  
18 between the Corporation and UMB Bank of St. Louis, N.A., predecessor-in-interest to UMB  
19 Bank, N.A., as trustee (the "Trustee"), dated as of December 1, 2004, to refinance the Series  
20 1997 Bonds; and

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

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

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

32 "Base Lease" means the Base Lease, dated as of March 1, 1997 (the "Original Lease"), as  
33 amended and supplemented by the First Supplemental Base Lease dated as of January 15, 2007  
34 (the "First Supplemental Base Lease"), by and between the Corporation and the City.

35 "Bond" or "Bonds" means collectively the various series of bonds issued under the  
36 Indenture, including the Series 1997 Bonds and the Series 2004 Bonds.

37 "City" means the City of St. Louis, Missouri.

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

39 "Indenture" means the Indenture of Trust, dated as of March 1, 1997 (the "Original  
40 Indenture"), as amended and supplemented by the First Supplemental Indenture of Trust dated as  
41 of December 1, 2004 (the "First Supplemental Indenture of Trust"), as amended and  
42 supplemented by the Second Supplemental Indenture of Trust dated as of January 15, 2007 (the

1 “Second Supplemental Indenture of Trust”) by and between the Corporation and the Trustee  
2 pursuant to which the Bonds have been issued and under which the Lessor has pledged and  
3 assigned the rents, revenues and receipts received pursuant to the Lease Purchase Agreement to  
4 the Trustee for the benefit of and security of the holders of the Bonds upon the terms and  
5 conditions as set forth therein.

6 “Lease Agreement” means the Lease Purchase Agreement dated as of March 1, 1997, as  
7 amended and supplemented by the First Supplemental Lease Purchase Agreement dated as of  
8 December 1, 2004 (the “First Supplemental Lease Purchase Agreement”) and as amended and  
9 supplemented by the Second Supplemental Lease Purchase Agreement dated as of January 15,  
10 2007 (the “Second Supplemental Lease Purchase Agreement”) by and between the City and the  
11 Corporation, pursuant to which the City leased the Property, together with any improvements  
12 thereon, from the Corporation and agreed to pay Rentals and Additional Rentals, subject to  
13 annual appropriation, sufficient to pay the principal and interest due on the Bonds each fiscal  
14 year of the City and any other amounts due under the Lease Agreement.

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

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

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

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

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

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

35 Section 3. Authority and Direction to Negotiate the Corporation Documents. In connection with  
36 the release of the portion of the Property that is the subject of the Amended and Restated Lease  
37 between the City and Barnes-Jewish Hospital being considered pursuant to Ordinance  
38 \_\_\_\_\_ [B.B. # \_\_\_\_\_], the City is authorized and directed to negotiate with the  
39 Corporation in connection with the approval of the Second Supplemental Lease Purchase  
40 Agreement, the First Supplemental Base Lease and such other documents, certificates and  
41 instruments as may be necessary or desirable to facilitate such release and to carry out and  
42 comply with the intent of this Ordinance (collectively the “Corporation Documents”) in such  
43 form as shall be approved by the appropriate officers of the Corporation executing such  
44 documents, such officers’ signatures thereon being conclusive evidence of their approval thereof.

January 19, 2007

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Sponsor: Aldermen Roddy /Young /Vollmer/Wessels /Krewson

1 Section 4. Authorization and Direction to Execute and Deliver City Documents. The City is  
2 hereby authorized to enter into, and the Mayor and the Comptroller and such other officers of the  
3 City as are appropriate are hereby authorized and directed to execute, seal, attest and deliver, for  
4 and on behalf of and as the act and deed of the City, the Second Supplemental Indenture of Trust  
5 in the form set forth in Exhibit 1, the Second Supplemental Lease Purchase Agreement in the  
6 form set forth in Exhibit 2 and the First Supplemental Base Lease in the form set forth in Exhibit  
7 3, and such other documents, certificates and instruments as may be necessary or desirable to  
8 carry out and comply with the intent of this Ordinance (collectively the “City Documents”) in  
9 such form as shall be approved by the City Counselor and by the appropriate officers of the City  
10 executing such documents, such officers’ signatures thereon being conclusive evidence of their  
11 approval thereof. The Second Supplemental Indenture of Trust, Second Supplemental Lease  
12 Purchase Agreement and First Supplemental Base Lease shall be in such a form as is necessary  
13 to release the portion of the Property subject of the Amended and Restated Lease between the  
14 City and Barnes-Jewish Hospital being considered pursuant to Ordinance \_\_\_\_\_ [B.B.  
15 #\_\_\_\_\_ ].

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

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

31 Section 7. Emergency Clause. This Ordinance being deemed necessary for the preservation of  
32 the public peace and safety is declared an emergency ordinance pursuant to Article IV, Sections  
33 19 and 20 of Charter of the City of St. Louis, and shall take effect immediately upon approval by  
34 the Mayor or its adoption over his disapproval.

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

37 Section 9. Be it further ordained that all ordinances or parts of ordinances in conflict with the  
38 provisions of this Ordinance, including Ordinance No. 66492 and Ordinance No. 64106, are  
39 hereby repealed.  
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1 EXHIBIT 1

2 SECOND SUPPLEMENTAL INDENTURE OF TRUST

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ST. LOUIS MUNICIPAL FINANCE CORPORATION

AND

UMB BANK, N.A.  
TRUSTEE

SECOND SUPPLEMENTAL INDENTURE OF TRUST

DATED AS OF JANUARY 15, 2007

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

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

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

6 ARTICLE I  
7 DEFINITIONS AND RULES OF CONSTRUCTION

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

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

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

23 “Lease Purchase Agreement” means the Lease Purchase Agreement dated as of March 1,  
24 1997, between the Corporation and the City, as amended and supplemented by the First  
25 Supplemental Lease Purchase Agreement dated as of December 1, 2004, as amended and  
26 supplemented by the Second Supplemental Lease Purchase Agreement dated as of January 15,  
27 2007, and as from time to time supplemented or amended in accordance with Article XIV of the  
28 Lease Purchase Agreement and Article XII of the Indenture, provided, however that the Base  
29 Lease may not include any property subject to the terms of the Amended and Restated BJH  
30 Lease between the City and BJH approved pursuant to the terms of Ordinance \_\_\_\_\_ [B.B.  
31 #\_\_\_\_\_ ].

32 ARTICLE II  
33 MISCELLANEOUS

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

January 19, 2007

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Board Bill # 375

Sponsor: Aldermen Roddy /Young /Vollmer/Wessels /Krewson



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

5 ST. LOUIS MUNICIPAL FINANCE  
6 CORPORATION  
7 as Lessee  
8 [SEAL]

9 By: \_\_\_\_\_  
10 Name: \_\_\_\_\_  
11 Title: President

12 ATTEST:  
13  
14 \_\_\_\_\_  
15 Name: \_\_\_\_\_  
16 Title: \_\_\_\_\_

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18 STATE OF MISSOURI )  
19 ) SS.  
20 CITY OF ST. LOUIS )  
21

22 On this \_\_\_\_ day of \_\_\_\_\_, 2007, before me, the undersigned, a Notary Public,  
23 appeared \_\_\_\_\_ to me personally known, who, being by me duly sworn,  
24 did say that he/she is the President of ST. LOUIS MUNICIPAL FINANCE CORPORATION, a  
25 Missouri not-for-profit corporation, and that the seal affixed to the foregoing instrument is the  
26 corporate seal of said corporation, and said instrument was signed and sealed in behalf of said  
27 corporation by authority of its Board of Directors, and said officer acknowledged said instrument  
28 to be executed for the purposes therein stated and as the free act and deed of said corporation.  
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30 IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the  
31 day and year last above written.  
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34 \_\_\_\_\_  
35 Notary Public

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37 My Commission Expires:  
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[SEAL]

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

5 UMB BANK, N.A.  
6 as Trustee

7 [SEAL]

8 By: \_\_\_\_\_  
9 Name: \_\_\_\_\_  
10 Title: Vice President

11 ATTEST:

12 \_\_\_\_\_  
13 \_\_\_\_\_  
14 Name: \_\_\_\_\_  
15 Title: Assistant Secretary

16 STATE OF MISSOURI )  
17 )  
18 ) SS.  
19 CITY OF ST. LOUIS )  
20 )

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

29  
30 IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the  
31 day and year last above written.

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34 \_\_\_\_\_  
35 Notary Public

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37 My Commission Expires:

38 [SEAL]

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1 EXHIBIT A

2 PROPERTY DESCRIPTION

3 Existing Hudlin Park

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

6 BEGINNING at the point of intersection of the South line of Barnes-Jewish Hospital Plaza, 130  
7 feet wide, with the West line of Euclid Avenue, 130 feet wide, thence along said West line South  
8 04 degrees 27 minutes 35 seconds West 576.98 feet to the North line of Clayton Avenue, 60 feet  
9 wide, thence along said North line South 88 degrees 48 minutes 38 seconds West 484.28 feet to  
10 the East line of Kingshighway, variable width, thence along said East line the following courses  
11 and distances: thence North 50 degrees 43 minutes 46 seconds West 32.29 feet to a point of  
12 curvature to the right for which the radius point bears North 39 degrees 16 minutes 16 seconds  
13 East 560.69 feet; thence along last said curve with a chord which bears North 23 degrees 58  
14 minutes 45 seconds West 504.73 feet, an arc length of 523.54 feet to a point of non-tangency;  
15 thence North 02 degrees 38 minutes 54 seconds East 128.81 feet; thence North 47 degrees 38  
16 minutes 54 seconds East 14.14 feet to the South line of above said Barnes-Jewish Hospital Plaza;  
17 thence along last said South line South 87 degrees 20 minutes 24 seconds East 743.56 feet to the  
18 POINT OF BEGINNING and containing 410,104 square feet or 9.415 acres, more or less,  
19 according to calculations by Stock and Associates Consulting Engineers, Inc. on August 23,  
20 2006.

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EXHIBIT 2

SECOND SUPPLEMENTAL LEASE PURCHASE AGREEMENT

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SECOND SUPPLEMENTAL LEASE PURCHASE AGREEMENT

between

ST. LOUIS MUNICIPAL FINANCE CORPORATION

and

THE CITY OF ST. LOUIS, MISSOURI

DATED AS OF JANUARY 15, 2007





1 (the “First Supplemental Indenture” and collectively with the Original Indenture, the  
2 “Indenture”) pursuant to which the Series 2004 Bonds were issued;

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

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

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

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

20 ARTICLE I  
21 DEFINITIONS AND RULES OF CONSTRUCTION

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

27 ARTICLE II  
28 REPRESENTATIONS

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

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

35 (b) The execution and delivery of this Second Supplemental Lease and the  
36 consummation of the transactions herein contemplated will not conflict with or constitute a  
37 breach of or default under the Corporation’s articles of incorporation or bylaws or any bond,

1 debenture, note or other evidence of indebtedness of the Corporation, or any contract, agreement  
2 or sublease to which the Corporation is a party or by which it is bound or materially affecting its  
3 property or assets; and

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

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

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

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

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

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

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

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

34 (g) Pursuant to the Base Lease as amended to release the property subject to the  
35 Amended and Restated BJH Lease, the Corporation has been vested with a good and valid  
36 leasehold interest in the Property excluding the property subject to the Amended and Restated  
37 BJH Lease; and

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

5 ARTICLE III  
6 AMENDMENTS TO THE ORIGINAL LEASE AND FIRST SUPPLEMENT

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

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

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

31 ARTICLE IV  
32 MISCELLANEOUS

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

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





1 STATE OF MISSOURI )  
2 ) SS.  
3 CITY OF ST. LOUIS )  
4

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

11  
12 IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal  
13 in the City and State aforesaid, the day and year first above written.  
14

15  
16  
17 \_\_\_\_\_  
18 Notary Public

19 My Commission Expires:  
20

21 [SEAL]  
22  
23

24 STATE OF MISSOURI )  
25 ) SS.  
26 CITY OF ST. LOUIS )  
27

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

34  
35 IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal  
36 in the City and State aforesaid, the day and year first above written.  
37

38  
39 \_\_\_\_\_  
40 Notary Public

41 My Commission Expires:  
42

43 [SEAL]  
44

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

4 ST. LOUIS MUNICIPAL FINANCE  
5 CORPORATION  
6 as Lessee

7 [SEAL]

8 By: \_\_\_\_\_  
9 Name: \_\_\_\_\_  
10 Title: President

11 ATTEST:

12 \_\_\_\_\_  
13  
14 Name: \_\_\_\_\_  
15 Title: \_\_\_\_\_

16 STATE OF MISSOURI )  
17 )  
18 ) SS.  
19 CITY OF ST. LOUIS )  
20 )

21 On this \_\_\_\_ day of \_\_\_\_\_, 2007, before me, the undersigned, a Notary Public,  
22 appeared \_\_\_\_\_ to me personally known, who, being by me duly sworn,  
23 did say that he/she is the President of ST. LOUIS MUNICIPAL FINANCE CORPORATION, a  
24 Missouri not-for-profit corporation, and that the seal affixed to the foregoing instrument is the  
25 corporate seal of said corporation, and said instrument was signed and sealed in behalf of said  
26 corporation by authority of its Board of Directors, and said officer acknowledged said instrument  
27 to be executed for the purposes therein stated and as the free act and deed of said corporation.  
28

29 IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the  
30 day and year last above written.  
31

32  
33 \_\_\_\_\_  
34 Notary Public

35 My Commission Expires:  
36

37 [SEAL]  
38

1 SCHEDULE I

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

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

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

15 Except for the following described property:

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

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

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

21 Beginning at the Southeast corner of Lot 33 of "Catlin Tract", a City of St. Louis subdivision in  
22 City Block 5539-E, said point being also a point in the North line of Lindell Boulevard, 50 feet  
23 wide; thence South 40 degrees 22 minutes 21 seconds West 3055.40 feet to a point; thence North  
24 47 degrees 58 minutes 00 seconds West 175.01 feet to a point; thence along a curve to the left  
25 whose radius point bears South 42 degrees 01 minute 59 seconds West 24.99 feet from the last  
26 mentioned point, a distance of 39.25 feet to a point; thence South 42 degrees 03 minutes 00  
27 seconds West 33.69 feet to the actual point of beginning; thence South 42 degrees 03 minutes 00  
28 seconds West 189.87 feet to a point; thence North 48 degrees 14 minutes 20 seconds West  
29 193.84 feet to a point; thence South 41 degrees 45 minutes 40 seconds West 134.00 feet to a  
30 point; thence South 48 degrees 14 minutes 00 seconds East 193.79 feet to a point; thence South  
31 41 degrees 45 minutes 40 seconds West 126.45 feet to a point; thence along a curve to the left  
32 whose radius point bears South 48 degrees 14 minutes 18 seconds East 18.00 feet from the last  
33 mentioned point, a distance of 26.50 feet to a point; thence North 48 degrees 14 minutes 20  
34 seconds West 318.60 feet to a point; thence North 41 degrees 41 minutes 18 seconds East  
35 469.68 feet to a point; thence South 47 degrees 58 minutes 00 seconds East 303.98 feet to the  
36 actual point of beginning and containing 2.6665 acres according to calculations by Volz, Inc. on  
37 December 26, 1995.

January 19, 2007

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Sponsor: Aldermen Roddy /Young /Vollmer/Wessels /Krewson

1 TOGETHER WITH:

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

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

5 Beginning at the Southeast corner of Lot 33 of “Catlin Tract”, a City of St. Louis subdivision in  
6 City Block 5539-E, said point being also a point in the North line of Lindell Boulevard, 50 feet  
7 wide; thence South 40 degrees 22 minutes 21 seconds West 3055.40 feet to a point; thence South  
8 47 degrees 58 minutes 00 seconds East 162.34 feet to a point; thence South 45 degrees 13  
9 minutes 37 seconds East 77.12 feet to a point; thence South 44 degrees 14 minutes 41 seconds  
10 East 1.06 feet to a point; thence along a curve to the left whose radius point bears South 45  
11 degrees 45 minutes 19 seconds West 24.50 feet from the last mentioned point, a distance of  
12 40.01 feet to appoint; thence South 42 degrees 11 minutes 28 seconds West 31.37 feet to the  
13 actual point of beginning; thence South 47 degrees 58 minutes 00 seconds East 258.52 feet to a  
14 point; thence South 42 degrees 11 minutes 28 seconds West 215.00 feet to a point; thence North  
15 47 degrees 58 minutes 00 seconds West 183.19 feet to a point; thence along a curve to the right  
16 whose radius point bears North 43 degrees 07 minutes 08 seconds West 275.00 feet from the last  
17 mentioned point, a distance of 158.93 feet to a point; thence along a curve to the left whose  
18 radius point bears North 19 degrees 40 minutes 09 seconds West 250.00 feet from the last  
19 mentioned point, a distance of 128.38 feet to a point; thence North 47 degrees 46 minutes 32  
20 seconds West 12.50 feet to a point; thence North 42 degrees 13 minutes 28 seconds East 23.30  
21 feet to a point; thence North 63 degrees 11 minutes 57 seconds West 20.46 feet to a point, thence  
22 along a curve to the right whose radius point bears North 26 degrees 48 minutes 03 seconds East  
23 12.50 feet from the last mentioned point, a distance of 22.99 feet to a point; thence North 42  
24 degrees 11 minutes 28 seconds East 207.43 feet to the actual point of beginning and containing  
25 1.3335 acres according to calculations by Volz, Inc. on December 26, 1995.

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

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

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

37 BEGINNING at the point of intersection of the South line of Barnes-Jewish Hospital Plaza, 130  
38 feet wide, with the West line of Euclid Avenue, 130 feet wide, thence along said West line South  
39 04 degrees 27 minutes 35 seconds West 576.98 feet to the North line of Clayton Avenue, 60 feet  
40 wide, thence along said North line South 88 degrees 48 minutes 38 seconds West 484.28 feet to

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Sponsor: Aldermen Roddy /Young /Vollmer/Wessels /Krewson

1 the East line of Kingshighway, variable width, thence along said East line the following courses  
2 and distances: thence North 50 degrees 43 minutes 46 seconds West 32.29 feet to a point of  
3 curvature to the right for which the radius point bears North 39 degrees 16 minutes 16 seconds  
4 East 560.69 feet; thence along last said curve with a chord which bears North 23 degrees 58  
5 minutes 45 seconds West 504.73 feet, an arc length of 523.54 feet to a point of non-tangency;  
6 thence North 02 degrees 38 minutes 54 seconds East 128.81 feet; thence North 47 degrees 38  
7 minutes 54 seconds East 14.14 feet to the South line of above said Barnes-Jewish Hospital Plaza;  
8 thence along last said South line South 87 degrees 20 minutes 24 seconds East 743.56 feet to the  
9 POINT OF BEGINNING and containing 410,104 square feet or 9.415 acres, more or less,  
10 according to calculations by Stock and Associates Consulting Engineers, Inc. on August 23,  
11 2006.

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EXHIBIT 3  
FIRST SUPPLEMENTAL BASE LEASE

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FIRST SUPPLEMENTAL BASE LEASE

5

6

between

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THE CITY OF ST. LOUIS, MISSOURI

9

10

and

11

12

ST. LOUIS MUNICIPAL FINANCE CORPORATION

13

14

DATED AS OF JANUARY 15, 2007

15

16

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1 FIRST SUPPLEMENTAL BASE LEASE

2 THIS FIRST SUPPLEMENTAL BASE LEASE (the “First Supplemental Base Lease”)  
3 dated as of January 15, 2007, by and between the CITY OF ST. LOUIS, a municipal corporation  
4 and political subdivision in the State of Missouri (the “City”), and ST. LOUIS MUNICIPAL  
5 FINANCE CORPORATION, a nonprofit corporation duly organized under the Missouri  
6 Nonprofit Corporation Act (the “Corporation”) which amends the Base Lease dated as of March  
7 1, 1997 between the City and the Corporation (the “Base Lease”),

8 WITNESSETH:

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

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

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

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

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

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

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

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

January 19, 2007

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Sponsor: Aldermen Roddy /Young /Vollmer/Wessels /Krewson

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

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

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

12 ARTICLE I  
13 DEFINITIONS, RULES OF CONSTRUCTION

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

17 ARTICLE II  
18 REPRESENTATIONS

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

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

23 (b) The amendment of the Base Lease in order to release the portion of the Property  
24 subject to the Amended and Restated BJH Lease and any improvements now or hereafter  
25 constructed or located thereon, as provided in this First Supplemental Base Lease, will provide  
26 an essential service to the City and will contribute the general welfare, safety and benefits of the  
27 City and its residents and as a result thereof will serve all the aforesaid purposes and is therefore  
28 necessary, desirable and in the public interest;

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

34 (d) Neither the execution and delivery of this First Supplemental Base Lease, nor the  
35 fulfillment of or compliance with the terms and conditions hereof, nor the consummation of the  
36 transactions contemplated hereby, conflicts with or results in a breach of the terms, conditions or

1 provisions of any restriction or any agreement or instrument to which the City is now a party or  
2 by which the City is bound; and

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

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

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

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

21 ARTICLE III  
22 AMENDMENTS TO BASE LEASE

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

25 "Section 3.1. Lease of Property. The City demises and leases to the Corporation the  
26 Property currently under its control and management and the Corporation leases from the  
27 City effective March 1, 1997, such Property upon the terms and conditions herein  
28 provided, and with respect to the Property, subject to Permitted Encumbrances, for a Base  
29 Lease Term commencing as of the Dated Date and ending twenty (20) years beyond the  
30 final maturity date of the Series 1997 Bonds; provided, however, that if the Bonds have  
31 been paid in full at maturity or defeased pursuant to Article XIII of the Indenture and the  
32 City has not been required to surrender possession of the Property due to an Event of  
33 Non-Appropriation or an Event of Default under the Lease Purchase Agreement, the Base  
34 Lease will terminate upon such payment in full or defeasance; provided, further that as of  
35 January 15, 2007, Schedule I to the Base Lease, Schedule I to the Lease Purchase  
36 Agreement [, Schedule to the Indenture] and the definitions of Property for all  
37 purposes of the Indenture (as amended), the Lease Purchase Agreement and the Series  
38 2004 Bonds shall be revised as set forth in Schedule I to the First Supplemental Base  
39 Lease."

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

12 ARTICLE IV  
13 MISCELLANEOUS

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

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

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

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

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

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

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

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

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

CITY OF ST. LOUIS, MISSOURI

[SEAL]

By: \_\_\_\_\_  
Name: Francis G. Slay  
Title: Mayor

ATTEST:

\_\_\_\_\_  
Name: Parrie L. May  
Title: City Register

By: \_\_\_\_\_  
Name: Darlene Green  
Title: Comptroller

APPROVED AS TO FORM:

\_\_\_\_\_  
Name: Patricia A. Hageman  
Title: City Counselor

1 STATE OF MISSOURI )  
2 ) SS.  
3 CITY OF ST. LOUIS )  
4

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

11  
12 IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal  
13 in the City and State aforesaid, the day and year first above written.  
14

15  
16  
17 \_\_\_\_\_  
18 Notary Public

19 My Commission Expires:

20 [SEAL]  
21  
22  
23

24 STATE OF MISSOURI )  
25 ) SS.  
26 CITY OF ST. LOUIS )  
27

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

34  
35 IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal  
36 in the City and State aforesaid, the day and year first above written.  
37

38  
39  
40 \_\_\_\_\_  
41 Notary Public

42 My Commission Expires:

43 [SEAL]  
44

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

4 ST. LOUIS MUNICIPAL FINANCE  
5 CORPORATION  
6 as Lessee

7 [SEAL]

8 By: \_\_\_\_\_  
9 Name: \_\_\_\_\_  
10 Title: President

11 ATTEST:

12 \_\_\_\_\_  
13 \_\_\_\_\_  
14 Name: \_\_\_\_\_  
15 Title: \_\_\_\_\_

16 STATE OF MISSOURI )  
17 )  
18 ) SS.  
19 CITY OF ST. LOUIS )  
20 )

21 On this \_\_\_\_ day of \_\_\_\_\_, 2007, before me, the undersigned, a Notary Public,  
22 appeared \_\_\_\_\_ to me personally known, who, being by me duly sworn,  
23 did say that he/she is the President of ST. LOUIS MUNICIPAL FINANCE CORPORATION, a  
24 Missouri not-for-profit corporation, and that the seal affixed to the foregoing instrument is the  
25 corporate seal of said corporation, and said instrument was signed and sealed in behalf of said  
26 corporation by authority of its Board of Directors, and said officer acknowledged said instrument  
27 to be executed for the purposes therein stated and as the free act and deed of said corporation.  
28

29 IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the  
30 day and year last above written.  
31  
32

33 \_\_\_\_\_  
34 Notary Public  
35  
36 My Commission Expires:  
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37 [SEAL]  
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1 SCHEDULE I

2 SCHEDULE I TO FIRST SUPPLEMENTAL BASE LEASE DATED AS OF JANUARY 15,  
3 2007, BETWEEN THE CITY OF ST. LOUIS, MISSOURI AND ST. LOUIS MUNICIPAL  
4 FINANCE CORPORATION AND TO LEASE PURCHASE AGREEMENT, AS AMENDED,  
5 BETWEEN ST. LOUIS MUNICIPAL FINANCE CORPORATION AND THE CITY OF ST.  
6 LOUIS, MISSOURI, AND THE INDENTURE, AS AMENDED BETWEEN THE ST. LOUIS  
7 MUNICIPAL FINANCE CORPORATION AND UMB BANK OF ST. LOUIS, N.A.

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

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

14 Except for the following described property:

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

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

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

20 Beginning at the Southeast corner of Lot 33 of "Catlin Tract", a City of St. Louis subdivision in  
21 City Block 5539-E, said point being also a point in the North line of Lindell Boulevard, 50 feet  
22 wide; thence South 40 degrees 22 minutes 21 seconds West 3055.40 feet to a point; thence North  
23 47 degrees 58 minutes 00 seconds West 175.01 feet to a point; thence along a curve to the left  
24 whose radius point bears South 42 degrees 01 minute 59 seconds West 24.99 feet from the last  
25 mentioned point, a distance of 39.25 feet to a point; thence South 42 degrees 03 minutes 00  
26 seconds West 33.69 feet to the actual point of beginning; thence South 42 degrees 03 minutes 00  
27 seconds West 189.87 feet to a point; thence North 48 degrees 14 minutes 20 seconds West  
28 193.84 feet to a point; thence South 41 degrees 45 minutes 40 seconds West 134.00 feet to a  
29 point; thence South 48 degrees 14 minutes 00 seconds East 193.79 feet to a point; thence South  
30 41 degrees 45 minutes 40 seconds West 126.45 feet to a point; thence along a curve to the left  
31 whose radius point bears South 48 degrees 14 minutes 18 seconds East 18.00 feet from the last  
32 mentioned point, a distance of 26.50 feet to a point; thence North 48 degrees 14 minutes 20  
33 seconds West 318.60 feet to a point; thence North 41 degrees 41 minutes 18 seconds East  
34 469.68 feet to a point; thence South 47 degrees 58 minutes 00 seconds East 303.98 feet to the  
35 actual point of beginning and containing 2.6665 acres according to calculations by Volz, Inc. on  
36 December 26, 1995.

37 TOGETHER WITH:

January 19, 2007

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Board Bill # 375

Sponsor: Aldermen Roddy /Young /Vollmer/Wessels /Krewson

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

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

4 Beginning at the Southeast corner of Lot 33 of “Catlin Tract”, a City of St. Louis subdivision in  
5 City Block 5539-E, said point being also a point in the North line of Lindell Boulevard, 50 feet  
6 wide; thence South 40 degrees 22 minutes 21 seconds West 3055.40 feet to a point; thence South  
7 47 degrees 58 minutes 00 seconds East 162.34 feet to a point; thence South 45 degrees 13  
8 minutes 37 seconds East 77.12 feet to a point; thence South 44 degrees 14 minutes 41 seconds  
9 East 1.06 feet to a point; thence along a curve to the left whose radius point bears South 45  
10 degrees 45 minutes 19 seconds West 24.50 feet from the last mentioned point, a distance of  
11 40.01 feet to appoint; thence South 42 degrees 11 minutes 28 seconds West 31.37 feet to the  
12 actual point of beginning; thence South 47 degrees 58 minutes 00 seconds East 258.52 feet to a  
13 point; thence South 42 degrees 11 minutes 28 seconds West 215.00 feet to a point; thence North  
14 47 degrees 58 minutes 00 seconds West 183.19 feet to a point; thence along a curve to the right  
15 whose radius point bears North 43 degrees 07 minutes 08 seconds West 275.00 feet from the last  
16 mentioned point, a distance of 158.93 feet to a point; thence along a curve to the left whose  
17 radius point bears North 19 degrees 40 minutes 09 seconds West 250.00 feet from the last  
18 mentioned point, a distance of 128.38 feet to a point; thence North 47 degrees 46 minutes 32  
19 seconds West 12.50 feet to a point; thence North 42 degrees 13 minutes 28 seconds East 23.30  
20 feet to a point; thence North 63 degrees 11 minutes 57 seconds West 20.46 feet to a point, thence  
21 along a curve to the right whose radius point bears North 26 degrees 48 minutes 03 seconds East  
22 12.50 feet from the last mentioned point, a distance of 22.99 feet to a point; thence North 42  
23 degrees 11 minutes 28 seconds East 207.43 feet to the actual point of beginning and containing  
24 1.3335 acres according to calculations by Volz, Inc. on December 26, 1995.

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

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

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

38 BEGINNING at the point of intersection of the South line of Barnes-Jewish Hospital Plaza, 130  
39 feet wide, with the West line of Euclid Avenue, 130 feet wide, thence along said West line South  
40 04 degrees 27 minutes 35 seconds West 576.98 feet to the North line of Clayton Avenue, 60 feet

1 wide, thence along said North line South 88 degrees 48 minutes 38 seconds West 484.28 feet to  
2 the East line of Kingshighway, variable width, thence along said East line the following courses  
3 and distances: thence North 50 degrees 43 minutes 46 seconds West 32.29 feet to a point of  
4 curvature to the right for which the radius point bears North 39 degrees 16 minutes 16 seconds  
5 East 560.69 feet; thence along last said curve with a chord which bears North 23 degrees 58  
6 minutes 45 seconds West 504.73 feet, an arc length of 523.54 feet to a point of non-tangency;  
7 thence North 02 degrees 38 minutes 54 seconds East 128.81 feet; thence North 47 degrees 38  
8 minutes 54 seconds East 14.14 feet to the South line of above said Barnes-Jewish Hospital Plaza;  
9 thence along last said South line South 87 degrees 20 minutes 24 seconds East 743.56 feet to the  
10 POINT OF BEGINNING and containing 410,104 square feet or 9.415 acres, more or less,  
11 according to calculations by Stock and Associates Consulting Engineers, Inc. on August 23,  
12 2006.

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