

1    **BOARD BILL # 162**                            **INTRODUCED BY ALDERWOMAN PHYLLIS YOUNG**

2    AN ORDINANCE RECOMMENDED BY THE BOARD OF ESTIMATE AND  
3    APPORTIONMENT AUTHORIZING AND DIRECTING THE ISSUANCE AND DELIVERY  
4    OF NOT TO EXCEED \$7,100,000 PLUS ISSUANCE COSTS PRINCIPAL AMOUNT OF  
5    TAX INCREMENT REVENUE NOTES (CITY HOSPITAL RPA 2 REDEVELOPMENT  
6    PROJECT) SERIES 200\_-A/B, OF THE CITY OF ST. LOUIS, MISSOURI; PRESCRIBING  
7    THE FORM AND DETAILS OF SUCH NOTES AND THE COVENANTS AND  
8    AGREEMENTS MADE BY THE CITY TO FACILITATE AND PROTECT THE PAYMENT  
9    THEREOF; PRESCRIBING OTHER MATTERS RELATING THERETO, AND  
10   CONTAINING A SEVERABILITY CLAUSE.

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

14           **WHEREAS**, the Real Property Tax Increment Allocation Redevelopment Act, Sections  
15   99.800 through 99.865, Revised Statutes of Missouri, (the “TIF Act” or “Act”), authorizes the  
16   City to undertake redevelopment projects within designated areas of the City; and

17           **WHEREAS**, pursuant to the TIF Act, the City, by Ordinance No. 65977, adopted that  
18   certain City Hospital TIF Redevelopment Plan dated June 13, 2003, which document was  
19   subsequently amended on April 20, 2007 (as so amended, the “Original Plan”), and designated  
20   certain real property within the City of St. Louis consisting of the former City Hospital complex,  
21   as well as surrounding properties (the “Redevelopment Area”) as a “Redevelopment Area”  
22   pursuant to the TIF Act, which Redevelopment Area consisted of three separate redevelopment  
23   project areas; and

1           **WHEREAS**, staff and consultants of the City and City Hospital Development III, LLC, a  
2 Missouri limited liability company (“Phase 1 Developer”) and City Hospital Development IV, LLC,  
3 a Missouri limited liability company (“Phase 2 Developer”; Phase 1 Developer and Phase 2  
4 Developer being, collectively, the “Developer”), prepared a plan for redevelopment titled Second  
5 Amendment to City Hospital Redevelopment Plan dated March 28, 2008, as revised May 14,  
6 2008, which was subsequently revised June \_\_, 2008 amending the Original Plan (as so amended  
7 and as may be subsequently amended, the “Redevelopment Plan”), the Redevelopment Project  
8 (the “Redevelopment Project”) with respect to that certain Redevelopment Project Area 2 (“RPA  
9 2” or “Redevelopment Project Area 2”) described in the Redevelopment Plan and the  
10 Redevelopment Area; and

11           **WHEREAS**, the legal description of RPA 2 is attached hereto and incorporated herein as  
12 **Exhibit A**; and

13           **WHEREAS**, on May 16, 2008, the TIF Commission found that completion of the  
14 Redevelopment Project (as hereinafter defined) would provide a substantial and significant  
15 public benefit through the elimination of blighting conditions, the strengthening of the  
16 employment and economic base of the City, increased property values and tax revenues,  
17 stabilization of the Redevelopment Area, preservation of historic structures, facilitation of the  
18 economic stability of the City as a whole, and further found that without the assistance of tax  
19 increment financing in accordance with the TIF Act, the Redevelopment Project is not  
20 financially feasible and would not otherwise be completed; and

21           **WHEREAS**, the Redevelopment Plan provides that the Redevelopment Project shall be  
22 carried out in two phases, respectively, “Phase 1” and “Phase 2”, as therein described; and

1           **WHEREAS**, on \_\_\_\_\_, 2008, after due consideration of the TIF  
2 Commission’s recommendations and approval by the Board of Aldermen, the Mayor  
3 signed Ordinance No. \_\_\_\_ [Board Bill No. \_\_\_\_] affirming the designation of the  
4 Redevelopment Area as a “redevelopment area” as provided in the TIF Act, approving the  
5 Redevelopment Plan, approving the Redevelopment Project described in the Redevelopment  
6 Plan and adopting tax increment allocation financing within RPA 2; and (2) Ordinance No.  
7 \_\_\_\_\_ [Board Bill No. \_\_\_\_] authorizing the City to enter into redevelopment agreements  
8 with Phase 1 Developer and Phase 2 Developer; and

9           **WHEREAS**, pursuant to the Redevelopment Plan and Redevelopment Agreements (as  
10 such term is hereinafter defined), the City proposes to finance a portion of the costs of the  
11 Redevelopment Project by utilizing tax increment allocation financing in accordance with the  
12 TIF Act; and

13           **WHEREAS**, the City desires to issue, from time to time, its Tax Increment Revenue  
14 Notes (City Hospital RPA 2 Redevelopment Project – Phase 1/2), Series 200\_-A/B, (the “TIF  
15 Notes” or “Notes”), to provide funds for the aforesaid purpose, said Notes being payable solely  
16 from certain proceeds deposited into the Special Allocation Fund; and

17           **WHEREAS**, the City has determined that it is in the best interest of the City to sell the  
18 Notes from time to time at a private sale, without advertisement, to the Original Purchaser (as  
19 hereinafter) at a price equal to 100% of their face value; and

20           **WHEREAS**, it is hereby found and determined that it is necessary and advisable and in  
21 the best interest of the City and of its inhabitants that the Notes be issued and secured in the form  
22 and manner as hereinafter provided to carry out the Redevelopment Project.

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



1 which TIF Note may be issued in any denomination, subject to the limitation on the aggregate  
2 Principal Amount, subject to the limitation provided in **Section 2.1** of this Ordinance.

3 “Authorizing Ordinance” means Ordinance No. \_\_\_\_\_ [ Board Bill No. \_\_\_\_], signed  
4 by the Mayor on \_\_\_\_\_, 2008, affirming adoption of the Redevelopment Plan,  
5 Redevelopment Area, and Redevelopment Project, authorizing execution of the Redevelopment  
6 Agreements for the construction of the Redevelopment Project and making certain findings  
7 related thereto.

8 “Available Revenues” means all monies on deposit from time to time (including  
9 investment earnings thereon) in (a) the RPA 2 PILOTS Account, (b) subject to annual  
10 appropriation, the RPA 2 EATS Account that have been appropriated to the repayment of the  
11 TIF Notes, (c) the RPA 2 CID Revenues Account of the Revenue Fund, and (d) the RPA 2 TDD  
12 Revenues Account of the Revenue Fund; excluding (i) any amount paid under protest until the  
13 protest is withdrawn or resolved against the taxpayer or (ii) any sum received by the City which  
14 is the subject of a suit or other claim communicated to the City which suit or claim challenges  
15 the collection of such sum.

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

21 “Certificate of Commencement of Construction” means a document substantially in the  
22 form of Exhibit C to the Redevelopment Agreement, delivered by the Developer to the City in

1 accordance with the Redevelopment Agreement and evidencing commencement of construction  
2 of the Redevelopment Project.

3 “Certificate of Reimbursable Redevelopment Project Costs” means a document  
4 substantially in the form of Exhibit D to the Redevelopment Agreement provided by the  
5 Developer to the City in accordance with Redevelopment Agreement evidencing Reimbursable  
6 Redevelopment Project Costs incurred by the Developer.

7 “Certificate of Substantial Completion” means a document substantially in the form of  
8 Exhibit E to a Redevelopment Agreement issued by the Developer named in such  
9 Redevelopment Agreement to the City in accordance with such Redevelopment Agreement and  
10 evidencing such Developer’s satisfaction of all obligations and covenants to construct the Phase  
11 to which such Redevelopment Agreement applies in accordance with the Redevelopment Plan  
12 and such Redevelopment Agreement.

13 “CID” or “Community Improvement District” means a community improvement district  
14 under any name formed pursuant to the CID Act within RPA 2 for the purpose of levying the  
15 CID Sales Tax, created by the City and maintained pursuant to the CID Act and **Section 3.9**  
16 hereof.

17 “CID Act” means the Missouri Community Improvement District Act, Sections 67.1401  
18 – 67.1571, Revised Statutes of Missouri (2000), as amended.

19 “CID Project” means (i) remediation of blighting conditions within RPA 2, (ii) public  
20 improvements completed within the CID, or (iii) any community improvement project approved  
21 by the CID for an area benefiting RPA 2 and in accordance with the CID Act, as further set forth  
22 in the Redevelopment Agreements.

1           “CID Revenues” means all revenues actually collected, pursuant to this Agreement and  
2 the CID Act, from the imposition of the CID Sales Tax. CID Revenues shall not include (a) 1%  
3 of the gross revenues generated by the CID Sales Tax, which the State of Missouri Department  
4 of Revenue (or other collection agency) may retain for the cost of collecting the CID Sales Tax,  
5 (b) any amount paid under protest until the protest is withdrawn or resolved against the taxpayer,  
6 (c) any sum received by the CID which is the subject of a suit or other claim communicated to  
7 the CID which suit or claim challenges the collection of such sum, (d) any amounts retained by  
8 the CID to pay reasonable operating or administrative expenses, and (e) that certain fifty percent  
9 of incremental revenues generated by the CID Sales Tax within RPA 2 which is captured  
10 through the adoption of tax increment financing within RPA 2 and which are deemed statutory  
11 economic activity taxes as contemplated by the TIF Act.

12           “CID Sales Tax” means the sales and use tax levied by the CID on the receipts from the  
13 sale at retail of all eligible tangible personal property or taxable services at retail within its  
14 boundaries pursuant to the CID Act in the amount not to exceed one percent (1%), and as further  
15 discussed in **Article III** of this Agreement.

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

19           “Debt Service Fund” means the RPA 2 Debt Service Fund of the Debt Service Fund, as  
20 created in **Section 4.1** of this Ordinance.

21           “Developer” means, with respect to Phase 1, the Phase 1 Developer, and with respect to  
22 Phase 2, the Phase 2 Developer.

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

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

7           “EATs Account” means the RPA 2 EATs Account of the EATs Account of the Special  
8 Allocation Fund, and containing such funds or accounts as specified herein.

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

10          “Issuance Costs” means all costs reasonably incurred by the City in furtherance of the  
11 issuance of TIF Notes with respect to either Phase, including without limitation, the fees and  
12 expenses of financial advisors and consultants, the City’s attorneys (including issuer’s counsel,  
13 Disclosure Counsel, and Bond Counsel), the City’s administrative fees and expenses (including  
14 fees and costs of its planning consultants and the St. Louis Development Corporation),  
15 underwriters’ discounts and fees, if any, the costs of printing any TIF Notes and any official  
16 statements relating thereto, the costs of credit enhancement, if any, capitalized interest, debt  
17 service reserves and the fees of any rating agency rating any TIF Notes.

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

19          “Maturity Date” means \_\_\_\_\_, which is the date that is twenty-three (23) years  
20 after the effective date of the Approving Ordinance.

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

1           “Original Purchaser” means the Developer, a Related Entity, a Qualified Institutional  
2 Buyer or a Project Lender; provided, however, that any such Related Entity or Project Lender  
3 shall also qualify as an Approved Investor and shall be designated in writing by the Developer as  
4 the Original Purchaser.

5           “Owner” or “Registered Owner” means, when used with respect to any TIF Note, the  
6 person in whose name such TIF Note is registered.

7           “Payment Date” means, with respect to any TIF Note, each March 1 and September 1,  
8 commencing on the first March 1 or September 1 that immediately succeeds the City’s  
9 acceptance of a Certificate of Substantial Completion for the Redevelopment Project.

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

12           “Phase” means, individually or collectively, as the case may be, Phase 1 or Phase 2 of the  
13 Redevelopment Project.

14           “Phase 1” means that portion of the Redevelopment Project which is described as Phase 1  
15 thereof, as set forth in the Redevelopment Plan and the Phase 1 Redevelopment Agreement.

16           “Phase 1 Available Revenues” means those Available Revenues comprised of Phase 1  
17 Revenues.

18           “Phase 1 Developer” means City Hospital Development III, LLC, a limited liability duly  
19 organized and existing under the laws of the State of Missouri, and its permitted successors and  
20 assigns in interest.

21           “Phase 1 Property” means a portion of RPA 2, as identified and described on **Exhibit A**,  
22 attached hereto and incorporated herein by this reference.

1           “Phase 1 Redevelopment Agreement” means that certain agreement by and between the  
2 City and the Phase 1 Developer, as authorized by the Authorizing Ordinance, and as may be  
3 amended from time to time.

4           “Phase 1 Revenues” means: (1) payments in lieu of taxes (as that term is defined in  
5 Section 99.805(10) of the TIF Act) attributable to the increase in the current equalized assessed  
6 valuation of each taxable lot, block, tract, or parcel of real property located within the Phase 1  
7 Property over and above the initial equalized assessed value (as that term is used and described  
8 in Sections 99.845.1 and 99.855.1 of the TIF Act) of each such unit of property, as paid to the  
9 City Treasurer by the City Collector of Revenue during the term of the Redevelopment Plan and  
10 the Redevelopment Project, (2) subject to annual appropriation by the Board of Aldermen, fifty  
11 percent (50%) of the total additional revenues from taxes which are imposed by the City or other  
12 taxing districts (as that term is defined in Section 99.805(16) of the TIF Act) and which are  
13 generated by economic activities within the Phase 1 Property over the amount of such taxes  
14 generated by economic activities within the Phase 1 Property in the calendar year ending  
15 December 31, 2007 (subject to annual appropriation by the City as provided in the TIF Act), as  
16 defined and described in Sections 99.805(4) and 99.845 of the TIF Act, but excluding therefrom  
17 personal property taxes, taxes imposed on sales or charges for sleeping rooms paid by transient  
18 guests of hotels and motels, taxes levied pursuant to Section 70.500 of the Revised Statutes of  
19 Missouri, as amended, taxes levied for the purpose of public transportation pursuant to  
20 Section 94.660 of the Revised Statutes of Missouri, as amended, and licenses, fees or special  
21 assessments other than payments in lieu of taxes and penalties and interest thereon, all as  
22 provided in Section 99.845 of the TIF Act, (3) CID Revenues generated within the Phase 1

1 Property, and (4) TDD Revenues generated within the Phase 1 Property. Notwithstanding the  
2 foregoing, Phase 1 Revenues shall not include the operating levy for school purposes imposed by  
3 or any sales tax imposed by the Transitional School District of the City of St. Louis.

4 “Phase 1 Series A Account” means the account by that name created in **Section 4.1** of  
5 this Ordinance.

6 “Phase 1 Series A Note(s)” means the [Taxable][Tax-Exempt] Tax Increment Revenue  
7 Note (City Hospital RPA 2 Redevelopment Project – Phase 1), Series 200\_\_-A, issued pursuant  
8 to this Ordinance in an aggregate amount not to exceed \$4,320,000 plus Issuance Costs, in  
9 substantially the form set forth in **Exhibit B-1**, attached hereto and incorporated herein by  
10 reference.

11 “Phase 1 Series B Account” means the account by that name created in **Section 4.1** of  
12 this Ordinance.

13 “Phase 1 Series B Note” means the [Taxable][Tax-Exempt] Tax Increment Revenue Note  
14 (City Hospital RPA 2 Redevelopment Project – Phase 1), Series 200\_\_-B, issued pursuant to the  
15 Note Ordinance in an aggregate amount not to exceed \$4,320,000 plus Issuance Costs, less the  
16 aggregate outstanding principal amount of the Series A Notes, in substantially the form set forth  
17 in **Exhibit B-1**, attached hereto and incorporated herein by reference.

18 “Phase 1 TIF Notes” means any tax increment revenue notes issued by the City subject to  
19 the Phase 1 Redevelopment Agreement between the City and the Phase 1 Developer and this  
20 Note Ordinance, to evidence the City’s limited obligation to reimburse the Phase 1 Developer for  
21 certain costs incurred by the Phase 1 Developer on behalf of the City in accordance with the TIF  
22 Act.

1           “Phase 2” means that portion of the Redevelopment Project which is described as Phase 2  
2 thereof, as set forth in the Redevelopment Plan and the Phase 2 Redevelopment Agreement.

3           “Phase 2 Available Revenues” means those Available Revenues comprised of Phase 2  
4 Revenues.

5           “Phase 2 Developer” means City Hospital Development IV, LLC, a limited liability duly  
6 organized and existing under the laws of the State of Missouri, and its permitted successors and  
7 assigns in interest.

8           “Phase 2 Property” means a portion of RPA 2, as identified and described on **Exhibit A**,  
9 attached hereto and incorporated herein by this reference.

10           “Phase 2 Redevelopment Agreement” means that certain agreement by and between the  
11 City and the Phase 1 Developer, as authorized by the Authorizing Ordinance, and as may be  
12 amended from time to time.

13           “Phase 2 Revenues” means: (1) payments in lieu of taxes (as that term is defined in  
14 Section 99.805(10) of the TIF Act) attributable to the increase in the current equalized assessed  
15 valuation of each taxable lot, block, tract, or parcel of real property located within the Phase 2  
16 Property over and above the initial equalized assessed value (as that term is used and described  
17 in Sections 99.845.1 and 99.855.1 of the TIF Act) of each such unit of property, as paid to the  
18 City Treasurer by the City Collector of Revenue during the term of the Redevelopment Plan and  
19 the Redevelopment Project, (2) subject to annual appropriation by the Board of Aldermen, fifty  
20 percent (50%) of the total additional revenues from taxes which are imposed by the City or other  
21 taxing districts (as that term is defined in Section 99.805(16) of the TIF Act) and which are  
22 generated by economic activities within the Phase 2 Property over the amount of such taxes

1 generated by economic activities within the Phase 2 Property in the calendar year ending  
2 December 31, 2007 (subject to annual appropriation by the City as provided in the TIF Act), as  
3 defined and described in Sections 99.805(4) and 99.845 of the TIF Act, but excluding therefrom  
4 personal property taxes, taxes imposed on sales or charges for sleeping rooms paid by transient  
5 guests of hotels and motels, taxes levied pursuant to Section 70.500 of the Revised Statutes of  
6 Missouri, as amended, taxes levied for the purpose of public transportation pursuant to  
7 Section 94.660 of the Revised Statutes of Missouri, as amended, and licenses, fees or special  
8 assessments other than payments in lieu of taxes and penalties and interest thereon, all as  
9 provided in Section 99.845 of the TIF Act, (3) CID Revenues generated within the Phase 2  
10 Property, and (4) TDD Revenues generated within the Phase 1 Property. Notwithstanding the  
11 foregoing, Phase 2 Revenues shall not include the operating levy for school purposes imposed by  
12 or any sales tax imposed by the Transitional School District of the City of St. Louis.

13 “Phase 2 Series A Account” means the account by that name created in **Section 4.1** of  
14 this Ordinance.

15 “Phase 2 Series A Note(s)” means the [Taxable][Tax-Exempt] Tax Increment Revenue  
16 Note (City Hospital RPA 2 Redevelopment Project – Phase 2), Series 200\_\_-A, issued pursuant  
17 to this Ordinance in an aggregate amount not to exceed \$2,780,000 plus Issuance Costs, in  
18 substantially the form set forth in **Exhibit B-2**, attached hereto and incorporated herein by  
19 reference.

20 “Phase 2 Series B Account” means the account by that name created in **Section 4.1** of  
21 this Ordinance.

22 “Phase 2 Series B Note” means the [Taxable][Tax-Exempt] Tax Increment Revenue Note  
23 (City Hospital RPA 2 Redevelopment Project – Phase 2), Series 200\_\_-B, issued pursuant to the

1 Note Ordinance in an aggregate amount not to exceed \$2,780,000 plus Issuance Costs, less the  
2 aggregate outstanding principal amount of the Phase 2 Series A Notes, in substantially the form  
3 set forth in **Exhibit B-2**, attached hereto and incorporated herein by reference.

4 “Phase 2 TIF Notes” means any tax increment revenue notes issued by the City subject to  
5 the Phase 2 Redevelopment Agreement between the City and the Phase 2 Developer and this  
6 Note Ordinance, to evidence the City’s limited obligation to reimburse the Phase 2 Developer for  
7 certain costs incurred by the Phase 2 Developer on behalf of the City in accordance with the TIF  
8 Act.

9 “PILOTs Account” means the RPA 2 PILOTs Account of the PILOTs Account of the  
10 Special Allocation Fund, and containing such further accounts or funds as herein specified.

11 “Project Fund” means the RPA 2 Project Fund of the Project Fund, created in **Section 4.1**  
12 of this Ordinance.

13 “Project Lender” means a commercial bank, savings bank, savings and loan association,  
14 credit union or other financial institution that has loaned funds to either Developer to be used for  
15 construction of either Phase the Redevelopment Project and has secured such loan with a  
16 mortgage or security interest in such Phase of the Redevelopment Project.

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

19 “Redevelopment Agreements” means collectively or individually, as the case may be, the  
20 Phase 1 Redevelopment Agreement and the Phase 2 Redevelopment Agreement.

21 “Redevelopment Area” means the real property legally described and set forth on **Exhibit**  
22 **A**, attached hereto and incorporated herein by reference.

1           “Redevelopment Plan” shall have the meaning set forth in the recitals hereto, as such plan  
2 may from time to time be amended in accordance with the TIF Act.

3           “Redevelopment Project” or “City Hospital RPA 2 Redevelopment Project” or  
4 “Redevelopment Project 2” means the redevelopment project for RPA 2 as identified by the  
5 Redevelopment Plan and Redevelopment Agreements.

6           “Register” or “Note Register” means the books for registration, transfer and exchange of  
7 the TIF Notes kept at the office of the Finance Officer.

8           “Reimbursable Redevelopment Project Costs” means those Redevelopment Project Costs  
9 for which the Developer is eligible for reimbursement in accordance with the TIF Act and in  
10 accordance with the Redevelopment Agreement.

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

14           “Revenue Fund” means the fund by that name created in **Section 4.1** of this Ordinance.

15           “RPA 2” or “Redevelopment Project Area 2” means that certain RPA 2 identified by the  
16 Redevelopment Plan, as described on **Exhibit A** attached hereto and incorporated herein by this  
17 reference.

18           “RPA 2 Phase 1 Debt Service Reserve Fund” means the fund by the name created in  
19 **Section 4.1** of this Ordinance.

20           “RPA 2 Phase 1 Debt Service Reserve Fund Requirement” means that amount as  
21 reasonably determined by the underwriter or placement agent for the TIF Notes with the  
22 reasonable concurrence of the City’s Financial Advisor with respect to the Phase 1 Notes.

1           “RPA 2 Phase 2 Debt Service Reserve Fund” means the fund by the name created in  
2 **Section 4.1** of this Ordinance.

3           “RPA 2 Phase 2 Debt Service Reserve Fund Requirement” means that amount as  
4 reasonably determined by the underwriter or placement agent for the TIF Notes with the  
5 reasonable concurrence of the City’s Financial Advisor with respect to the Phase 2 Notes.

6           “Special Allocation Fund” means the City of St. Louis, Missouri, City Hospital Special  
7 Allocation Fund created pursuant to the Redevelopment Plan and including the accounts for the  
8 Redevelopment Project into which Phase 1 Revenues and Phase 2 Revenues are from time to  
9 time deposited in accordance with the TIF Act and this Ordinance, including a PILOTS Account  
10 and an EATS Account.

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

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

15           “TDD” or “Transportation Development District” means a transportation development  
16 district under any name formed pursuant to the TDD Act within the Phase 1 Property (which  
17 TDD may also include the Phase 2 Property) for the purpose of levying the TDD Sales Tax,  
18 created by the Circuit Court of the City of St. Louis and maintained pursuant to the TDD Act and  
19 **Article III** hereof.

20           “TDD Act” means the Missouri Transportation Development District Act, Sections  
21 238.200 to 238.275, Revised Statutes of Missouri (2000), as amended.

1           “TDD Project” means any transportation project approved by the TDD for an area  
2 benefiting RPA 2 and in accordance with the TDD Act and constituting a portion of the Work.

3           “TDD Revenues” means all revenues actually collected, pursuant to this Agreement and  
4 the TDD Act, from the imposition of the TDD Sales Tax. TDD Revenues shall not include (a)  
5 any portion of the gross revenues generated by the TDD Sales Tax, which any collection agency  
6 may retain for the cost of collecting the TDD Sales Tax, (b) any amount paid under protest until  
7 the protest is withdrawn or resolved against the taxpayer, (c) any sum received by the TDD  
8 which is the subject of a suit or other claim communicated to the TDD which suit or claim  
9 challenges the collection of such sum, (d) any amounts retained by the TDD to pay reasonable  
10 operating or administrative expenses, and (e) that certain fifty percent of incremental revenues  
11 generated by the TDD Sales Tax within RPA 2 which is captured through the adoption of tax  
12 increment financing within RPA 2 and which are deemed statutory economic activity taxes as  
13 contemplated by the TIF Act.

14           “TDD Sales Tax” means the sales and use tax levied by the TDD on the receipts from the  
15 sale at retail of all eligible tangible personal property or taxable services at retail within its  
16 boundaries pursuant to the TDD Act in the amount not to exceed one percent (1%), and as  
17 further discussed in **Article III** of this Agreement.

18           “TIF Notes” or “Notes” means, individually or collectively, as the case may be, the Phase  
19 1 TIF Notes and the Phase 2 TIF Notes..

20           **Section 1.2** Rules of Construction. For all purposes of this Ordinance, except as  
21 otherwise expressly provided or unless the context otherwise requires:

22           Words of masculine gender shall be deemed and construed to include correlative words  
23 of the feminine and neuter genders.

1 Words importing the singular number shall include the plural and vice versa and words  
2 importing person shall include firms, associations and limited liability companies, including  
3 public bodies. The headings and captions herein are not a part of this document.

4 Terms used in an accounting context and not otherwise defined shall have the meaning  
5 ascribed to them by generally accepted principles of accounting.

6 Whenever an item or items are listed after the word “including,” such listing is not  
7 intended to be an exhaustive listing that excludes items not listed.

## 8 ARTICLE II

### 9 AUTHORIZATION OF TIF NOTES

10 **Section 2.1 Authorization of TIF Notes.** There are hereby authorized and directed to  
11 be issued by the City to the Original Purchaser one or more series of the Phase 1 TIF Notes in an  
12 aggregate principal amount not to exceed \$4,320,000 plus Issuance Costs, and one or more series  
13 of the Phase 2 TIF Notes in an aggregate principal amount not to exceed \$2,780,000 plus  
14 Issuance Costs. The Phase 1 TIF Notes shall be in substantially the form of **Exhibit B-1**, and the  
15 Phase 2 TIF Notes shall be in substantially the form of **Exhibit B-2**, attached hereto and  
16 incorporated herein by reference.

#### 17 **Section 2.2 Description of TIF Notes.**

##### 18 (a) Title of TIF Notes.

19 (i) There shall be issued one series of one or more Phase 1 Series A TIF  
20 Notes in an aggregate principal amount not to exceed \$4,320,000 plus Issuance Costs  
21 authorized hereunder and one series of one or more Phase 1 Series B TIF Notes in an  
22 aggregate principal amount not to exceed \$4,320,000 plus Issuance Costs less the  
23 aggregate principal amount of Phase 1 Series A TIF Notes. The Phase 1 Series A TIF

1 Notes shall be designated “[Taxable]/[Tax-Exempt] Tax Increment Revenue Notes (City  
2 Hospital RPA 2 Redevelopment Project- Phase 1), Series 200\_-A”. The Phase 1 Series B  
3 TIF Notes shall be designated “[Taxable]/[Tax-Exempt] Tax Increment Revenue Notes  
4 (City Hospital RPA 2 Redevelopment Project – Phase 1), Series 200\_-B”. The TIF Notes  
5 may have such further appropriate particular designation added to or incorporated in such  
6 title for the TIF Notes of any particular series as the City may determine.

7 (ii) There shall be issued one series of one or more Phase 2 Series A  
8 TIF Notes in an aggregate principal amount not to exceed \$2,780,000 plus Issuance Costs  
9 authorized hereunder and one series of one or more Phase 2 Series B TIF Notes in an  
10 aggregate principal amount not to exceed \$2,780,000 plus Issuance Costs less the  
11 aggregate principal amount of Phase 2 Series A TIF Notes. The Phase 2 Series A TIF  
12 Notes shall be designated “[Taxable]/[Tax-Exempt] Tax Increment Revenue Notes (City  
13 Hospital RPA 2 Redevelopment Project- Phase 2), Series 200\_-A”. The Phase 2 Series B  
14 TIF Notes shall be designated “[Taxable]/[Tax-Exempt] Tax Increment Revenue Notes  
15 (City Hospital RPA 2 Redevelopment Project – Phase 2), Series 200\_-B”. The TIF Notes  
16 may have such further appropriate particular designation added to or incorporated in such  
17 title for the TIF Notes of any particular series as the City may determine.

18 (b) Form of TIF Notes. The TIF Notes shall be substantially in the form set  
19 forth in **Exhibit B-1** and **Exhibit B-2**, attached hereto and incorporated herein by reference, with  
20 such appropriate variations, omissions and insertions as are permitted or required by this  
21 Ordinance, and may have endorsed thereon such legends or text as may be necessary or  
22 appropriate to conform to any applicable rules and regulations of any governmental authority or  
23 any usage or requirement of law with respect thereto.

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

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

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

1 (f) Dating. The TIF Notes shall be dated as provided in **Section 2.7**, as  
2 evidenced by the Finance Officer's signature on Schedule A to each TIF Note.

3 (g) Evidence of Principal Payments. The payment of principal of the TIF  
4 Notes on each Payment Date shall be noted on the TIF Notes on **Schedule A** thereto. The  
5 original **Schedule A** to the TIF Note shall be held by the Finance Officer in trust, unless  
6 otherwise directed in writing by the Owners thereof. If such **Schedule A** is held by the Finance  
7 Officer, the Finance Officer shall, on each Payment Date, send a revised copy of Schedule A via  
8 facsimile to the Owner. Absent manifest error, the amounts shown on Schedule A held by the  
9 Finance Officer shall be conclusive evidence of the principal amount paid on the TIF Notes.

10 (h) Sale of TIF Notes. When TIF Notes have been executed and authenticated  
11 as required by this Ordinance, the Finance Officer shall hold the TIF Notes in trust or, if directed  
12 in writing by the Owners thereof, deliver the TIF Notes to or upon the order of the Owners  
13 thereof, as provided in paragraph (g) above, but only upon payment to the City of a purchase  
14 price equal to one hundred percent (100%) of the face amount of the TIF Notes, which payment  
15 shall be deemed to have occurred under the circumstances described in **Section 4.5** of this  
16 Ordinance.

17 **Section 2.3 Finance Officer to Serve as Paying Agent and Registrar**. The Finance  
18 Officer or the authorized representative thereof is hereby designated as the paying agent for the  
19 payment of principal of and interest on the TIF Notes and the bond registrar with respect to the  
20 registration, transfer and exchange of the TIF Notes and for allocating and holding funds as  
21 provided herein.

22 **Section 2.4 Security for TIF Notes**. The Phase 1 Series A TIF Notes shall be equally  
23 and ratably secured by Phase 1 Available Revenues. The Phase 1 Series B TIF Notes shall be

1 equally and ratably secured by the Phase 1 Available Revenues on a subordinate basis to the  
2 Phase 1 Series A Notes. The Phase 2 Series A TIF Notes shall be equally and ratably secured by  
3 Phase 2 Available Revenues. The Phase 2 Series B TIF Notes shall be equally and ratably  
4 secured by the Phase 2 Available Revenues on a subordinate basis to the Phase 2 Series A Notes.  
5 The TIF Notes shall be special, limited obligations of the City payable solely from and secured  
6 as to the payment of principal and interest by a pledge of the Available Revenues. The taxing  
7 power of the City is not pledged to the payment of the TIF Notes either as to principal or interest.  
8 The TIF Notes shall not be or constitute a general obligation of the City, nor shall they constitute  
9 an indebtedness of the City within the meaning of any constitutional, statutory or charter  
10 provision, limitation or restriction. TIF Notes for each Phase may be issued in two series, with  
11 one series subordinate to TIF Notes of the other series for that Phase issued hereunder (the  
12 “Subordinate Notes”), such that no payment of principal or interest on any such Subordinate  
13 Notes may be made while any TIF Notes are outstanding. THE OBLIGATIONS OF THE CITY  
14 WITH RESPECT TO THE TIF NOTES SHALL TERMINATE ON THE FIRST TO OCCUR  
15 OF THE FULL PAYMENT AND DISCHARGE OF THE TIF NOTES OR THE MATURITY  
16 DATE (WHETHER OR NOT THE PRINCIPAL AMOUNT OR INTEREST HAS BEEN PAID  
17 IN FULL).

18 **Section 2.5 Method and Place of Payment of TIF Notes.** The principal of and  
19 interest on the TIF Notes shall be payable in any coin or currency which, on the respective dates  
20 of payment thereof, is legal tender for the payment of debts due the United States of America.  
21 Payment shall be made by the Finance Officer as provided in this Note Ordinance and as set  
22 forth in **Exhibit B**. Principal and interest shall be payable by check or draft at the office of the

1 Finance Officer or by wire transfer to the person in whose name such TIF Note is registered on  
2 the Register on each Payment Date.

3 **Section 2.6 Registration, Transfer and Assignment.** So long as the TIF Notes  
4 remain outstanding, the City shall cause to be kept at the office of the Finance Officer books for  
5 the registration, transfer and exchange of the TIF Notes as herein provided. The TIF Notes when  
6 issued shall be registered in the name of the Original Purchaser thereof on the Register.

7 The TIF Notes and beneficial interest therein may only be purchased by an Original  
8 Purchaser and transferred or assigned to the Developer, a Related Entity, a Qualified Institutional  
9 Buyer or Project Lender upon the execution by each proposed purchaser, transferee or assignee  
10 of a letter in substantially the form of **Exhibit C**, attached hereto and incorporated herein by  
11 reference, stating that such Original Purchaser, transferee or assignee (i) is an Approved Investor  
12 and (ii) has sufficient knowledge and experience in business and financial matters in general, and  
13 investments such as the TIF Notes in particular, to enable the Original Purchaser, transferee or  
14 assignee to evaluate the risks involved in an investment in the TIF Notes. The TIF Notes may be  
15 transferred and exchanged only upon the records of the City. Upon surrender of a TIF Note to the  
16 Finance Officer, the Finance Officer shall transfer or exchange the TIF Notes for a new TIF Note  
17 or TIF Notes, which shall be (i) in the form of fully registered Notes without coupons in  
18 minimum denominations of One Thousand Dollars (\$1,000), except with respect to the TIF  
19 Notes issued upon acceptance by the City of the final Certificate of Reimbursable  
20 Redevelopment Project Costs, which TIF Notes may be issued in any denomination, subject to  
21 the limitation on the aggregate principal amount, and (ii) of the same Maturity Date and in the  
22 same aggregate principal amount outstanding as the TIF Note which was presented for transfer  
23 or exchange. The TIF Notes presented for transfer or exchange shall be accompanied by a

1 written instrument or instruments of transfer or authorization for exchange, in a form and with  
2 guarantee of signature satisfactory to the Finance Officer, duly executed by the Owner thereof or  
3 by the Owner's duly authorized agent. Upon any transfer, exchange or assignment as provided  
4 in this Section, the transferor shall reimburse the City for all of the reasonable out-of-pocket  
5 costs incurred by the City in connection with the administration of such transfer, exchange or  
6 assignment.

7 **Section 2.7 Execution, Authentication and Delivery of the TIF Notes.** Each of the  
8 TIF Notes, including any TIF Notes issued in exchange or as substitution for the TIF Notes  
9 initially delivered, shall be signed by the manual or facsimile signature of the Mayor and the  
10 Finance Officer of the City, attested by the manual or facsimile signature of the City Register,  
11 and shall have the official seal of the City affixed thereto or imprinted thereon. If any officer  
12 whose signature appears on any TIF Note ceases to be such officer before the delivery of such  
13 TIF Note, such signature shall nevertheless be valid and sufficient for all purposes, the same as if  
14 such person had remained in office until delivery. Any TIF Note may be signed by such persons  
15 who at the actual time of the execution of such TIF Note are the proper officers to sign such TIF  
16 Note although at the date of such TIF Note such persons may not have been such officers.

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

20 The TIF Notes shall have endorsed thereon a certificate of authentication substantially in  
21 the form set forth in **Schedule A** of each TIF Note, which shall be manually executed by an  
22 authorized signatory of the Finance Officer, but it shall not be necessary that the same signatory  
23 sign the certificate of authentication on all of the TIF Notes that may be issued hereunder at any

1 one time. No TIF Note shall be entitled to any security or benefit under this Ordinance or be  
2 valid or obligatory for any purpose until the certificate of authentication has been duly executed  
3 by the Finance Officer. Such executed certificate of authentication upon any TIF Note shall be  
4 conclusive evidence that such TIF Note has been duly authenticated and delivered under this  
5 Ordinance.

6 The TIF Notes for each Phase shall be initially executed and authenticated by the City  
7 upon the last to occur of the following: (i) acceptance or deemed acceptance of the Certificate of  
8 Substantial Completion with respect to such Phase; (ii) approval of a Certificate of Reimbursable  
9 Redevelopment Project Costs with respect to such Phase; (iii) receipt of an opinion of Bond  
10 Counsel regarding the taxable nature of the TIF Notes; (iv) the full payment of all advances  
11 required to be paid under Section 2.2 of the Redevelopment Agreement with respect to such  
12 Phase; and (v) receipt of such other documentation as the City shall reasonably require of the  
13 Developer for such Phase and any Original Purchaser, in order for the City to obtain an opinion  
14 of Bond Counsel as required by this Section 5.1 of the Redevelopment Agreement for such  
15 Phase.

16 Upon the Developer's satisfaction of the foregoing conditions and upon approval of each  
17 Certificate of Reimbursable Redevelopment Project Costs, the Finance Officer shall either: (i) at  
18 the request of the City upon instructions of the Developer, endorse an outstanding TIF Note on  
19 Schedule A thereto to evidence an increase in the aggregate principal amount equal to such  
20 Reimbursable Redevelopment Project Costs, or (ii) at the request of the City upon instructions of  
21 the Developer issue a new TIF Note in a principal amount equal to such Reimbursable  
22 Redevelopment Project Costs, or any combination thereof. Each date of endorsement of each  
23 such TIF Note shall be the date of acceptance by the City of each Certificate of Reimbursable

1 Redevelopment Project Costs except that the initial endorsement of each TIF Note shall be dated  
2 the Issuance Date of such TIF Note. Thereupon, pursuant to Section 2.2(h), the TIF Notes shall  
3 either be held or delivered to or upon the order of the party submitting the Certificate of  
4 Reimbursable Redevelopment Project Costs relating to such TIF Notes. Upon acceptance by the  
5 City of such a Certificate of Reimbursable Redevelopment Project Costs in accordance with a  
6 Redevelopment Agreement and upon execution and authentication of the TIF Notes as required  
7 by this Ordinance, the Developer shall be deemed to have advanced funds to the City in an  
8 amount equal to the purchase price of the TIF Notes, which shall be one hundred percent (100%)  
9 of the face amount of the TIF Notes, and, upon the issuance of an endorsement of the TIF Notes  
10 as provided in the preceding paragraph, the City shall be deemed to have reimbursed the  
11 Developer in full for such Reimbursable Redevelopment Project Costs with respect to such  
12 Phase.

13 **Section 2.8 Mutilated, Lost and Stolen TIF Notes.** If any mutilated TIF Note is  
14 surrendered to the Finance Officer or the Finance Officer receives evidence to his/her  
15 satisfaction of the destruction, loss or theft of any TIF Note and there is delivered to the Finance  
16 Officer such security or indemnity as may be required by it to save the City and the Finance  
17 Officer harmless, then, in the absence of notice to the Finance Officer that such TIF Note has  
18 been acquired by a bona fide purchaser, the City shall execute and the Finance Officer shall  
19 register and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen TIF  
20 Note, a new TIF Note with the same Maturity Date and of like tenor and principal amount. Upon  
21 the issuance of any new TIF Note under this Section, the City and the Finance Officer may  
22 require the payment by the Owner of a sum sufficient to cover any tax or other governmental  
23 charge that may be imposed in relation thereto and any other expenses connected therewith. If

1 any such mutilated, destroyed, lost or stolen TIF Note has become or is about to become due and  
2 payable, the Finance Officer may, in its discretion, pay such TIF Note instead of issuing a new  
3 TIF Note.

4 **Section 2.9 Cancellation, Discharge and Abatement of TIF Notes.** All TIF Notes  
5 that have been paid or redeemed or that otherwise have been surrendered to the Finance Officer,  
6 either at or before the Maturity Date, shall be canceled and destroyed by the Finance Officer in  
7 accordance with existing security regulations upon the payment or redemption of such TIF Note  
8 and the surrender thereof to the Finance Officer. The Finance Officer shall execute a certificate  
9 in duplicate describing the TIF Notes so cancelled and destroyed, and shall file an executed  
10 counterpart of such certificate with the City.

11 **NOTWITHSTANDING ANY PROVISION HEREIN TO THE CONTRARY, THE**  
12 **TIF NOTES ARE SUBJECT TO CANCELLATION AND DISCHARGE BY THE CITY**  
13 **IN WHOLE OR IN PART WITHOUT PENALTY UNDER THE CONDITIONS SET**  
14 **FORTH IN THE REDEVELOPMENT AGREEMENT.**

15 **ARTICLE III**

16 **REDEMPTION AND PAYMENT OF PRINCIPAL AND INTEREST**

17 **Section 3.1 Optional Redemption.** The TIF Notes are subject to optional redemption  
18 by the City in whole at any time or in part on any Payment Date at a redemption price of 100%  
19 of the principal amount of the TIF Note to be redeemed, plus accrued interest thereon to the date  
20 fixed for redemption. The TIF Notes shall be called by the City for optional redemption  
21 pursuant to this Section without the necessity of any action by the City other than as provided in  
22 **Section 4.3** of this Ordinance. If only a partial redemption is to occur, then each TIF Note from  
23 within a Series shall be redeemed in the order of maturity designated by the City, and within any

1 maturity the TIF Notes shall be redeemed in Authorized Denominations by the City in such  
2 manner as it may determine. In the event of an optional redemption of the Notes, unless waived  
3 by any Registered Owner of Notes to be redeemed, official notice of any redemption shall be  
4 given by the Finance Officer on behalf of the City by mailing a copy of an official redemption  
5 notice by first class mail, postage prepaid, at least thirty (30) days (five days if all of the Notes  
6 are owned by the Developer) and not more than sixty (60) days prior to the date fixed for  
7 redemption, to each Registered Owner of the Notes to be redeemed at the address shown on the  
8 Note Register.

9 All official notices of optional redemption shall be dated and shall contain the following  
10 information: (a) the redemption date; (b) the redemption price; (c) if less than all outstanding  
11 Notes are to be redeemed, the identification number and maturity date(s) (and, in the case of  
12 partial redemption of any Notes, the respective principal amounts) of the Notes to be redeemed;  
13 (d) a statement that on the redemption date the redemption price will become due and payable  
14 upon each Note or portion thereof called for redemption and that interest thereon shall cease to  
15 accrue from and after the redemption date; and (e) the place where such Notes are to be  
16 surrendered for payment of the redemption price, which shall be the office of the Finance  
17 Officer. The failure of any Registered Owner to receive notice given as heretofore provided or  
18 an immaterial defect therein shall not invalidate any redemption.

19 **Section 3.2 Special Mandatory Redemption.** All TIF Notes are subject to special  
20 mandatory redemption by the City on each Payment Date, at a redemption price equal to 100%  
21 of the principal amount being redeemed, together with accrued interest thereon to the date fixed  
22 for redemption, which amount of principal being redeemed shall be an amount equal to Phase 1  
23 Available Revenues (with respect to Phase 1 TIF Notes) or Phase 2 Available Revenues (with

1 respect to Phase 2 TIF Notes) then on deposit in the applicable account of the Special Allocation  
2 Fund and which will not be required for the payment of interest on such Payment Date.

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

10 **Section 3.3 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 it 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 3.4 Notice and Effect of Call for Redemption.** In the event of any optional  
20 or special mandatory redemption of the Notes, unless waived by any Registered Owner of Notes  
21 to be redeemed, official notice of any redemption shall be given by the Finance Officer on behalf  
22 of the City by mailing a copy of an official redemption notice by first class mail to each  
23 Registered Owner of the Notes to be redeemed at the address shown on the Note Register.

1 All official notices of redemption shall be dated and shall contain the following  
2 information:

3 (a) the redemption date;

4 (b) the redemption price;

5 (c) if less than all outstanding Notes are to be redeemed, the identification  
6 (and, in the case of partial redemption of any Notes, the respective principal amounts) of the  
7 Notes to be redeemed;

8 (d) a statement that on the redemption date the redemption price will become  
9 due and payable upon each Note or portion thereof called for redemption and that interest  
10 thereon shall cease to accrue from and after the redemption date; and

11 (e) the place where such Notes are to be surrendered for payment of the  
12 redemption price, which shall be the office of the Finance Officer.

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

17 **ARTICLE IV**

18  
19 **FUNDS AND REVENUES**

20 **Section 4.1 Creation of Funds and Accounts.** There are hereby created or ratified  
21 and ordered to be established in the treasury of the City the Special Allocation Fund into which  
22 all TIF Revenues shall be deposited, and within it the following separate funds and accounts:

1 (a) PILOTS Account, and within it, (i) an RPA 2 PILOTS Account, and  
2 within it, (A) an RPA Phase 1 PILOTS Account and (B) an RPA 2 Phase 2 PILOTS Account;

3 (b) an EATS Account, and within it, an RPA 2 EATs Account, and within it,  
4 an (i) RPA Phase 1 EATs Account and (ii) an RPA 2 Phase 2 EATs Account ;

5 (c) a Revenue Fund and, within it,

6 (i) an RPA 2 PILOTS Fund, and within that:

7 (A) an RPA 2 Phase 1 PILOTS Fund; and

8 (B) an RPA 2 Phase 2 PILOTS Fund; and

9 (ii) an RPA 2 EATS Fund, and within that:

10 (A) an RPA 2 Phase 1 EATs Fund; and

11 (B) an RPA 2 Phase 2 EATs Fund; and

12 (iii) an RPA 2 CID Revenues Account, and within that:

13 (A) an RPA 2 Phase 1 CID Revenues Account; and

14 (B) an RPA 2 Phase 2 CID Revenues Account; and

15 (iv) an RPA 2 TDD Revenues Account, and within that:

16 (A) an RPA 2 Phase 1 TDD Revenues Account; and

17 (B) an RPA 2 Phase 2 TDD Revenues Account;

18 into which all Available Revenues shall be deposited;

19 (d) a Debt Service Fund, and, within it, an RPA 2 Debt Service Fund, and  
20 within it:

21 (i) an RPA 2 Phase 1 Debt Service Fund, and within it:

- 1 (A) an RPA 2 Phase 1 Series A Account; and
- 2 (B) an RPA 2 Phase 1 Series B Account; and
- 3 (ii) an RPA 2 Phase 2 Debt Service Fund, and within it:
  - 4 (A) an RPA 2 Phase 2 Series A Account; and
  - 5 (B) an RPA 2 Phase 2 Series B Account; and
- 6 (e) an RPA 2 Phase 1 Debt Service Reserve Fund, if established on the
- 7 Issuance Date; and
- 8 (f) an RPA 2 Phase 2 Debt Service Reserve Fund, if established on the
- 9 Issuance Date; and
- 10 (f) a Project Fund.

11 **Section 4.2 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 4.3 Revenue Fund.**

- 17 (a) On or before the date that is five (5) days prior to each Payment Date
- 18 while the TIF Notes remain outstanding, the City shall transfer and deposit:
  - 19 (i) Those Phase 1 Available Revenues attributable to PILOTs into the
  - 20 RPA 2 Phase 1 PILOTs Fund of the RPA 2 PILOTs Fund of the Revenue
  - 21 Fund; and

- 1 (ii) Those Phase 1 Available Revenues attributable to EATs into the  
2 RPA 2 Phase 1 EATs Fund of the RPA 2 EATs Fund of the Revenue  
3 Fund; and
- 4 (iii) Those Phase 1 Available Revenues attributable to CID Revenues  
5 into the RPA 2 Phase 1 CID Revenues Account of the RPA 2 CID  
6 Revenues Account; and
- 7 (iv) Those Phase 1 Available Revenues attributable to TDD Revenues  
8 into the RPA 2 Phase 1 TDD Revenues Account of the RPA 2 TDD  
9 Revenues Account; and
- 10 (iv) Those Phase 2 Available Revenues attributable to PILOTs into the  
11 RPA 2 Phase 2 PILOTs Fund of the RPA 2 PILOTs Fund of the Revenue  
12 Fund; and
- 13 (v) Those Phase 2 Available Revenues attributable to EATs into the  
14 RPA 2 Phase 2 EATs Fund of the RPA 2 EATs Fund of the Revenue  
15 Fund; and
- 16 (vi) Those Phase 2 Available Revenues attributable to CID Revenues  
17 into the RPA 2 Phase 2 CID Revenues Account of the RPA 2 CID  
18 Revenues Account; and
- 19 (iv) Those Phase 2 Available Revenues attributable to TDD Revenues  
20 into the RPA 2 Phase 2 TDD Revenues Account of the RPA 2 TDD  
21 Revenues Account.

1           (b)     Phase 1 Available Revenues in the Revenue Fund (and Phase 2 Available  
2 Revenues, if no Phase 2 TIF Notes are outstanding) shall be applied, first from the RPA 2 EATs  
3 Fund, second from the RPA 2 PILOTs Fund, third from the RPA 2 CID Revenues Account and  
4 fourth from the RPA 2 TDD Revenues Account for the purposes and in the amounts as follows:

5           *First*, First, to payment of arbitrage rebate, if any, owed with respect to the Phase 1 TIF  
6 Notes under Section 148 of the Internal Revenue Code of 1986, as amended, including any costs  
7 of calculating arbitrage rebate;

8           *Second*, to the Finance Officer of the City and the St. Louis Development Corporation  
9 (which monies shall be paid one half to the Finance Officer and one half to the St. Louis  
10 Development Corporation), 0.2% of the Phase 1 TIF Notes outstanding on each Payment Date,  
11 plus any accumulated deficiency from previous years, plus an amount sufficient to pay all or any  
12 portion of the fees and expenses incurred by the City pursuant to Section 7.15 of the Phase 1  
13 Redevelopment Agreement that have not otherwise been reimbursed to the City through the  
14 issuance of TIF Notes;

15           *Third*, to RPA 2 Phase 1 Series A Account of the Debt Service Fund, an amount  
16 sufficient to pay all or any portion of the past due interest owing as a result of prior deficiencies  
17 of moneys to pay interest due on any Phase 1 Series A TIF Notes on each Payment Date;

18           *Fourth*, to the RPA 2 Phase 1 Series A Account of the Debt Service Fund, an amount  
19 sufficient to pay all or any portion of the accrued interest becoming due and payable on any  
20 Phase 1 Series A TIF Notes on each Payment Date;

21           *Fifth*, to the RPA 2 Phase 1 Series A Account of the Debt Service Fund, an amount  
22 sufficient to pay the interest on the Phase 1 Series A TIF Notes on the next succeeding Payment  
23 Date;

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

5           *Seventh*, to the RPA 2 Phase 1 Series A Account of the Debt Service Fund, an amount  
6 sufficient to pay the principal of any Phase 1 Series A TIF Notes that are subject to redemption  
7 pursuant to the Note Ordinance on each Payment Date;

8           *Eighth*, if no Phase 1 Series A Notes are outstanding, to the RPA 2 Phase 1 Series B  
9 Account of the Debt Service Fund, an amount sufficient to pay all or any portion of the past due  
10 interest owing as a result of prior deficiencies of moneys to pay interest due on the Phase 1  
11 Series B Note on each Payment Date;

12           *Ninth*, if no Phase 1 Series A Notes are outstanding, to the RPA 2 Phase 1 Series B  
13 Account of the Debt Service Fund, an amount sufficient to pay all or any portion of the accrued  
14 interest becoming due and payable on any Phase 1 Series B Note on each Payment Date;

15           *Tenth*, if no Phase 1 Series A Notes are outstanding, to the RPA 2 Phase 1 Series B  
16 Account of the Debt Service Fund, an amount sufficient to pay the interest on the Phase 1 Series  
17 B Notes on the next succeeding Payment Date;

18           *Eleventh*, if no Phase 1 Series A Notes are outstanding, to the RPA 2 Phase 1 Series B  
19 Account of the Debt Service Fund, an amount sufficient to pay the principal of any Phase 1  
20 Series B Note that is subject to redemption pursuant to this Note Ordinance on each Payment  
21 Date; and

22           *Twelfth*, if no Phase 1 TIF Notes are outstanding, all Phase 1 Available Revenues shall be  
23 transferred to the corresponding account within the Revenue Fund for Phase 2, and shall be used

1 to pay principal and interest on Phase 2 TIF Notes in the same manner as Phase 2 Available  
2 Revenues as set forth herein.

3 *Thirteenth*, all other remaining money in the RPA 2 Phase 1 PILOTs Fund, the RPA 2  
4 Phase 1 EATs Fund, the RPA 2 Phase 1 CID Revenues Account and the RPA 2 Phase 1 TDD  
5 Revenues Account of the Revenue Fund of the Special Allocation Fund shall annually be  
6 declared as surplus and distributed in the manner provided in the TIF Act, as applicable.

7 (c) Phase 2 Available Revenues in the Revenue Fund (and Phase 1 Available  
8 Revenues if no Phase 1 TIF Notes are then outstanding) shall be applied, first from the RPA 2  
9 EATs Fund, second from the RPA 2 PILOTs Fund, third from the RPA 2 CID Revenues  
10 Account and fourth from the RPA 2 TDD Revenues Account for the purposes and in the amounts  
11 as follows:

12 *First*, First, to payment of arbitrage rebate, if any, owed with respect to the Phase 2 TIF  
13 Notes under Section 148 of the Internal Revenue Code of 1986, as amended, including any costs  
14 of calculating arbitrage rebate;

15 *Second*, to the Finance Officer of the City and the St. Louis Development Corporation  
16 (which monies shall be paid one half to the Finance Officer and one half to the St. Louis  
17 Development Corporation), 0.2% of the Phase 2 TIF Notes outstanding on each Payment Date,  
18 plus any accumulated deficiency from previous years, plus an amount sufficient to pay all or any  
19 portion of the fees and expenses incurred by the City pursuant to Section 7.15 of the Phase 2  
20 Redevelopment Agreement that have not otherwise been reimbursed to the City through the  
21 issuance of TIF Notes;

1           *Third*, to RPA 2 Phase 2 Series A Account of the Debt Service Fund, an amount  
2 sufficient to pay all or any portion of the past due interest owing as a result of prior deficiencies  
3 of moneys to pay interest due on any Phase 2 Series A TIF Notes on each Payment Date;

4           *Fourth*, to the RPA 2 Phase 2 Series A Account of the Debt Service Fund, an amount  
5 sufficient to pay all or any portion of the accrued interest becoming due and payable on any  
6 Phase 2 Series A TIF Notes on each Payment Date;

7           *Fifth*, to the RPA 2 Phase 2 Series A Account of the Debt Service Fund, an amount  
8 sufficient to pay the interest on the Phase 2 Series A TIF Notes on the next succeeding Payment  
9 Date;

10           *Sixth*, for transfer to the RPA 2 Phase 2 Debt Service Reserve Fund, if established, such  
11 amount as may be required to restore any deficiency in the RPA 2 Phase 2 Debt Service Reserve  
12 Fund if the amount on deposit in the RPA 2 Phase 2 Debt Service Reserve Fund is less than the  
13 RPA 2 Phase 2 Debt Service Reserve Requirement;

14           *Seventh*, to the RPA 2 Phase 2 Series A Account of the Debt Service Fund, an amount  
15 sufficient to pay the principal of any Phase 2 Series A TIF Notes that are subject to redemption  
16 pursuant to the Note Ordinance on each Payment Date;

17           *Eighth*, if no Phase 2 Series A Notes are outstanding, to the RPA 2 Phase 2 Series B  
18 Account of the Debt Service Fund, an amount sufficient to pay all or any portion of the past due  
19 interest owing as a result of prior deficiencies of moneys to pay interest due on the Phase 2  
20 Series B Note on each Payment Date;

21           *Ninth*, if no Phase 2 Series A Notes are outstanding, to the RPA 2 Phase 2 Series B  
22 Account of the Debt Service Fund, an amount sufficient to pay all or any portion of the accrued  
23 interest becoming due and payable on any Phase 2 Series B Note on each Payment Date;

1           *Tenth*, if no Phase 2 Series A Notes are outstanding, to the RPA 2 Phase 2 Series B  
2 Account of the Debt Service Fund, an amount sufficient to pay the interest on the Phase 2 Series  
3 B Notes on the next succeeding Payment Date;

4           *Eleventh*, if no Phase 2 Series A Notes are outstanding, to the RPA 2 Phase 2 Series B  
5 Account of the Debt Service Fund, an amount sufficient to pay the principal of any Phase 2  
6 Series B Note that is subject to redemption pursuant to this Note Ordinance on each Payment  
7 Date; and

8           *Twelfth*, if no Phase 2 TIF Notes are outstanding, all Phase 2 Available Revenues shall be  
9 transferred to the corresponding account within the Revenue Fund for Phase 1, and shall be used  
10 to pay principal and interest on Phase 1 TIF Notes in the same manner as Phase 1 Available  
11 Revenues as set forth herein.

12           *Thirteenth*, all other remaining money in the RPA 2 Phase 2 PILOTs Fund, the RPA 2  
13 Phase 2 EATs Fund, the RPA 2 Phase 2 CID Revenues Account and the RPA 2 Phase 2 TDD  
14 Revenues Account of the Revenue Fund of the Special Allocation Fund shall annually be  
15 declared as surplus and distributed in the manner provided in the TIF Act, as applicable.

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

19           (d)     Upon the payment in full of the principal of and interest on all TIF Notes  
20 (or provision has been made for the payment thereof as specified in the Note Ordinance),  
21 payment in full of the fees and expenses of the Finance Officer and the St. Louis Development  
22 Corporation, and payment in full of any other amounts required to be paid under this Ordinance,

1 all amounts remaining on deposit in the Revenue Fund shall be declared as surplus and  
2 distributed in the manner provided in the Act.

3 **Section 4.4 Debt Service Fund.**

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

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

12 (c) After payment in full of the principal of and interest on the TIF Notes (or  
13 provision has been made for the payment thereof as specified in this Ordinance), payment of the  
14 fees and expenses of the Finance Officer, and payment of any other amounts required to be paid  
15 under this Ordinance, all amounts remaining in the Debt Service Fund shall be declared as  
16 surplus and distributed in the manner provided in the Act.

17 **Section 4.5 Project Fund.** Upon acceptance by the City of a Certificate of  
18 Reimbursable Redevelopment Project Costs and the issuance or endorsement of a TIF Note  
19 pursuant to **Section 2.7** of this Ordinance, the Developer shall be deemed to have advanced  
20 funds necessary to purchase such TIF Note and the City shall be deemed to have deposited such  
21 funds in the Project Fund and shall be deemed to have reimbursed the Developer or paid for in  
22 full for such costs from the amounts deemed to be on deposit in the Project Fund.

1           **Section 4.6 Debt Service Reserve Fund.** Except as herein otherwise provided, funds  
2 on deposit in the RPA 2 Phase 1 Debt Service Reserve Fund shall be used and applied by the  
3 Finance Officer solely to prevent a default in the event moneys on deposit in the RPA 2 Phase 1  
4 Debt Service Fund shall be insufficient to pay the principal of and interest on the Phase 1 Series  
5 A Notes as the same become due, and funds on deposit in the RPA 2 Phase 2 Debt Service  
6 Reserve Fund shall be used and applied by the Finance Officer solely to prevent a default in the  
7 event moneys on deposit in the RPA 2 Phase 2 Debt Service Fund shall be insufficient to pay the  
8 principal of and interest on the Phase 2 Series A Notes as the same become due. The Finance  
9 Officer may disburse and expend moneys from the RPA 2 Phase 1 Debt Service Reserve Fund  
10 and RPA 2 Phase 2 Debt Service Reserve Fund whether or not the amount therein equals the  
11 RPA 2 Phase 1 Debt Service Reserve Fund Requirement or RPA 2 Phase 2 Debt Service Reserve  
12 Requirement, as applicable. Moneys on deposit in the RPA 2 Phase 1 Debt Service Reserve  
13 Fund and RPA 2 Phase 2 Debt Service Reserve Fund may be used to pay Phase 1 Series A Notes  
14 or Phase 2 Series A Notes, respectively, called for redemption or to purchase such Notes in the  
15 open market, prior to the Maturity Date, provided all Notes at the time outstanding are called for  
16 redemption or purchased and sufficient funds are available therefore. Moneys on deposit in the  
17 RPA 2 Phase 1 Debt Service Reserve Fund or RPA 2 Phase 1 Debt Service Reserve Fund shall  
18 be used to pay and retire the Phase 1 Series A Notes or Phase 2 Series A Notes, respectively, last  
19 becoming due, unless such Notes and all interest thereon are otherwise paid.

20           So long as the sum on deposit in the RPA 2 Phase 1 Debt Service Reserve Fund or RPA 2  
21 Phase 2 Debt Service Fund shall aggregate an amount equal to the RPA 2 Phase 1 Debt Service  
22 Reserve Fund Requirement or RPA 2 Phase 2 Debt Service Reserve Fund Requirement,  
23 investment earnings on funds on deposit in the such fund shall be deposited into the RPA 2

1 Phase 1 Series A Account or RPA 2 Phase 2 Series A Account, respectively of the Debt Service  
2 Fund; provided, however, that if no Phase 1 Series A Notes or Phase 2 Series B Notes, as  
3 applicable are then outstanding, such investment earnings shall be deposited into the  
4 corresponding Series B Account for such Phase of the Debt Service Fund. If the sum on deposit  
5 in the RPA 2 Phase 1 Debt Service Reserve Fund or RPA 2 Phase 2 Debt Service Reserve Fund  
6 shall be less than the RPA 2 Phase 1 Debt Service Reserve Fund Requirement or RPA 2 Phase 2  
7 Debt Service Reserve Fund Requirement, respectively, investment earnings on funds in such  
8 fund shall remain therein and be applied to reducing such deficiency.

9         So long as the sum on deposit in the RPA 2 Phase 1 Debt Service Reserve Fund or RPA 2  
10 Phase 2 Debt Service Reserve Fund shall aggregate an amount equal to the RPA 2 Phase 1 Debt  
11 Service Reserve Fund Requirement or RPA 2 Phase 2 Debt Service Reserve Fund Requirement,  
12 respectively, on each Payment Date, no further deposits to said fund shall be required.  
13 Investments and moneys in the RPA 2 Phase 1 Debt Service Reserve Fund or RPA 2 Phase 2  
14 Debt Service Reserve Fund shall be valued at the market value thereof, exclusive of accrued  
15 interest, by the Finance Officer on and the amount on deposit therein determined accordingly.

16         After payment in full of the principal of, premium, if any, and interest on the Notes (or  
17 provision has been made for the payment thereof as specified in the Ordinance), the fees, charges  
18 and expenses of the Finance Officer and any Paying Agent and any other amounts required to be  
19 paid under the Ordinance or any other instrument entered into with respect to the Notes, all  
20 amounts remaining in the RPA 2 Debt Service Reserve Fund shall be paid to the City.

21         **Section 4.7 Nonpresentment of Notes.** If any TIF Note is not presented for payment  
22 when the principal thereof becomes due at stated maturity or prior redemption date, if funds  
23 sufficient to pay such TIF Note have been made available to the Finance Officer, all liability of

1 the City to the Registered Owner thereof for the payment of such TIF Note shall forthwith cease,  
2 determine and be completely discharged, and thereupon it shall be the duty of the Finance  
3 Officer to hold such funds, without liability for interest thereon, for the benefit of the Registered  
4 Owner of such TIF Note, who shall thereafter be restricted exclusively to such funds for any  
5 claim of whatever nature on his part under this Ordinance or on, or with respect to, said TIF  
6 Note. If any TIF Note is not presented for payment within five (5) years following the date when  
7 such TIF Note becomes due at maturity, the Finance Officer shall repay to the City the funds  
8 theretofore held by it for payment of such TIF Note, and such TIF Note shall, subject to the  
9 defense of any applicable statute of limitation, thereafter be an unsecured obligation of the City,  
10 and the Registered Owner thereof shall be entitled to look only to the City for payment, and then  
11 only to the extent of the amount so repaid to it by the Finance Officer, and the City shall not be  
12 liable for any interest thereon and shall not be regarded as a Finance Officer of such money.

## 13 **ARTICLE V**

### 14 **REMEDIES**

15  
16 **Section 5.1 Remedies.** The provisions of this Ordinance, including the covenants and  
17 agreements herein contained, shall constitute a contract between the City and the Owner. The  
18 Owner shall have the right:

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

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

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

5           **Section 5.2   Limitation on Rights of Owner.** The Owner secured hereby shall not  
6 have any right in any manner whatever by its action to affect, disturb or prejudice the security  
7 granted and provided for herein, or to enforce any right hereunder, except in the manner herein  
8 provided.

9           **Section 5.3   Remedies Cumulative.** No remedy conferred herein upon the Owner is  
10 intended to be exclusive of any other remedy, but each such remedy shall be cumulative and in  
11 addition to every other remedy and may be exercised without exhausting and without regard to  
12 any other remedy conferred herein. No waiver of any default or breach of duty or contract by the  
13 Owner shall extend to or affect any subsequent default or breach of duty or contract or shall  
14 impair any rights or remedies thereon. No delay or omission of the Owner to exercise any right  
15 or power accruing upon any default shall impair any such right or power or shall be construed to  
16 be a waiver of any such default or acquiescence therein. Every substantive right and every  
17 remedy conferred upon the Owner by this Ordinance may be enforced and exercised from time  
18 to time and as often as may be deemed expedient. If any suit, action or proceedings taken by the  
19 Owner on account of any default or to enforce any right or exercise any remedy has been  
20 discontinued or abandoned for any reason, or has been determined adversely to the Owner, then,  
21 and in every such case, the City and the Owner shall be restored to their former positions and  
22 rights hereunder, respectively, and all rights, remedies, powers and duties of the Owner shall  
23 continue as if no such suit, action or other proceedings had been brought or taken.

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**ARTICLE VI**

**DEPOSIT AND INVESTMENT OF MONEYS**

**Section 6.1 Deposits of Moneys.** All moneys deposited with or paid to the Finance Officer for the account of the various funds established under this Ordinance shall be held by the Finance Officer in trust and shall be applied only in accordance with this Ordinance. The Finance Officer shall not be under any liability for interest on any moneys received hereunder except as otherwise provided herein.

**Section 6.2 Investment of Moneys.** Moneys held in any fund or account referred to in this Ordinance shall be invested by the City as set forth in Section 95.530 Revised Statutes of Missouri of Missouri, as amended. All earnings on any investments held in any fund shall accrue to and become a part of such fund or account, except the RPA 2 Phase 1 Debt Service Reserve Fund and RPA 2 Phase 2 Debt Service Reserve Fund, as provided in Section 4.6 herein.

**ARTICLE VII**

**MISCELLANEOUS PROVISIONS**

**Section 7.1 Covenant to Request Appropriations.** The City agrees that it shall comply with its Charter, Article XVI, Section 3 for each fiscal year that the TIF Notes are outstanding and the City official(s) shall request an appropriation of all moneys on deposit in the Special Allocation Fund for transfer to the Finance Officer for deposit at the times and in the manner provided in **Section 4.3** of this Ordinance.

**Section 7.2 Tax Matters.** Neither the City nor the Developer shall use or permit the use of any proceeds of the Tax Exempt TIF Note to acquire any securities or obligations, and

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

15 **Section 7.3 Payments Due on Saturdays, Sundays and Holidays.** In any case where  
16 the Payment Date is a Saturday, a Sunday or a legal holiday or other day that is not a business  
17 day, then payment of principal or interest need not be made on such date but may be made on the  
18 next succeeding business day with the same force and effect as if made on the Payment Date, and  
19 no interest shall accrue for the period after such date.

20 **Section 7.4 Notices, Consents and Other Instruments.** Any notice, consent, request,  
21 direction, approval, objection or other instrument required by this Ordinance to be signed and  
22 executed by the Owner of the TIF Notes may be in any number of concurrent writings of similar  
23 tenor and may be signed or executed by such Owner in person or by agent appointed in writing.

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

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

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

12 **Section 7.5 Execution of Documents; Further Authority.** The City is hereby  
13 authorized to enter into and the Mayor and the Finance Officer of the City are hereby authorized  
14 and directed to execute and deliver, for and on behalf of and as the act and deed of the City, the  
15 TIF Notes and such other documents, certificates and instruments as may be necessary or  
16 desirable to carry out and comply with the intent of this Ordinance. The officers of the City,  
17 including without limitation the Mayor, the Finance Officer and the Register, are hereby  
18 authorized and directed to execute, and the City Register is hereby authorized and directed where  
19 appropriate to attest, all certificates, documents or other instruments, and take such actions as  
20 they may deem necessary or advisable in order to carry out and perform the purposes of this  
21 Ordinance and to make ministerial alterations, changes or additions in the foregoing agreements,  
22 statements, instrument and other documents herein approved, authorized and confirmed which

1 they determine to be in the City's best interest, and the execution or taking of such action shall  
2 be conclusive evidence of such determination.

3 **Section 7.6 Severability.** If any section or other part of this Ordinance, whether large  
4 or small, is for any reason held invalid, the invalidity thereof shall not affect the validity of the  
5 other provisions of this Ordinance.

6 **Section 7.7 Governing Law.** This Ordinance shall be governed exclusively by and  
7 constructed in accordance with the applicable internal laws of the State of Missouri.

8 **Section 7.8 Private Sale.** The Board of Aldermen of the City hereby declares that it is  
9 in the City's best interest to sell the TIF Notes at private sale because a public sale of the TIF  
10 Notes would cause additional expense to the City and because the condition of the current  
11 financial markets makes such a public sale not feasible or the best course of action for the City.

12 **Section 7.9 Termination.** After adoption of this Ordinance by the Board of  
13 Aldermen, this Ordinance shall become effective on the 30<sup>th</sup> day after its approval by the Mayor  
14 or adoption over his veto; provided that if, within ninety (90) days after the effective date of the  
15 Authorizing Ordinance, the Phase 1 Developer has not (i) executed the Redevelopment  
16 Agreement pertaining to Phase 1 of the Redevelopment Project and (ii) paid all fees due to the  
17 City in accordance with the terms of the Phase 1 Redevelopment Agreement, the provisions of  
18 this Ordinance shall be deemed null and void and of no effect and all rights conferred by this  
19 Ordinance on Developer, shall terminate, provided further, however, that prior to any such  
20 termination the Developer may seek an extension of time in which to execute the Phase 1  
21 Redevelopment Agreement, which extension may be granted in the sole discretion of the Board  
22 of Estimate and Apportionment of the City of St. Louis.

**EXHIBIT A**  
**Legal Description of City Hospital RPA 2**

**Redevelopment Project Area 2:**

Phase 1 Property:

Phase 2 Property:

**EXHIBIT B-1  
Form of Phase 1 Note**

**THIS TIF NOTE OR ANY PORTION HEREOF MAY BE TRANSFERRED, ASSIGNED OR NEGOTIATED ONLY TO THE “DEVELOPER,” A “RELATED ENTITY” A “QUALIFIED INSTITUTIONAL BUYER” OR “PROJECT LENDER,” AS DEFINED IN THE NOTE ORDINANCE, AND IN ACCORDANCE WITH THE PROVISIONS HEREOF.**

**UNITED STATES OF AMERICA  
STATE OF MISSOURI**

**Registered**

**Registered**

**No. R-\_\_**

**Not to Exceed \$4,320,000  
plus Issuance Costs  
(See Schedule A attached)**

**CITY OF ST. LOUIS, MISSOURI**

**[TAXABLE][TAX-EXEMPT] TAX INCREMENT REVENUE NOTE  
(CITY HOSPITAL RPA 2 REDEVELOPMENT PROJECT – PHASE 1)  
SERIES 200\_\_-A/B**

Rate of Interest:                      Maturity Date:                      Dated Date:                      CUSIP Number:  
[\_\_%]    \_\_\_\_\_    \_\_\_\_\_,    None

**REGISTERED 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 Registered 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

City Hospital Development III, LLC (the “Phase 1 Developer”), dated as of \_\_\_\_\_, 2008, as amended (the “Phase 1 Redevelopment Agreement”), until all principal and interest accruing pursuant to this Phase 1 TIF Note is paid in full except as otherwise provided herein. The Phase 1 TIF Notes shall bear 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. \_\_\_\_\_ signed by the Mayor on \_\_\_\_\_, 2008 (the “Note Ordinance”) or the Phase 1 Redevelopment Agreement.

**THE OBLIGATIONS OF THE CITY WITH RESPECT TO THIS TIF NOTE TERMINATE \_\_\_\_\_, WHICH IS TWENTY-THREE YEARS FROM THE EFFECTIVE DATE OF THE ORDINANCE APPROVING THE REDEVELOPMENT PROJECT (AS DEFINED IN THE NOTE ORDINANCE), 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 Phase 1 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 Phase 1 TIF Note is registered at the maturity or redemption date hereof, upon presentation and surrender of this Phase 1 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 Phase 1 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 Phase 1 TIF Note shall be payable by check or draft or by wire transfer to the person in whose name this Phase 1 TIF Note is registered at the office of the Finance Officer to the Registered Owner on the Register on each Payment Date. Except as otherwise provided in Section 2.8 of the Note Ordinance with respect to mutilated, destroyed, lost or stolen TIF Notes, no principal on the Phase 1 TIF Notes is payable unless the Registered Owner thereof has surrendered such Phase 1 TIF Notes at the office of the Finance Officer.

This Phase 1 TIF Note is one of an authorized series of fully registered TIF Notes of the City designated “City of St. Louis, Missouri, [Taxable][Tax-Exempt] Tax Increment Revenue Notes (City Hospital RPA 2 Redevelopment Project – Phase 1), Series 200\_\_-A/B,” issued in an aggregate principal amount of not to exceed \$4,320,000 plus Issuance Costs (the “Phase 1 TIF Notes”). The Phase 1 TIF Notes are being issued for the purpose of paying a portion of the Redevelopment Project Costs in connection with that certain Phase 1 of the Redevelopment Project under 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 Note Ordinance also contemplates that the City may issue certain notes designated “City of St. Louis, Missouri, [Taxable][Tax-Exempt] Tax Increment Revenue Notes (City Hospital RPA 2 Redevelopment Project – Phase 2), Series 200\_\_-A/B,” issued in an aggregate principal amount of not to exceed \$2,780,000 plus Issuance Costs (the “Phase 2 TIF Notes”); the Phase 1 TIF Notes and Phase 2

TIF Notes being collectively, the “TIF Notes” or “Notes”) pursuant to the Note Ordinance to pay a portion of Redevelopment Project Costs in connection with the Redevelopment Project and Redevelopment Plan.

The Phase 1 TIF Notes and the interest thereon are and 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 RPA 2 PILOTS Account, (b) subject to annual appropriation, the RPA 2 EATS Account that have been appropriated to the repayment of the TIF Notes, (c) the RPA 2 CID Revenues Account of the Revenue Fund, and (d) the RPA 2 TDD Revenues Account of the Revenue Fund; 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 RPA 2 PILOTS Account of the Special Allocation Fund are those payments in lieu of taxes (“PILOTS”), as defined in Sections 99.805(10) and 99.845 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 RPA 2 (as described in Exhibit A to the Note Ordinance) and any applicable penalty and interest over and above the initial equalized assessed value (as provided for by Section 99.855 of the Act) of such unit of property in RPA 2, as allocated and paid to the City’s Treasurer by the City’s Collector of Revenue who shall deposit such PILOTS into the Special Allocation Fund while tax increment financing remains in effect.

The monies on deposit in the RPA 2 EATs Account of the Special Allocation Fund are those amounts, subject to annual appropriation by the Board of Aldermen, equal to fifty percent (50%) of the total additional revenues from taxes, penalties and interest which are imposed by the City or other taxing districts (as that term is defined in Section 99.805(16) of the Act) and which are generated by economic activities within RPA 2 over the amount of such taxes generated by economic activities within RPA 2 in the calendar year ending December 31, 2007 (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 99.845.3 of the Act, as may be amended from time to time. Notwithstanding the foregoing, EATs shall not include the operating levy for school purposes imposed by or any sales tax imposed by the Transitional School District of the City of St. Louis.

The monies on deposit in the RPA 2 CID Revenues Account of the Revenue Fund of the Special Allocation Fund are all revenues actually collected, pursuant to this Agreement and the CID Act, from the imposition of the CID Sales Tax. CID Revenues shall not include (a) 1% of the gross revenues generated by the CID Sales Tax, which the State of Missouri Department of Revenue (or other collection agency) may retain for the cost of collecting the CID Sales Tax, (b)

any amount paid under protest until the protest is withdrawn or resolved against the taxpayer, (c) any sum received by the CID which is the subject of a suit or other claim communicated to the CID which suit or claim challenges the collection of such sum, (d) any amounts retained by the CID to pay reasonable operating or administrative expenses, and (e) that certain fifty percent of incremental revenues generated by the CID Sales Tax within RPA 2 which is captured through the adoption of tax increment financing within RPA 2 and which are deemed statutory economic activity taxes as contemplated by the TIF Act.

The monies on deposit in the RPA 2 TDD Revenues Account of the Revenue Fund of the Special Allocation Fund are "TDD Revenues" means all revenues actually collected, pursuant to this Agreement and the TDD Act, from the imposition of the TDD Sales Tax. TDD Revenues shall not include (a) any portion of the gross revenues generated by the TDD Sales Tax, which any collection agency may retain for the cost of collecting the TDD Sales Tax, (b) any amount paid under protest until the protest is withdrawn or resolved against the taxpayer, (c) any sum received by the TDD which is the subject of a suit or other claim communicated to the TDD which suit or claim challenges the collection of such sum, (d) any amounts retained by the TDD to pay reasonable operating or administrative expenses, and (e) that certain fifty percent of incremental revenues generated by the TDD Sales Tax within RPA 2 which is captured through the adoption of tax increment financing within RPA 2 and which are deemed statutory economic activity taxes as contemplated by the TIF Act.

The Phase 1 Series A TIF Notes shall be equally and ratably secured by Phase 1 Available Revenues, and, if no Phase 2 TIF Notes are outstanding, by Phase 2 Available Revenues. The Phase 1 Series B TIF Notes shall be equally and ratably secured by the Phase 1 Available Revenues, and, if no Phase 2 TIF Notes are outstanding, by Phase 2 Available Revenues, on a subordinate basis to the Phase 1 Series A Notes. The Phase 1 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 Phase 1 TIF Notes either as to principal or interest. The Phase 1 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 PHASE 1 TIF NOTES SHALL TERMINATE ON THE FIRST TO OCCUR OF THE FULL PAYMENT AND DISCHARGE OF THE PHASE 1 TIF NOTES OR THE MATURITY DATE (WHETHER OR NOT THE PRINCIPAL AMOUNT OR INTEREST HAS BEEN PAID IN FULL).

Phase 1 Available Revenues in the Revenue Fund (and any Phase 2 Available Revenues in the Revenue Fund, if no Phase 2 TIF Notes are then outstanding) shall be applied, first from the RPA 2 EATs Fund, second from the RPA 2 PILOTs Fund, third from the RPA 2 CID Revenues Account and fourth from the RPA 2 TDD Revenues Account for the purposes and in the amounts as follows:

*First*, First, to payment of arbitrage rebate, if any, owed with respect to the Phase 1 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 monies shall be paid one half to the Finance Officer and one half to the St. Louis Development Corporation), 0.2% of the Phase 1 TIF Notes outstanding on each Payment Date, plus any accumulated deficiency from previous years, plus an amount sufficient to pay all or any portion of the fees and expenses incurred by the City pursuant to Section 7.15 of the Phase 1 Redevelopment Agreement that have not otherwise been reimbursed to the City through the issuance of TIF Notes;

*Third*, to RPA 2 Phase 1 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 any Phase 1 Series A TIF Notes on each Payment Date;

*Fourth*, to the RPA 2 Phase 1 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 Phase 1 Series A TIF Notes on each Payment Date

*Fifth*, to the RPA 2 Phase 1 Series A Account of the Debt Service Fund, an amount sufficient to pay the interest on the Phase 1 Series A TIF Notes on the next succeeding Payment Date;

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

*Seventh*, to the RPA 2 Phase 1 Series A Account of the Debt Service Fund, an amount sufficient to pay the principal of any Phase 1 Series A TIF Notes that are subject to redemption pursuant to the Note Ordinance on each Payment Date;

*Eighth*, if no Phase 1 Series A Notes are outstanding, to the RPA 2 Phase 1 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 Phase 1 Series B Note on each Payment Date;

*Ninth*, if no Phase 1 Series A Notes are outstanding, to the RPA 2 Phase 1 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 Phase 1 Series B Note on each Payment Date;

*Tenth*, if no Phase 1 Series A Notes are outstanding, to the RPA 2 Phase 1 Series B Account of the Debt Service Fund, an amount sufficient to pay the interest on the Phase 1 Series B Notes on the next succeeding Payment Date;

*Eleventh*, if no Phase 1 Series A Notes are outstanding, to the RPA 2 Phase 1 Series B Account of the Debt Service Fund, an amount sufficient to pay the principal of any Phase 1 Series B Note that is subject to redemption pursuant to this Note Ordinance on each Payment Date; and

*Twelfth*, if no Phase 1 TIF Notes are outstanding, all Phase 1 Available Revenues shall be transferred to the corresponding account within the Revenue Fund for Phase 2, and shall be used to pay principal and interest on Phase 2 TIF Notes in the same manner as Phase 2 Available Revenues as set forth in the note Ordinance.

*Thirteenth*, all other remaining money in the RPA 2 Phase 1 PILOTs Fund, the RPA 2 Phase 1 EATs Fund, the RPA 2 Phase 1 CID Revenues Account and the RPA 2 Phase 1 TDD Revenues Account of the Revenue Fund of the Special Allocation Fund shall annually be declared as surplus and distributed in the manner provided in the TIF Act, as applicable.

Upon the payment in full of the principal of and interest on the Phase 1 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 the Note Ordinance, all amounts remaining on deposit in RPA 2 Phase 2 Debt Service Fund, the RPA 2 Phase 1 PILOTs Fund, the RPA 2 Phase 1 EATs Fund, the RPA 2 Phase 1 CID Revenues Account and the RPA 2 Phase 1 TDD Revenues Account shall be declared as surplus and distributed in the manner provided in the Act.

The City covenants that it shall comply with the Charter of the City of St. Louis, Article XVI, Section 3 for each fiscal year that TIF Notes are outstanding and the City official(s) shall request an appropriation of all Available Revenues on deposit in the Special Allocation Fund for application to the payment of the principal of (including, but not limited to, payment of a premium, if any) and interest on the TIF Notes.

**NOTWITHSTANDING ANY PROVISION HEREIN OR IN THE NOTE ORDINANCE TO THE CONTRARY, THE PHASE 1 TIF NOTES ARE SUBJECT TO CANCELLATION AND DISCHARGE BY THE CITY IN WHOLE OR IN PART WITHOUT PENALTY UNDER THE CONDITIONS SET FORTH IN SECTION 7.8 OF THE REDEVELOPMENT AGREEMENT.**

The Phase 1 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 Phase 1 TIF Note to be redeemed, plus accrued interest thereon to the date fixed for redemption.

The Phase 1 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 Phase 1 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 Phase 1 TIF Notes or portions of Phase 1 TIF 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 Phase 1 TIF Notes or portion of Phase 1 TIF Notes shall cease to bear interest. Upon surrender of such Phase 1 TIF Notes for redemption in accordance with such notice, the redemption price of such Phase 1 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 Phase 1 TIF Note, there shall be prepared for the Registered Owner a new Phase 1 TIF Note or Phase 1 TIF Notes of the same maturity in the amount of the unpaid principal as provided herein. All Phase 1 TIF Notes that have been redeemed shall be cancelled and destroyed by the Finance Officer as provided herein and shall not be reissued.

Phase 1 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 Phase 1 TIF Notes are to be redeemed and paid prior to maturity, such Phase 1 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 Phase 1 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 Phase 1 TIF Notes issued upon acceptance by the City of the final Certificate of Reimbursable Redevelopment Project Costs, which Phase 1 TIF Notes may be issued in any denomination, subject to the limitation on the aggregate Principal Amount.

This Phase 1 TIF Note may be transferred or exchanged as provided in the Note Ordinance only upon the Register, upon surrender of this Phase 1 TIF Note together with a written instrument of transfer satisfactory to the Finance Officer duly executed by the Registered Owner or the Registered 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 PHASE 1 TIF NOTE SHALL BE LIMITED TO PURCHASE, TRANSFER, ASSIGNMENT OR NEGOTIATION TO THE DEVELOPER, A RELATED ENTITY A QUALIFIED INSTITUTIONAL BUYER OR PROJECT LENDER, AS SUCH TERMS ARE DEFINED IN THE NOTE ORDINANCE, 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" is defined in the Note Ordinance, and includes, among others, (a) the Developer or a Related Entity, (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 company 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 Phase 1 TIF Note for a new Phase 1 TIF Note of the same maturity and in the same principal amount as the outstanding principal amount of the Phase 1 TIF Note that was presented for transfer or exchange. Any Phase 1 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 Registered Owner thereof or by the Registered Owner's duly authorized agent.

This Phase 1 TIF Note shall not be valid or binding on the City or be entitled to any security or benefit under the Note Ordinance 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 Phase 1 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 Phase 1 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 Phase 1 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: \_\_\_\_\_.

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NOTICE: The signature to this assignment must correspond with the name of the Registered 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).

**SCHEDULE A**

**CERTIFICATE OF AUTHENTICATION**

This Phase 1 TIF Note is one of the Series 200\_-A/B TIF Notes described in the within-mentioned Note Ordinance.

<u>Date</u> <sup>(1)</sup>	<u>Additions to Principal Amount</u> <sup>(2)</sup>	<u>Principal Amount Paid</u>	<u>Outstanding Principal Amount</u>	<u>Authorized Signatory of Finance Officer</u>
_____ , _____	\$ _____	\$ _____	\$ _____	
_____ , _____				
_____ , _____				
_____ , _____				
_____ , _____				
_____ , _____				
_____ , _____				
_____ , _____				
_____ , _____				
_____ , _____				

(1) Date of approval of each Certificate of Reimbursable Redevelopment Project Costs, as provided in Section 5.2 of the Redevelopment Agreement (which constitutes Date of Authentication with respect to such portion of the Note) or Payment Date.

(2) Limited to denominations of \$100,000 or any \$1,000 increment in excess thereof, except with respect to an advance pursuant to the final Certificate of Reimbursable Redevelopment Project Costs, which may be in any denomination, subject to the limitation on the aggregate principal amount provided for in the Note Ordinance.

**EXHIBIT B-2  
Form of Phase 2 Note**

**THIS TIF NOTE OR ANY PORTION HEREOF MAY BE TRANSFERRED, ASSIGNED OR NEGOTIATED ONLY TO THE “DEVELOPER,” A “RELATED ENTITY” A “QUALIFIED INSTITUTIONAL BUYER” OR “PROJECT LENDER,” AS DEFINED IN THE NOTE ORDINANCE, AND IN ACCORDANCE WITH THE PROVISIONS HEREOF.**

**UNITED STATES OF AMERICA  
STATE OF MISSOURI**

**Registered**

**Registered**

**No. R-\_\_**

**Not to Exceed \$2,780,000  
plus Issuance Costs  
(See **Schedule A** attached)**

**CITY OF ST. LOUIS, MISSOURI**

**[TAXABLE][TAX-EXEMPT] TAX INCREMENT REVENUE NOTE  
(CITY HOSPITAL RPA 2 REDEVELOPMENT PROJECT – PHASE 2)  
SERIES 200\_\_-A/B**

Rate of Interest:  
[\_\_%]

Maturity Date:  
\_\_\_\_\_

Dated Date:  
\_\_\_\_\_

CUSIP Number:  
None

**REGISTERED 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 Registered 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

City Hospital Development IV, LLC (the “Phase 2 Developer”), dated as of \_\_\_\_\_, 2008, as amended (the “Phase 2 Redevelopment Agreement”), until all principal and interest accruing pursuant to this Phase 2 TIF Note is paid in full except as otherwise provided herein. The Phase 2 TIF Notes shall bear 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. \_\_\_\_\_ signed by the Mayor on \_\_\_\_\_, 2008 (the “Note Ordinance”) or the Phase 2 Redevelopment Agreement.

**THE OBLIGATIONS OF THE CITY WITH RESPECT TO THIS TIF NOTE TERMINATE \_\_\_\_\_, WHICH IS TWENTY-THREE YEARS FROM THE EFFECTIVE DATE OF THE ORDINANCE APPROVING THE REDEVELOPMENT PROJECT (AS DEFINED IN THE NOTE ORDINANCE), 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 Phase 2 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 Phase 2 TIF Note is registered at the maturity or redemption date hereof, upon presentation and surrender of this Phase 2 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 Phase 2 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 Phase 2 TIF Note shall be payable by check or draft or by wire transfer to the person in whose name this Phase 2 TIF Note is registered at the office of the Finance Officer to the Registered Owner on the Register on each Payment Date. Except as otherwise provided in Section 2.8 of the Note Ordinance with respect to mutilated, destroyed, lost or stolen TIF Notes, no principal on the Phase 2 TIF Notes is payable unless the Registered Owner thereof has surrendered such Phase 2 TIF Notes at the office of the Finance Officer.

This Phase 2 TIF Note is one of an authorized series of fully registered TIF Notes of the City designated “City of St. Louis, Missouri, [Taxable][Tax-Exempt] Tax Increment Revenue Notes (City Hospital RPA 2 Redevelopment Project – Phase 2), Series 200\_\_-A/B,” issued in an aggregate principal amount of not to exceed \$2,780,000 plus Issuance Costs (the “Phase 2 TIF Notes”). The Phase 2 TIF Notes are being issued for the purpose of paying a portion of the Redevelopment Project Costs in connection with that certain Phase 2 of the Redevelopment Project under 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 Note Ordinance also contemplates that the City may issue certain notes designated “City of St. Louis, Missouri, [Taxable][Tax-Exempt] Tax Increment Revenue Notes (City Hospital RPA 2 Redevelopment Project – Phase 2), Series 200\_\_-A/B,” issued in an aggregate principal amount of not to exceed \$4,320,000 plus Issuance Costs (the “Phase 1 TIF Notes”); the Phase 1 TIF Notes and Phase 2

TIF Notes being collectively, the “TIF Notes” or “Notes”) pursuant to the Note Ordinance to pay a portion of Redevelopment Project Costs in connection with the Redevelopment Project and Redevelopment Plan.

The Phase 2 TIF Notes and the interest thereon are and 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 RPA 2 PILOTS Account, (b) subject to annual appropriation, the RPA 2 EATS Account that have been appropriated to the repayment of the TIF Notes, (c) the RPA 2 CID Revenues Account of the Revenue Fund, and (d) the RPA 2 TDD Revenues Account of the Revenue Fund; 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 RPA 2 PILOTS Account of the Special Allocation Fund are those payments in lieu of taxes (“PILOTS”), as defined in Sections 99.805(10) and 99.845 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 RPA 2 (as described in Exhibit A to the Note Ordinance) and any applicable penalty and interest over and above the initial equalized assessed value (as provided for by Section 99.855 of the Act) of such unit of property in RPA 2, as allocated and paid to the City’s Treasurer by the City’s Collector of Revenue who shall deposit such PILOTS into the Special Allocation Fund while tax increment financing remains in effect.

The monies on deposit in the RPA 2 EATs Account of the Special Allocation Fund are those amounts, subject to annual appropriation by the Board of Aldermen, equal to fifty percent (50%) of the total additional revenues from taxes, penalties and interest which are imposed by the City or other taxing districts (as that term is defined in Section 99.805(16) of the Act) and which are generated by economic activities within RPA 2 over the amount of such taxes generated by economic activities within RPA 2 in the calendar year ending December 31, 2007 (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 99.845.3 of the Act, as may be amended from time to time. Notwithstanding the foregoing, EATs shall not include the operating levy for school purposes imposed by or any sales tax imposed by the Transitional School District of the City of St. Louis.

The monies on deposit in the RPA 2 CID Revenues Account of the Revenue Fund of the Special Allocation Fund are all revenues actually collected, pursuant to this Agreement and the CID Act, from the imposition of the CID Sales Tax. CID Revenues shall not include (a) 1% of the gross revenues generated by the CID Sales Tax, which the State of Missouri Department of Revenue (or other collection agency) may retain for the cost of collecting the CID Sales Tax, (b)

any amount paid under protest until the protest is withdrawn or resolved against the taxpayer, (c) any sum received by the CID which is the subject of a suit or other claim communicated to the CID which suit or claim challenges the collection of such sum, (d) any amounts retained by the CID to pay reasonable operating or administrative expenses, and (e) that certain fifty percent of incremental revenues generated by the CID Sales Tax within RPA 2 which is captured through the adoption of tax increment financing within RPA 2 and which are deemed statutory economic activity taxes as contemplated by the TIF Act.

The monies on deposit in the RPA 2 TDD Revenues Account of the Revenue Fund of the Special Allocation Fund are "TDD Revenues" means all revenues actually collected, pursuant to this Agreement and the TDD Act, from the imposition of the TDD Sales Tax. TDD Revenues shall not include (a) any portion of the gross revenues generated by the TDD Sales Tax, which any collection agency may retain for the cost of collecting the TDD Sales Tax, (b) any amount paid under protest until the protest is withdrawn or resolved against the taxpayer, (c) any sum received by the TDD which is the subject of a suit or other claim communicated to the TDD which suit or claim challenges the collection of such sum, (d) any amounts retained by the TDD to pay reasonable operating or administrative expenses, and (e) that certain fifty percent of incremental revenues generated by the TDD Sales Tax within RPA 2 which is captured through the adoption of tax increment financing within RPA 2 and which are deemed statutory economic activity taxes as contemplated by the TIF Act.

The Phase 2 Series A TIF Notes shall be equally and ratably secured by Phase 2 Available Revenues, and, if no Phase 1 TIF Notes are outstanding, by Phase 1 Available Revenues. The Phase 2 Series B TIF Notes shall be equally and ratably secured by the Phase 2 Available Revenues, and, if no Phase 1 TIF Notes are outstanding, by Phase 1 Available Revenues, on a subordinate basis to the Phase 2 Series A Notes. The Phase 2 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 Phase 2 TIF Notes either as to principal or interest. The Phase 2 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 PHASE 2 TIF NOTES SHALL TERMINATE ON THE FIRST TO OCCUR OF THE FULL PAYMENT AND DISCHARGE OF THE PHASE 2 TIF NOTES OR THE MATURITY DATE (WHETHER OR NOT THE PRINCIPAL AMOUNT OR INTEREST HAS BEEN PAID IN FULL).

Phase 2 Available Revenues in the Revenue Fund (and any Phase 1 Available Revenues in the Revenue Fund, if no Phase 1 TIF Notes are then outstanding) shall be applied, first from the RPA 2 EATs Fund, second from the RPA 2 PILOTs Fund, third from the RPA 2 CID Revenues Account and fourth from the RPA 2 TDD Revenues Account for the purposes and in the amounts as follows:

*First*, to payment of arbitrage rebate, if any, owed with respect to the Phase 2 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 monies shall be paid one half to the Finance Officer and one half to the St. Louis Development Corporation), 0.2% of the Phase 2 TIF Notes outstanding on each Payment Date, plus any accumulated deficiency from previous years, plus an amount sufficient to pay all or any portion of the fees and expenses incurred by the City pursuant to Section 7.15 of the Phase 2 Redevelopment Agreement that have not otherwise been reimbursed to the City through the issuance of TIF Notes;

*Third*, to RPA 2 Phase 2 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 any Phase 2 Series A TIF Notes on each Payment Date;

*Fourth*, to the RPA 2 Phase 2 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 Phase 2 Series A TIF Notes on each Payment Date

*Fifth*, to the RPA 2 Phase 2 Series A Account of the Debt Service Fund, an amount sufficient to pay the interest on the Phase 2 Series A TIF Notes on the next succeeding Payment Date;

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

*Seventh*, to the RPA 2 Phase 2 Series A Account of the Debt Service Fund, an amount sufficient to pay the principal of any Phase 2 Series A TIF Notes that are subject to redemption pursuant to the Note Ordinance on each Payment Date;

*Eighth*, if no Phase 2 Series A Notes are outstanding, to the RPA 2 Phase 2 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 Phase 2 Series B Note on each Payment Date;

*Ninth*, if no Phase 2 Series A Notes are outstanding, to the RPA 2 Phase 2 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 Phase 2 Series B Note on each Payment Date;

*Tenth*, if no Phase 2 Series A Notes are outstanding, to the RPA 2 Phase 2 Series B Account of the Debt Service Fund, an amount sufficient to pay the interest on the Phase 2 Series B Notes on the next succeeding Payment Date;

*Eleventh*, if no Phase 2 Series A Notes are outstanding, to the RPA 2 Phase 2 Series B Account of the Debt Service Fund, an amount sufficient to pay the principal of any Phase 2 Series B Note that is subject to redemption pursuant to this Note Ordinance on each Payment Date; and

*Twelfth*, if no Phase 2 TIF Notes are outstanding, all Phase 2 Available Revenues shall be transferred to the corresponding account within the Revenue Fund for Phase 1, and shall be used to pay principal and interest on Phase 1 TIF Notes in the same manner as Phase 1 Available Revenues as set forth in the Note Ordinance.

*Thirteenth*, all other remaining money in the RPA 2 Phase 2 PILOTs Fund, the RPA 2 Phase 2 EATs Fund, the RPA 2 Phase 2 CID Revenues Account and the RPA 2 Phase 2 TDD Revenues Account of the Revenue Fund of the Special Allocation Fund shall annually be declared as surplus and distributed in the manner provided in the TIF Act, as applicable.

Upon the payment in full of the principal of and interest on the Phase 2 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 the Note Ordinance, all amounts remaining on deposit in RPA 2 Phase 2 Debt Service Fund, the RPA 2 Phase 2 PILOTs Fund, the RPA 2 Phase 2 EATs Fund, the RPA 2 Phase 2 CID Revenues Account and the RPA 2 Phase 2 TDD Revenues Account shall be declared as surplus and distributed in the manner provided in the Act.

The City covenants that it shall comply with the Charter of the City of St. Louis, Article XVI, Section 3 for each fiscal year that TIF Notes are outstanding and the City official(s) shall request an appropriation of all Available Revenues on deposit in the Special Allocation Fund for application to the payment of the principal of (including, but not limited to, payment of a premium, if any) and interest on the TIF Notes.

**NOTWITHSTANDING ANY PROVISION HEREIN OR IN THE NOTE ORDINANCE TO THE CONTRARY, THE PHASE 2 TIF NOTES ARE SUBJECT TO CANCELLATION AND DISCHARGE BY THE CITY IN WHOLE OR IN PART WITHOUT PENALTY UNDER THE CONDITIONS SET FORTH IN SECTION 7.8 OF THE REDEVELOPMENT AGREEMENT.**

The Phase 2 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 Phase 2 TIF Note to be redeemed, plus accrued interest thereon to the date fixed for redemption.

The Phase 2 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 Phase 2 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 Phase 2 TIF Notes or portions of Phase 2 TIF 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 Phase 2 TIF Notes or portion of Phase 2 TIF Notes shall cease to bear interest. Upon surrender of such Phase 2 TIF Notes for redemption in accordance with such notice, the redemption price of such Phase 2 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 Phase 2 TIF Note, there shall be prepared for the Registered Owner a new Phase 2 TIF Note or Phase 2 TIF Notes of the same maturity in the amount of the unpaid principal as provided herein. All Phase 2 TIF Notes that have been redeemed shall be cancelled and destroyed by the Finance Officer as provided herein and shall not be reissued.

Phase 2 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 Phase 2 TIF Notes are to be redeemed and paid prior to maturity, such Phase 2 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 Phase 2 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 Phase 2 TIF Notes issued upon acceptance by the City of the final Certificate of Reimbursable Redevelopment Project Costs, which Phase 2 TIF Notes may be issued in any denomination, subject to the limitation on the aggregate Principal Amount.

This Phase 2 TIF Note may be transferred or exchanged as provided in the Note Ordinance only upon the Register, upon surrender of this Phase 2 TIF Note together with a written instrument of transfer satisfactory to the Finance Officer duly executed by the Registered Owner or the Registered 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 PHASE 1 TIF NOTE SHALL BE LIMITED TO PURCHASE, TRANSFER, ASSIGNMENT OR NEGOTIATION TO THE DEVELOPER, A RELATED ENTITY A QUALIFIED INSTITUTIONAL BUYER OR PROJECT LENDER, AS SUCH TERMS ARE DEFINED IN THE NOTE ORDINANCE, 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" is defined in the Note Ordinance, and includes, among others, (a) the Developer or a Related Entity, (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 company 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 Phase 2 TIF Note for a new Phase 2 TIF Note of the same maturity and in the same principal amount as the outstanding principal amount of the Phase 2 TIF Note that was presented for transfer or exchange. Any Phase 2 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 Registered Owner thereof or by the Registered Owner's duly authorized agent.

This Phase 2 TIF Note shall not be valid or binding on the City or be entitled to any security or benefit under the Note Ordinance 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 Phase 2 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 Phase 1 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 Phase 1 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: \_\_\_\_\_.

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NOTICE: The signature to this assignment must correspond with the name of the Registered 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).

**SCHEDULE A**

**CERTIFICATE OF AUTHENTICATION**

This Phase 1 TIF Note is one of the Series 200\_-A/B TIF Notes described in the within-mentioned Note Ordinance.

<u>Date</u> <sup>(1)</sup>	<u>Additions to Principal Amount</u> <sup>(2)</sup>	<u>Principal Amount Paid</u>	<u>Outstanding Principal Amount</u>	<u>Authorized Signatory of Finance Officer</u>
_____, ____	\$ _____	\$ _____	\$ _____	
_____, ____				
_____, ____				
_____, ____				
_____, ____				
_____, ____				
_____, ____				
_____, ____				
_____, ____				
_____, ____				

(1) Date of approval of each Certificate of Reimbursable Redevelopment Project Costs, as provided in Section 5.2 of the Redevelopment Agreement (which constitutes Date of Authentication with respect to such portion of the Note) or Payment Date.

(2) Limited to denominations of \$100,000 or any \$1,000 increment in excess thereof, except with respect to an advance pursuant to the final Certificate of Reimbursable Redevelopment Project Costs, which may be in any denomination, subject to the limitation on the aggregate principal amount provided for in the Note Ordinance.

**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 \$\_\_\_\_\_ (plus Issuance Costs) City of St. Louis, Missouri,  
Tax Increment Revenue Notes, (City Hospital RPA 2 Redevelopment Project –  
Phase 1/2), 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 \$\_\_\_\_\_ (plus Issuance Costs) aggregate principal amount of Tax Increment Revenue Notes, (City Hospital RPA 2 Redevelopment Project – Phase 1/2), Series 2008-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 \_\_\_\_\_, 200\_\_ (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: \_\_\_\_\_

