

St. Louis City Ordinance 64811

FLOOR SUBSTITUTE

BOARD BILL NO. [99] 231

INTRODUCED BY ALDERMAN PHYLLIS YOUNG

An ordinance recommended by the Board of Estimate and Apportionment and by the Board of Public Service , amending and restating Ordinance No.64652, adopted by the Board of Alderman on June 4, 1999, and authorizing and directing the St. Louis Municipal Finance Corporation (the "Corporation") to issue and sell its City Justice Center Leasehold Revenue Improvement Bonds, Series 2000A (the "Series 2000A Bonds") in an aggregate principal amount of not to exceed \$25,000,000 in order to finance the Costs of completing the City Justice Center and, if market conditions warrant, to issue and sell its City Justice Center Leasehold Revenue Refunding Bonds, Series 2000B (the "Series 2000B Bonds", and, with the Series 2000A Bonds, the "Series 2000 Bonds") in an aggregate principal amount of not to exceed \$65,000,000 in order to refund all or a portion of its City Justice Center Leasehold Revenue Improvement Bonds, Series 1996A (the "Series 1996A Bonds"), and/or all or a portion of its City Justice Center Leasehold Revenue Improvement and Refunding Bonds, Series 1996B (the "Series 1996B Bonds"), all for the general welfare, safety and benefit of, the citizens of the City of St. Louis, Missouri (the "City"); authorizing and directing the Corporation to execute and deliver the Second Supplemental Indenture of Trust, the First Supplemental Base Lease, the First Supplemental Lease Agreement, the Official Statement, a Bond Purchase Agreement and, if necessary, the Third Supplemental Indenture of Trust and the Escrow Agreement for the Series 2000B Bonds; authorizing the City to execute the First Supplemental Base Lease, the First Supplemental Lease Agreement, a Continuing Disclosure Agreement, an Official Statement and a Bond Purchase Agreement for each series, and if, necessary, the Escrow Agreement; obtaining of credit enhancement for the Series 2000 Bonds from a Credit Provider, authorizing the payment of any obligations due to a Credit Provider, if any, and authorizing the Comptroller and any other appropriate City officials, if necessary, to execute any Credit Agreement or other documents related thereto; authorizing participation of appropriate City officials in preparing the Corporation's Preliminary Official Statement and final Official Statement for the Series 2000 Bonds, and the acceptance of the terms of a Bond Purchase Agreement for the Series 2000 Bonds and the taking of further actions with respect thereto; and authorizing and directing the taking

of other actions, approval and execution of other documents as necessary or desirable to carry out and comply with the intent hereof.

WHEREAS, the Board of Aldermen of the City has previously authorized and directed the issuance by the Corporation of the Series 1996A Bonds and the Series 1996B Bonds pursuant to an Indenture of Trust, between the Corporation and UMB Bank of St. Louis, N.A., as trustee (the "Trustee"), dated as of August 1, 1996, as amended and supplemented (the "Indenture") to finance the costs of acquisition (by lease or purchase, including condemnation) of real and personal property, construction, equipping and installing of furnishings and equipment for St. Louis Jail Facilities including the City Justice Center;

WHEREAS, the City heretofore adopted Ordinance No. 64652 authorizing and directing the Corporation to issue bonds for the purpose of refunding the Refunded Bonds,

WHEREAS, the City has determined that it is in the best interest of the City to amend and restate Ordinance No. 64652 by the enactment of this Ordinance to authorize and direct the Corporation to issue additional bonds to finance the Costs of completing the City Justice Center, as defined in the Indenture, and, if market conditions warrant, to refund the Refunded Bonds; and

WHEREAS, pursuant to a Base Lease, between the City and the Corporation, dated as of August 1, 1996 (the "Base Lease"), the City has conveyed to the Corporation a leasehold interest in the Property for consideration consisting, in part, in the issuance by the Corporation of the Series 1996A Bonds and the Series 1996B Bonds on behalf of the City;

WHEREAS, pursuant to a Lease Purchase Agreement, between the Corporation and the City, dated as of August 1, 1996 (the "Lease Purchase Agreement"), the Corporation has subleased the Property in exchange for rental payments which rental payments include amounts necessary to pay principal of and interest on the Bonds (as hereinafter defined), but only if and to the extent annually appropriated by the Board of Aldermen of the City;

WHEREAS, the Board of Aldermen of the City has heretofore pledged as security for the Bonds certain State Reimbursements (as hereinafter defined) paid to the City as provided in the Pledge Agreement;

WHEREAS, it is necessary and desirable in connection with the Project for the City and the Corporation to release certain parcels of land from the Base Lease and the Lease Purchase Agreement which are not required for such completion

and execute and deliver certain documents to effect such release, including the Supplemental Base Lease (as hereinafter defined) and the Supplemental Lease Agreement (as hereinafter defined);

WHEREAS, it is necessary and desirable in connection with the issuance of the Series 2000 Bonds for the City and/or the Corporation to execute and deliver certain documents, including the Second Supplemental Indenture, the Continuing Disclosure Agreement (as hereinafter defined) and, if necessary, the Third Supplemental Indenture and the Escrow Agreement; and that the City and the Corporation execute certain other documents, take certain other actions and approve certain other documents, as herein provided.

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

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

"Base Lease" means the Base Lease, between the City and the Corporation, as lessor, dated as of August 1, 1996, as amended and supplemented by the First Supplemental Base Lease, pursuant to which the City conveyed a leasehold interest in the Property to the Corporation.

"Bond Purchase Agreement" means the Bond Purchase Agreement or Bond Purchase Agreements related to the issuance and sale of the Series 2000 Bonds.

"City Justice Center" means the City Justice Center proposed to be constructed on the real property described on Tract II of Schedule I to the Lease Agreement, and situated in the City and any other real or personal property hereafter acquired by the Corporation and leased by the Corporation to the City pursuant to any supplemental Lease Agreement with respect to the City Justice Center and appurtenant easements, rights-of-way, improvements, paving and personal property necessary, convenient and appurtenant thereto, and any modifications, alterations or changes in, on or to the foregoing or any repairs thereto or thereof.

"Credit Agreement" means any agreement by and among the Credit Provider, the City and the Corporation providing for Credit Enhancement.

"Credit Enhancement" means a letter of credit, liquidity facility, a surety bond or bond insurance policy or policies, issued by a Credit Provider guaranteeing,

providing for or insuring the payment of all or a portion of the principal of and interest on one or more series of Bonds as provided therein.

"Credit Provider" means the issuer or issuers of any Credit Enhancement, if any, pursuant to or identified in the Second Supplemental Indenture and the Third Supplemental Indenture.

"Dated Date," with respect to the Series 2000 Bonds, shall mean January 1, 2000, or such other date as may be approved by the parties signatory to the respective Supplemental Indenture.

"Escrow Agreement" means the Escrow Agreement among the City, the Corporation and UMB Bank, N.A., as escrow agent, dated as of the Dated Date.

"Financial Advisor" means P.G. Corbin & Company, Inc., the financial advisor to the City with respect to the Series 2000 Bonds.

"Lease Agreement" means the Lease Purchase Agreement, between the Corporation and the City, dated as of the August 1, 1996, as amended and supplemented by the First Supplemental Lease Agreement, pursuant to which the Corporation conveyed a leasehold interest in the Property to the City, and the City leased the Property, together with any improvements thereon, from the Corporation and agreed to pay Rentals and Additional Rentals, subject to annual appropriation, equal to the principal and interest due on the Bonds.

"Official Statement" means the preliminary or final Official Statement or Official Statements prepared in connection with the issuance, sale and delivery of the Series 2000 Bonds.

"Pledge Agreement" means the Pledge Agreement, dated as of August 1, 1996, between the City and the Trustee, dated as of August 1, 1996.

"Pledged Revenues" means State Reimbursements pledged under the Pledge Agreement.

"Project" means the acquisition (by lease or purchase, including condemnation) of real and personal property, construction, equipping and installing of furnishings and equipment for St. Louis Jail Facilities including a City Justice Center.

"Property" means the real and personal property described on Revised Schedule I to the Lease Agreement together with any improvements constructed thereon.

"Refunded Bonds" means all or a portion of the outstanding St. Louis Municipal Finance Corporation Leasehold Revenue Improvement Bonds, Series 1996A, and/or all or a portion of the outstanding St. Louis Municipal Finance Corporation Leasehold Revenue Improvement and Refunding Bonds, Series 1996B, both dated August 1, 1996, as more particularly described in the Third Supplemental Indenture, .

"Second Supplemental Indenture" means the Second Supplemental Indenture of Trust between the Corporation and the Trustee, dated as of the Dated Date.

"Series 2000A Bonds" means the Series 2000A Bonds authorized pursuant to the Second Supplemental Indenture.

"Series 2000B Bonds" means the Series 2000B Bonds authorized pursuant to the Third Supplemental Indenture.

"Series 2000 Bonds" means the Series 2000A Bonds, and if issued, the Series 2000B Bonds.

"State Reimbursements" means certain prisoner per diem cost reimbursements received by the City pursuant to Section 221.105 Revised Statutes of Missouri, as amended, from the State of Missouri.

"St. Louis Jail Facilities" means the existing Medium Security Correctional Facility, improvements to be acquired, constructed, installed and equipped, if any, situated on the Property described on Revised Schedule I to the Lease Agreement, together with all improvements and equipment thereon, the City Justice Center to be constructed with proceeds of the Series 1996A Bonds and any additional jail facilities constructed with the proceeds of Additional Bonds; provided however, that upon the date on which the payment of all principal and interest on the Series 1996B Bonds have been fully made or provided for pursuant to Section 1301 of the Indenture, the term "St. Louis Jail Facilities" shall no longer include the Medium Security Correctional Facility.

"Supplemental Base Lease" means the First Supplemental Base Lease, between the City and the Corporation, dated as of the Dated Date.

"Supplemental Lease Agreement" means the First Supplemental Lease Purchase Agreement, between the Corporation and the City dated as of the Dated Date.

"Third Supplemental Indenture" means the Third Supplemental Indenture of Trust in substantially the form attached to this Ordinance as Exhibit B.

"Trustee" means UMB Bank, N. A., St. Louis, Missouri, as trustee or any successor thereto under the Indenture.

"Underwriters" means the underwriters with respect to the Series 2000 Bonds.

Section 2. Findings and Determinations. The Board of Aldermen hereby finds and determines that it is necessary and in the best interests of the City:

(a) to authorize and direct the Corporation to issue its Series 2000A Bonds (i) to finance the Costs of completing the City Justice Center, (ii) to fund a debt service reserve fund and (iii) to pay reasonable expenses if any, incurred by the Corporation and City in connection with the issuance and sale of the Series 2000A Bonds, in accordance with the Lease Agreement and the Bond Purchase Agreement;

(b) to authorize and direct the Corporation to issue, if market conditions warrant, its Series 2000B Bonds (i) to refund the Refunded Bonds, (ii) to fund a debt service reserve fund and (iii) to pay reasonable expenses if any, incurred by the Corporation and City in connection with the issuance and sale of the Series 2000B Bonds, in accordance with the Lease Agreement and the Bond Purchase Agreement;

(c) to amend the conveyance of a leasehold interest in the Property to the Corporation; and

(d) to authorize and direct the Corporation to enter into a negotiated sale of the Series 2000 Bonds to the Underwriters.

Section 3. Authority and Direction to Issue the Series 2000 Bonds. The City hereby authorizes and directs the Corporation to issue its City Justice Center Leasehold Revenue Improvement Bonds, Series 2000A, in an aggregate principal amount not to exceed \$25,000,000 (the "Series 2000A Bonds") and, if market conditions warrant, its City Justice Center Leasehold Revenue Refunding Bonds, Series 2000B, in an aggregate principal amount not to exceed \$65,000,000 (the "Series 2000B Bonds") on behalf of the City for the purposes set forth in Section 2 hereof. The City hereby ratifies and confirms all prior actions of the Corporation taken in connection with the issuance of the

Series 2000 Bonds. The Series 2000 Bonds (i) shall have a final maturity not more than 30 years from their date of issuance, (ii) shall bear a fixed rate of interest of not more than 10%, and (iii) may be sold at a premium or at a discount with such discount not to exceed the maximum discount allowable under Missouri law. The terms and provisions of the Series 2000A Bonds shall be as provided in the Second Supplemental Indenture, and the terms and provisions of the Series 2000B Bonds shall be as provided in the Third Supplemental Indenture.

Section 4. Construction and Improvement of the St. Louis Jail Facilities. The City is hereby authorized and directed to take all reasonable action to provide for the acquisition (by lease or purchase, including condemnation) of real and personal property, construction, equipping and installing of furnishings and equipment for St. Louis Jail Facilities, including the City Justice Center. The acquisition of real and personal property, construction, equipping and installing for furnishings and equipment for the City Justice Center shall be done pursuant to detailed plans and specifications approved by the Board of Public Service before bids are advertised therefor. The general character and extent of such work shall be as described in the Lease Agreement. The expenditure out of the proceeds of the Series 2000 Bonds as described in this Ordinance is hereby approved on behalf of the City.

Section 5. Limited Obligations. The Series 2000 Bonds and the interest thereon shall be limited obligations payable by the Corporation solely from (i) the Pledged Revenues, (ii) Rentals and Additional Rentals received by the Corporation from the City or received by the Trustee on behalf of the City and reasonably expected to be used to pay debt service on the Series 2000 Bonds pursuant to the Pledge Agreement and Lease Agreement and (iii) any amounts payable by any Credit Provider in connection with any Credit Enhancement on the Series 2000 Bonds. The Bonds and the interest thereon shall not constitute an indebtedness of the City or State of Missouri within the meaning of any constitutional or statutory debt limitation or restriction. The obligation of the City to make payments of Rentals and Additional Rentals and other amounts under the Lease Agreement is subject to annual appropriation as provided therein. The obligation of the City to make such payments under the Lease Agreement nor the Series 2000 Bonds shall not constitute a debt of the City. The issuance of the Series 2000 Bonds will not directly or contingently obligate the City to make any payments beyond those appropriated for its then current fiscal year. The terms and provisions of the Series 2000 Bonds shall be as provided for in the Second Supplemental Indenture.

Section 6. Authority and Direction to Execute and Deliver Certain Documents. In connection with the issuance of the Series 2000 Bonds, the City hereby authorizes and directs the Corporation to execute and deliver the Second Supplemental Indenture, in substantially the form attached hereto as Exhibit A, and if necessary, the Third Supplemental Indenture, in substantially the form attached hereto as Exhibit B, with such changes as may be approved by the City. In connection with releasing certain parcels of land from the Base Lease and the Lease Purchase Agreement which are not required for the completion of the Project, the City hereby authorizes and directs the Corporation, as Lessor, to execute and deliver the Supplemental Base Lease, in substantially the form attached hereto as Exhibit C, the Supplemental Lease Agreement, in substantially the form attached hereto as Exhibit D, and, if necessary, the Escrow Agreement, in substantially the form attached hereto as Exhibit E, with such changes as may be approved by the City, the City's execution and delivery thereof to evidence such approval.

Section 7. Authority and Direction to Sell the Series 2000 Bonds in a Negotiated Sale. In connection with the issuance of the Series 2000 Bonds, the City hereby authorizes and directs the Corporation to negotiate the sale thereof with the Underwriters, subject to the provisions of this Ordinance. The City further hereby authorizes and directs the Corporation to prepare, at the request of the Underwriters, the preliminary Official Statement and the final Official Statement, to execute and deliver the final Official Statement and to execute and deliver the Bond Purchase Agreement, in connection with such negotiated sale of the Series 2000 Bonds.

Section 8. Authority and Direction to Obtain Credit Enhancement. The City hereby authorizes and directs the Corporation to obtain Credit Enhancement for the Series 2000 Bonds from a Credit Provider with such credit rating that, in the opinion of the Underwriters and the Financial Advisor, the City will achieve an economic benefit if the Series 2000 Bonds are secured by such Credit Enhancement. Any Credit Agreement executed in connection therewith may pledge Pledged Revenues, Rentals and Additional Rentals on a parity basis to payment of (i) debt service on the Bonds and (ii) any amounts due and owing to the Credit Provider under the Credit Agreement. The Comptroller is hereby authorized to approve the terms of any agreement for Credit Enhancement with the Credit Provider, and the Comptroller, with the advice of the City Counselor as to form thereof, is hereby authorized and directed to execute such agreement for Credit Enhancement and other documents in connection therewith as required to obtain the Credit Enhancement.

Section 9 . Authorization with Respect to Execution and Delivery of Documents. The Supplemental Base Lease, the Supplemental Lease Agreement and, if necessary, the Escrow Agreement substantially in the forms attached hereto as Exhibits C, D and E respectively, are hereby approved, and the Mayor and Comptroller of the City are hereby authorized and directed to execute, acknowledge and deliver the Supplemental Base Lease, the Supplemental Lease Agreement and, if necessary, the Escrow Agreement in substantially such forms, with such changes therein and the completions and modifications thereof not inconsistent with the provisions of this Ordinance as the Mayor and Comptroller shall approve with the advice of the Underwriters and the Financial Advisor, and which the City Counselor shall approve as to form, and the Register of the City is hereby authorized and directed to affix the corporate seal of the City thereto and to attest the same and the signature of the Mayor and the Comptroller shall be conclusive as to their approval of such changes or modifications by the City.

Section 10. Approval of Second Supplemental Indenture and Third Supplemental Indenture. The Second Supplemental Indenture, substantially in the form attached hereto as Exhibit A, and the Third Supplemental Indenture, substantially in the form attached hereto as Exhibit B, are hereby approved with such completions thereof, changes therein and modifications thereof not inconsistent with the provisions of this Ordinance as shall be compatible with the provisions of the Base Lease, the Lease Agreement and, if necessary, the Escrow Agreement.

Section 11. Authorization with Respect to Sale of the Series 2000 Bonds. The preparation of a preliminary Official Statement and a final Official Statement, the execution and delivery of the final Official Statement by the City, and the execution and delivery of a Bond Purchase Agreement are hereby contemplated, and the Mayor, the Comptroller, and other appropriate officers, agents and employees of the City are hereby authorized and directed to, take such further actions, and execute such other documents as are required by the City thereunder, with their respective signatures thereon to be evidence of such approval by the City.

The Mayor, the Comptroller, and other appropriate officers, agents and employees of the City are hereby authorized and directed to participate with the Corporation in the preparation of the preliminary Official Statement and final Official Statement, and to execute and deliver the final Official Statement and the Continuing Disclosure Agreement, in substantially the form attached hereto as Exhibit F, with such changes as may be approved by the City, their respective signatures thereon to be evidence of such approval.

Section 12. Further Authority. The City and the Mayor, the Comptroller, the Treasurer (as to permitted investments only) and other appropriate officers, agents and employees of the City are hereby authorized to take such further actions and execute such other documents as may be necessary or desirable to carry out and comply with the intent of this Ordinance, and to carry out, comply with and perform the duties of the City with respect to the Lease Agreement, the Base Lease, any Credit Agreement and, if necessary, the Escrow Agreement

Section 13. Incorporation of Exhibits. All exhibits attached to this Ordinance are hereby incorporated herein by this reference as if such exhibits are fully set forth herein.

EXHIBIT A
SECOND SUPPLEMENTAL INDENTURE OF TRUST

EXHIBIT B
THIRD SUPPLEMENTAL INDENTURE OF TRUST

EXHIBIT C
SUPPLEMENTAL BASE LEASE

EXHIBIT D
SUPPLEMENTAL LEASE PURCHASE AGREEMENT

EXHIBIT E
ESCROW AGREEMENT

EXHIBIT F
CONTINUING DISCLOSURE AGREEMENT

EXHIBIT A ST. LOUIS MUNICIPAL FINANCE CORPORATION

AND

UMB BANK, N.A.

SECOND SUPPLEMENTAL INDENTURE OF TRUST

DATED AS OF JANUARY 1, 2000

[\$AMOUNT]

CITY JUSTICE CENTER

LEASEHOLD REVENUE IMPROVEMENT BONDS,

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SECOND SUPPLEMENTAL INDENTURE OF TRUST

THIS SECOND SUPPLEMENTAL INDENTURE OF TRUST (herein sometimes referred to as the "Second Supplemental Indenture"), made and entered into as of the Dated Date, by and between ST. LOUIS MUNICIPAL FINANCE CORPORATION, a nonprofit corporation duly organized and existing under the Missouri Nonprofit Corporation Act (the "Corporation"), and UMB BANK, N.A., St. Louis, Missouri, a national banking association duly organized and existing and authorized to accept and execute trusts of the

character herein set out under the laws of the United States of America, and having its principal corporate trust office located in the City of Kansas City, Missouri, as trustee (the "Trustee"), in conjunction with and supplementing the Indenture of Trust between the Corporation and the Trustee, dated as of August 1, 1996 (the "Master Indenture"). (The Master Indenture, the First Supplemental Indenture, as hereinafter defined, and the Second Supplemental Indenture are referred to hereinafter collectively as the "Indenture.")

WITNESSETH:

WHEREAS, the Corporation has heretofore issued its Leasehold Revenue Improvement Bonds, Series 1996A, dated as of August 1, 1996 (the "Series 1996A Bonds") and its Leasehold Revenue Improvement and Refunding Bonds, Series 1996B, dated as of August 1, 1996 (the "Series 1996B Bonds") and together with the Series 1996A Bonds, the "Series 1996 Bonds") to finance, among other things, the costs of the Project, including the St. Louis Jail Facilities (as defined in the Indenture); and

WHEREAS, the City has authorized and directed the Corporation to issue its City Justice Center Leasehold Revenue Improvement Bonds, Series 2000A (the "Series 2000A Bonds") to (i) finance the Costs of completing the City Justice Center, (ii) () (ii) to fund the Debt Service Reserve Fund; and (iii) to pay Costs of issuance of the Series 2000A Bonds; and

WHEREAS, the Corporation proposes to issue the Series 2000A Bonds; and, in connection with the authorization and issuance of the Series 2000A Bonds it is necessary that the Corporation and the Trustee enter into this Second Supplemental Indenture to provide certain terms and details relating to the Series 2000A Bonds;

NOW, THEREFORE, THIS SECOND SUPPLEMENTAL INDENTURE WITNESSETH, that in order to describe certain terms and details relating to the Series 2000A Bonds and in consideration of the premises and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Corporation and the Trustee agree for the benefit of the Bondholders, as follows:

ARTICLE I DEFINITIONS

Section 101. Definitions. Capitalized words and terms used but not defined herein shall have the same meanings as such terms are given in Section 101 of

the Master Indenture as amended and supplemented. In addition to words and terms defined in the Master Indenture, the capitalized terms used in this Second Supplemental Indenture shall have the following meanings:

"Base Lease" means the Base Lease, between the City and the Corporation, dated as of August 1, 1996, as amended and supplemented by the First Supplemental Base Lease.

"Credit Provider" means AMBAC Assurance Corporation, or any successor thereto.

"Dated Date," with respect to the Series 2000A Bonds, shall mean January 1, 2000, or such other date as may be approved by the parties signatory thereto.

"Depository" or "DTC" means Depository Trust Company, New York, New York, a limited purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934, and its successors and assigns.

"First Supplemental Base Lease" means the First Supplemental Base Lease, dated as of the Dated Date, between the City and Corporation.

"First Supplemental Lease Agreement" means the First Supplemental Lease Purchase Agreement, dated as of the Dated Date, between the Corporation and the City.

"Global Bond Certificates" means one or more bond certificates of the Corporation, each certificate representing the entire principal amount of the Bonds due on a particular Stated Maturity, immobilized from general circulation in the Depository.

"Insurance Trustee" means United States Trust Company of New York, New York, or any successor duly appointed by the Credit Provider.

"Interest Payment Date" shall mean February 15 and August 15 of each year as long as the Bonds remain Outstanding, beginning August 15, 2000.

"Lease Agreement" means the Lease Purchase Agreement, between the Corporation and the City, dated as of August 1, 1996, as amended and supplemented by the First Supplemental Lease Agreement.

"Municipal Bond Insurance Policy" shall mean the municipal bond insurance policy issued by the Credit Provider insuring the payment when due of the principal of and interest on the Bonds as provided therein.

"Ordinance" means Ordinance No. 64652 of the City enacted on June 4, 1999, as amended and restated by Ordinance No. _____, enacted on _____, 1999, which authorizes, among other things, the issuance, sale and delivery of the City Justice Center Leasehold Revenue Improvement Bonds, Series 2000A, in accordance with the Indenture and this Supplemental Indenture, and any amendments or supplements thereto.

"Participants" means those financial institutions for whom the Depository effects book-entry transfers and pledges of securities deposited with the Depository.

"Paying Agent" means the Trustee.

"Pledged Revenues Account" means the account by that name created pursuant to the First Supplemental Indenture.

"Principal Payment Date" means February 15 of each year as long as the Bonds remain Outstanding beginning February 15, 2001.

"Record Date" means with respect to any Interest Payment Date the first day (whether or not a business day) of the calendar month in which such Interest Payment Date occurs.

"Replacement Bonds" means the Bonds authenticated and delivered by the Bond Registrar pursuant to Section 301 hereof and Section 206 of the Master Indenture.

"Series 1996A Bonds" means the City Justice Center Leasehold Revenue Improvement Bonds, Series 1996A.

"Series 1996B Bonds" means the City Justice Center Leasehold Revenue Improvement and Refunding Bonds, Series 1996B.

"Series 2000A Bonds" means the City Justice Center Leasehold Revenue Improvement Bonds, Series 2000A, authorized by Article II of this Second Supplemental Indenture.

"Tract I" means the Property described as Tract I on Revised Schedule I of the Lease Agreement upon which the Medium Security Correctional Facility is currently situated.

"Tract II" means the Property described as Tract II on Revised Schedule I of the Supplemental Lease Agreement upon which the City Justice Center will be built.

Section 102. Authority for this Second Supplemental Indenture. This Second Supplemental Indenture is authorized pursuant to the provisions of and in accordance with Article II and Article XI of the Master Indenture.

ARTICLE II AUTHORIZATION AND PURPOSE OF SERIES 2000A BONDS

Section 201. Authorization, Principal Amount and Series Designation. Pursuant to the provisions of the Indenture, one or more series of Bonds entitled to the benefit, protection and security of the Indenture are hereby authorized in the aggregate principal amount of _____ Million Dollars (\$_____). Such Bonds shall be designated as, and shall be distinguished from the Bonds of all other Series by the title, "City Justice Center Leasehold Revenue Improvement Bonds, Series 2000A." The proceeds of the Series 2000A Bonds shall be used (i) to finance the Costs of completing the City Justice Center; (ii) to fund the Debt Service Reserve Fund, and (iii) to pay costs of issuance for the Series 2000A Bonds. The Series 2000A Bonds are issuable in denominations of Five Thousand Dollars (\$5,000) or integral multiples thereof.

ARTICLE III THE SERIES 2000A BONDS

Section 301. Description of the Series 2000A Bonds and Designation of Paying Agent and Bond Registrar.

1. The Series 2000A Bonds, upon original issuance, are to be issued in book-entry-only form, with a single Global Bond Certificate for each Stated Maturity of Series 2000A Bonds to be delivered by the Corporation to or upon the order of the initial purchasers for deposit with the Depository or its agent. The Series 2000A Bonds shall be registered on the Bond Register in the name of Cede & Co., as nominee of the Depository. No beneficial owners will receive certificates representing their respective interests in the Series 2000A Bonds

except in the event that the Corporation issues Replacement Bonds, as provided herein. During the term of the Series 2000A Bonds, ownership and subsequent transfers of ownership will be reflected by book-entry on the records of the Depository and its Participants and payment of principal of, and redemption premium, if any, and interest on, the Series 2000A Bonds will be made by the Paying Agent to the Depository on behalf of the beneficial owners of the Series 2000A Bonds until and unless the Bond Registrar authenticates and delivers Replacement Bonds") to the beneficial owners of the Series 2000A Bonds or their nominees as described in Section 303 hereof. Global Bond Certificates evidencing the Series 2000A Bonds may not be transferred or exchanged except as provided in Section 303 hereof and Section 206 of the Master Indenture.

2. The Series 2000A Bonds shall be dated the Dated Date, and shall be in denominations of five thousand dollars (\$5,000) or any integral multiple thereof not exceeding the principal amount of Series 2000A Bonds becoming due on the Stated Maturity of such Bond. The Series 2000A Bonds shall have the Stated Maturities and shall bear interest at the rates as follows:

**SERIES 2000A BONDS
SERIAL BONDS**

STATED MATURITY PRINCIPAL AMOUNT INTEREST RATE

FEBRUARY 15

2001	\$	%
2002	%	
2003	%	
2004	%	
2005	%	
2006	%	
2007	%	
2008	%	
2009	%	
2010	%	
2011	%	
2012	%	
2013	%	
2014	%	

2015	%
2016	%
2017	%
2018	%
2019	%

SERIES 2000A BONDS

TERM BONDS

STATED MATURITY PRINCIPAL AMOUNT INTEREST RATE

The Series 2000A Bonds shall bear interest from the most recent Interest Payment Date to which interest has been paid in full or, if no interest has been paid, from the Dated Date. Interest on the Series 2000A Bonds shall be payable semiannually each Interest Payment Date.

3. The Trustee is hereby designated as the Corporation's Paying Agent for the payment of the principal of, and redemption premium, if any, and interest on, the Series 2000A Bonds and as Bond Registrar.
4. The Series 2000A Bonds shall be numbered sequentially for each series from one upward or in such manner as the Trustee shall direct. After delivery of the Series 2000A Bonds the Trustee shall file with the Corporation a record of the numbers assigned to such Series 2000A Bonds upon the initial delivery thereof.
5. The Series 2000A Bonds shall be executed substantially in the form and manner as provided in this Article VI and delivered to the Trustee for authentication.
6. When the Series 2000A Bonds shall have been executed, authenticated and registered as required by the Master Indenture and this Second Supplemental Indenture, the Trustee shall deliver the Series 2000A Bonds to or upon the order of the purchasers thereof upon payment to the Trustee of the purchase price of the Series 2000A Bonds. The proceeds of the sale of the Series 2000A Bonds, including accrued interest and premium thereon, if any, shall be immediately paid over to the Trustee, and the Trustee shall deposit and apply such proceeds as provided in Article IV hereof and as provided for by the Master Indenture.

Section 302. Redemption of Series 2000A Bonds. The Series 2000A Bonds shall be subject to redemption as provided in Section 302 of the Master Indenture and as follows:

(a) Redemption of Series 2000A Bonds:

(i) Optional Redemption: The Series 2000A Bonds bearing a Stated Maturity of February 15, _____, and before shall not be subject to redemption prior to their respective Stated Maturities.

The Series 2000A Bonds bearing a Stated Maturity of February 15, _____, and thereafter shall be subject to optional redemption and payment prior to their respective Stated Maturities at the election of the Corporation, upon the direction and instruction by the City, on February 15, _____, and at any time thereafter, as a whole at any time or in part on any Interest Payment Date, and if in part in such order as the Corporation shall determine, upon the direction and instruction by the City in its sole discretion, at the respective redemption prices (expressed as a percentage of principal amount) set forth in the following table, plus accrued interest thereon to the Redemption Date:

Redemption Dates	Redemption Prices
February 15, 200__, through February 14, 200_	%
February 15, 200__, through February 14, 200_ February 15, 200__, and thereafter	

(ii) Mandatory Sinking Fund Redemption: The Series 2000A Bonds bearing a Stated Maturity of February 15, _____, shall be subject to mandatory sinking fund redemption in part, prior to their respective Stated Maturities, at the redemption price of 100% of the principal amount so redeemed plus accrued interest thereon to the Redemption Date, without premium, in the following principal amounts on February 15 of the years specified as follows:

February 15, _____ Term Bond	Redemption Dates	Principal Amount \$
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(Leaving \$ _____ of such Series 2000A February 15, _____ Term Bond to be paid at Stated Maturity on February 15, _____.)

Each year in which such Series 2000A Bonds are to be redeemed pursuant to the terms of this subparagraph (ii), the Trustee shall make timely selection of such Series 2000A Bonds or portions thereof to be so redeemed and shall give notice thereof as provided in Section 303 and 304 of the Master Indenture without further instructions from the Corporation or the City.

At the election of the Corporation, upon direction of and instruction by the City, moneys on deposit in the Bond Fund may be used at any time after February 15, _____, to purchase Series 2000A Bonds maturing on February 15, _____, in the open market at a price not in excess of 100% of the principal amount thereof and to pay interest accrued on such Series 2000A Bonds so purchased at the specified rate thereon to the date of purchase.

Upon the direction of and instruction by the City, the Corporation may, on or before the forty-fifth (45th) day next preceding February 15, in the years _____ to _____, (A) deliver to the Trustee for cancellation Series 2000A Bonds having a Stated Maturity of February 15, _____, in any aggregate principal amount desired, or (B) receive a credit in respect to the mandatory redemption obligation of the Corporation under this Section 302 for any Series 2000A Bonds having a Stated Maturity of February 15, _____, which prior to such date have been purchased or redeemed (other than through the operation of the requirements of this subparagraph (iii) and canceled by the Trustee and not theretofore applied as a credit against the mandatory redemption obligation under this Section 302. Each Series 2000A Bond having a Stated Maturity of February 15, _____, so delivered or previously purchased or redeemed as described in the immediately preceding sentence shall be credited at 100% of the principal amount thereof against the obligation of the Corporation to redeem Series 2000A Bonds on the next succeeding mandatory redemption date pursuant to this Section 302 and any excess of such amount shall be credited on future mandatory redemption obligations for Series 2000A Bonds pursuant to this Section 302 in chronological order. If the Corporation, upon the direction of and instruction by the City, intends to exercise the option granted by clauses (A) or (B) above, the Corporation shall, on or before the forty-fifth (45th) day next preceding each February 15, in the years _____ to _____, inclusive, furnish the Trustee a certificate signed by the Corporation Representative or the City Representative, as the case may be, indicating to what extent said clauses (A) and (B) are to be complied with in respect of such mandatory redemption requirement.

(iii) The Series 2000A Bonds shall be subject to optional redemption by the Corporation, in whole or in part at any time, at the written direction of the City, with the consent of the Credit Provider, to the Corporation and the Trustee not less than 45 days nor more than 60 days prior to the Redemption Date, at a redemption price equal to one-hundred percent (100%) of the principal amount of the Series 2000A Bonds to be redeemed, plus accrued interest, if any, on such Series 2000A Bonds to the Redemption Date, but without premium, in the event that the City exercises its option to prepay all or a portion of the amounts payable pursuant to the Series 2000A Bonds pursuant to casualty, condemnation, changes in law, or certain other events as provided in Section 302 of the Master Indenture from amounts available thereunder.

Section 303. Immobilization of Series 2000A Bonds by the Depository. As described in Section 301 above, the Series 2000A Bonds, upon original issuance, will be issued in book-entry only form and Global Bond Certificates representing all of the Series 2000A Bonds will be delivered by the Corporation to the initial purchasers for deposit with DTC or its agent. The Global Bond Certificates may be in printed or typewritten form or otherwise, as shall be acceptable to DTC and shall be registered in the name of Cede & Co. and held immobilized from circulation at the offices of DTC or its agent on behalf of the initial purchasers and subsequent Holders. DTC will be the sole Holder of record of such Global Bond Certificates and no investor or other party purchasing, selling or otherwise transferring ownership of any Series 2000A Bonds or any interest therein is to receive, hold or deliver any bond certificates as long as DTC holds such Series 2000A Bonds immobilized from circulation.

The Global Bond Certificates evidencing the Series 2000A Bonds may not thereafter be transferred or exchanged except:

(i) To any successor of DTC (or its nominee) or any substitute depository ("substitute depository") designated pursuant to clause (ii) of this subsection, provided that any successor of DTC or any substitute depository must be both a "clearing corporation" as defined in Section 8-102 of the Uniform Commercial Code of the State of Missouri and a qualified and registered "clearing agency" as provided in Section 17A of the Securities Exchange Act of 1934, as amended,

(ii) To a substitute depository designated by the Corporation and acceptable to the City upon (a) the determination by DTC that the Series 2000A Bonds shall no longer be eligible for depository services or (b) a determination by the Corporation that DTC is no longer able to carry out its functions, provided that

any substitute depository must be qualified to act as such, as provided in clause (i) of this subsection, or

(iii) To those persons to whom transfer is requested in written transfer instructions in the event that (a) DTC shall resign or discontinue its services for the Series 2000A Bonds and the Corporation is unable to locate a qualified successor within two months following the resignation or determination of non-eligibility, (b) the Corporation determines that DTC is incapable of discharging its duties and the Corporation is unable to locate a qualified successor within two months following such determination, or (c) upon a determination by the Corporation that the continuation of the book-entry system described herein, which precludes the issuance of certificates to any Holder other than DTC (or its nominee) is no longer in the best interest of the beneficial owners of the Series 2000A Bonds, then the Corporation shall notify the beneficial owner of such resignation or determination and of the availability of Replacement Bonds to beneficial owners of the Series 2000A Bonds requesting the same and the registration, transfer and exchange of such Series 2000A Bonds will be conducted as provided in Section 206 of the Master Indenture.

The Trustee may rely on information from the Depository and its Participants as to the names of the Beneficial Owners of the Series 2000A Bonds, their addresses and principal amounts held.

In the event of a succession of DTC as may be authorized by this Section 303, the Bond Registrar upon its receipt of bond certificates for cancellation shall cause the authentication and delivery of Replacement Bond certificates to the substitute or successor depositories in appropriate denominations and form as approved hereunder and the substitute or successor depository shall be treated as the Depository for all purposes and functions under this Second Supplemental Indenture.

ARTICLE IV

EXECUTION AND DELIVERY OF SERIES 2000A BONDS; APPLICATION OF BOND PROCEEDS

Section 401. Execution and Delivery of Series 2000A Bonds. The President or any Vice President and the Secretary or any Assistant Secretary of the Corporation are hereby authorized and directed to execute the Series 2000A Bonds in the manner provided in the Indenture and to cause the Series 2000A Bonds to be authenticated by the Trustee. The President or any Vice President

of the Corporation and the Secretary or any Assistant Secretary of the Corporation are hereby authorized and directed to prepare and execute such closing documents and instruments as they deem necessary or desirable and to deliver the same to the purchasers of the Series 2000A Bonds. Upon execution and authentication of the Series 2000A Bonds, the Series 2000A Bonds shall be delivered to or upon the order of the purchasers upon payment of the purchase price for the Series 2000A Bonds as provided for in Section 301 hereof.

Section 402. Creation of Series 2000A Bond Fund Account and Project Fund Account. There are hereby created and ordered to be established in the custody of the Trustee within the Bond Fund a separate and distinct account to be designated the "Series 2000A Bond Account." The creation of the "Pledged Revenue Account" in the First Supplemental Indenture is hereby ratified and confirmed. The Pledged Revenue Account shall secure the Series 2000A Bonds on a parity with the Series 1996 Bonds as provided in Section 2 of the Pledge Agreement.

There is hereby created and ordered to be established in the custody of the Trustee within the Project Fund a separate and distinct account to be designated the "Series 2000A Project Account."

Section 403. Application of Proceeds of Series 2000A Bonds. The proceeds of the sale of the Series 2000A Bonds, \$_____ (representing \$_____ principal amount, plus accrued interest of \$_____, less underwriters discount of \$_____ and original issue discount of \$_____) shall be applied as follows:

(a) the sum of \$_____ representing accrued interest on the Series 2000A Bonds, shall be deposited into the Series 2000A Bond Account;

(b) the sum of \$_____ shall be deposited into the Cost of Issuance Fund;

(c) the sum of \$_____ shall be deposited into the Project Fund; and

(d) the sum of \$_____, representing the Debt Service Reserve Fund Requirement for the Series 2000A Bonds, shall be deposited into the Debt Service Reserve Fund.

Any money received by the Trustee from any other source for the purchase, acquisition, construction, installation, and equipping of the Project shall, except as otherwise provided herein or in the Indenture, also be deposited into the Project Fund.

ARTICLE V APPLICATION OF FUNDS

Section 501. Deposits into the Project Fund. Moneys on deposit in the Project Fund shall be used and applied in the manner provided in Section 505 of the Indenture and Article V of the Lease Agreement. The Trustee shall, to the extent there are not other available funds held hereunder, use the remaining funds in the Project Fund to pay principal and interest on the Series 2000A Bonds to the Holders in the event of an Event of Default under Section 901(a) or Section 901(b) of the Indenture.

Moneys on deposit in the Project Fund on the Completion Date, as defined in the Lease Agreement, shall be transferred to the Bond Fund and disbursed as provided in Section 5.7 of the Lease Agreement and Section 506 of the Indenture.

Section 502. Application of Funds with Respect to the Bond Fund and the Pledge Revenues Account. In addition to the deposits pursuant to Section 403 hereof, the Trustee shall deposit into the Series 2000A Bond Account (a) all amounts to be deposited in the Bond Fund pursuant to Section 4.1 and Section 4.2 of the Lease Agreement corresponding to the payments of principal, of, redemption premium, if any, and interest on the Series 2000A Bonds; (b) all interest and other income derived from investments of funds on deposit in the Series 2000A Bond Account; and (c) any amounts on deposit in the Debt Service Reserve Fund in excess of the Debt Service Reserve Fund Requirement pursuant to Section 503 hereof, and (d) all other moneys received by the Trustee which the Trustee is directed to deposit in the Series 2000A Bond Account.

The Trustee shall notify the Corporation and the City in writing fifteen (15) days prior to an Interest Payment Date of the moneys available in the Pledged Revenues Account to pay interest on the Bonds on such upcoming Interest Payment Date. Except as otherwise provided in the Indenture, funds on deposit in the Bond Fund and the Pledged Revenues Account shall be used and applied solely to pay the principal of, redemption premium, if any, and interest on the Bonds. The Trustee shall apply amounts on deposit in the Pledged Revenues Account to pay the principal of, redemption premium, if any, and interest on

the Bonds prior to the application of amounts deposited in the Bond Fund to payment of the same. Any further application of moneys in the Pledged Revenues Account shall be as effectuated pursuant to the Indenture and Section 4 of the Pledge Agreement.

Section 503. Application of Funds With Respect to the Debt Service Reserve Fund. In addition to the deposit pursuant to Section 403 hereof, except as herein otherwise provided, funds on deposit in the Debt Service Reserve Fund shall be used and applied by the Trustee solely to prevent a default in the event moneys on deposit in the Bond Fund (including the Pledged Revenues Account) shall be insufficient to pay the principal of and interest on the Bonds as the same become due. The Trustee may disburse and expend moneys from the Debt Service Reserve Fund whether or not the amount therein equals the Debt Service Reserve Fund Requirement. Moneys on deposit in the Debt Service Reserve Fund may be used to pay Bonds called for redemption or to purchase Bonds in the open market, prior to their Stated Maturity, provided all Bonds at the time Outstanding are called for redemption or purchased and sufficient funds are available therefor. Moneys on deposit in the Debt Service Reserve Fund shall be used to pay and retire the Bonds last becoming due, unless such Bonds and all interest thereon are otherwise paid. So long as the sum on deposit in the Debt Service Reserve Fund shall aggregate an amount equal to the Debt Service Reserve Fund Requirement, no further deposits to said Debt Service Reserve Fund shall be required. If, however, the Trustee is ever required to withdraw funds from the Debt Service Reserve Fund to prevent a default as herein provided and the withdrawal of such funds reduces the amount on deposit in the Debt Service Reserve Fund to less than the Debt Service Reserve Fund Requirement. Section 4.2 of the Lease Agreement, provides that the City shall make up such deficiency by making monthly payments of Additional Rentals, commencing on the first day of the calendar month following the date of such withdrawal and continuing on the first day of each month thereafter, in an amount equal to one-twelfth (1/12) of the maximum amount of such deficiency, until the amount on deposit in the Debt Service Reserve Fund again aggregates a sum equal to the Debt Service Reserve Fund Requirement.

So long as the sum on deposit in the Debt Service Reserve Fund shall aggregate an amount equal to the Debt Service Reserve Fund Requirement, investment earnings on funds on deposit in the Debt Service Reserve Fund shall be deposited into the Bond Fund. If however the sum on deposit in the Debt Service Reserve Fund shall be less than the Debt Service Reserve Fund Requirement investment earnings on funds in the Debt Service Reserve Fund shall remain therein and be applied to reducing such deficiency.

Notwithstanding the foregoing, any of the following may be used in lieu of or as partial substitution for cash in the Debt Service Reserve Fund: an insurance policy, letter of credit, line of credit, guaranty or surety bond or any similar credit or liquidity facility, or any combination thereof which facility shall be obtained from an entity that is rated in one of the two highest rating categories by either Moody's, Fitch or S&P. In the case of the utilization of any cash substitute as described in this paragraph, any moneys remaining in the Debt Service Reserve Fund in excess of the Debt Service Reserve Fund Requirement shall be transferred to the Bond Fund.

Section 504. Valuation of Debt Service Reserve Fund. Permitted Investments in the Debt Service Reserve Fund shall be evaluated at the market value thereof, exclusive of accrued interest, by the Trustee quarterly on January 15, April 15, July 15 and October 15 of each year and the amount on deposit therein determined accordingly. In the event that on any such date of evaluation the amount on deposit in the Debt Service Reserve Fund shall aggregate an amount less than the Debt Service Reserve Fund Requirement (by reason of such evaluation and not by reason of any withdrawal), Section 4.2 of the Lease Agreement provides that the City shall make up such deficiency as Additional Rentals equal to such deficiency no later than the next evaluation date.

After payment in full of the principal of, premium, if any, and interest on the Series 2000A Bonds (or provision has been made for the payment thereof as specified in the Indenture), and the fees, charges and expenses of the Trustee and any Paying Agent and any other amounts required to be paid under the Indenture, the Lease Agreement, and any agreement with respect to Credit Enhancement, if any, all amounts remaining in the Debt Service Reserve Fund shall be paid to the City.

ARTICLE VI BOND FORM

The forms of the Series 2000A Bonds and the Certificate of Authentication thereon shall be in substantially the form set out in Exhibit A hereto.

ARTICLE VII PROVISIONS RELATING TO MUNICIPAL BOND INSURANCE

Section 701. Payment Procedure Pursuant to Municipal Bond Insurance Policy. As long as the Municipal Bond Insurance Policy shall be in full force and effect with respect to the Series 2000A Bonds, the Corporation and the Trustee agree to comply with the following provisions:

(a) At least one (1) day prior to all Interest Payment Dates the Trustee, will determine whether there will be sufficient funds in the Funds and Accounts relating to the Series 2000A Bonds under the Indenture and this Second Supplemental Indenture to pay the principal of or interest on the Series 2000A Bonds on such Interest Payment Date. If the Trustee determines that there will be insufficient funds in such Funds or Accounts, the Trustee shall so notify the Credit Provider. Such notice shall specify the amount of the anticipated deficiency, the Series 2000A Bonds to which such deficiency is applicable and whether such Series 2000A Bonds will be deficient as to principal or interest, or both. If the Trustee has not so notified the Credit Provider at least one (1) day prior to an Interest Payment Date, the Credit Provider will make payments of principal or interest due on the Series 2000A Bonds on or before the first (1st) day next following the date on which the Credit Provider shall have received notice of nonpayment from the Trustee.

(b) The Trustee shall, after giving notice to the Credit Provider as provided in (a) above, make available to the Credit Provider and, at the Credit Provider's direction, to the Insurance Trustee or any successor Insurance Trustee, the registration books of the Corporation maintained by the Trustee and all records relating to the Funds and Accounts relating to the Series 2000A Bonds under the Indenture and this Second Supplemental Indenture.

(c) The Trustee shall provide the Credit Provider and the Insurance Trustee with a list of registered owners of Series 2000A Bonds entitled to receive principal or interest payments from the Credit Provider under the terms of the Municipal Bond Insurance Policy, and shall make arrangements with the Insurance Trustee (i) to mail checks or drafts to the registered owners of Series 2000A Bonds entitled to receive full or partial interest payments from the Credit Provider and (ii) to pay principal upon Series 2000A Bonds surrendered to the Insurance Trustee by the registered owners of Series 2000A Bonds entitled to receive full or partial principal payments from the Credit Provider.

(d) The Trustee shall, at the time it provides notice to the Credit Provider pursuant to (a) above, notify registered owners of Series 2000A Bonds entitled to receive the payment of principal or interest thereon from the Credit Provider (i) as to the fact of such entitlement, (ii) that the Credit Provider will remit to them all or a part of the interest payments next coming due upon proof of Bondholder entitlement to interest payments and delivery to the Insurance Trustee, in form satisfactory to the Insurance Trustee, of an appropriate assignment of the registered owner's right to payment, (iii) that should they be entitled to receive full payment of principal from the Credit Provider, they must surrender their Series 2000A Bonds (along with an appropriate instrument of

assignment in form satisfactory to the Insurance Trustee to permit ownership of such Series 2000A Bonds to be registered in the name of the Credit Provider) for payment to the Insurance Trustee, and not the Trustee and (iv) that should they be entitled to receive partial payment of principal from the Credit Provider, they must surrender their Bonds for payment thereon first to the Trustee, who shall note on such Bonds the portion of the principal paid by the Trustee, and then, along with an appropriate instrument of assignment in form satisfactory to the Insurance Trustee, to the Insurance Trustee, which will then pay the unpaid portion of principal.

(e) In the event that the Trustee has notice that any payment of principal of or interest on a Series 2000A Bond which has become due for payment and which is made to a Bondholder by or on behalf of the Corporation has been deemed a preferential transfer and theretofore recovered from its registered owner pursuant to the United States Bankruptcy Code by a trustee in bankruptcy in accordance with the final, nonappealable order of a court having competent jurisdiction, the Trustee shall, at the time the Credit Provider is notified pursuant to (a) above, notify all registered owners that in the event that any registered owner's payment is so recovered, such registered owner will be entitled to payment from the Credit Provider to the extent of such recovery if sufficient funds are not otherwise available, and the Trustee shall furnish to the Credit Provider its records evidencing the payments of principal of and interest on the Series 2000A Bonds which have made by the Trustee and subsequently recovered from registered owners and the dates on which such payments were made.

(f) In addition to those rights granted the Credit Provider under this Second Supplemental Indenture, the Credit Provider shall, to the extent it makes payment of principal of or interest on Series 2000A Bonds, become subrogated to the rights of the recipients of such payments in accordance with the terms of the Municipal Bond Insurance Policy, and to evidence such subrogation (i) in the case of subrogation as to claims for past due interest, the Trustee shall note the Credit Provider's rights as subrogee on the registration books of the Corporation maintained by the Trustee, upon receipt from the Credit Provider of proof of the payment of interest thereon to the registered owners of the Bonds, and (iii) in the case of subrogation as to claims for past due principal, the Trustee shall note the Credit Provider's rights as subrogee on the registration books of the Corporation maintained by the Trustee, upon surrender of the Series 2000A Bonds by the registered owners thereof together with proof of the payment of principal thereof.

(g) Notwithstanding any, other provisions of this Second Supplemental Indenture, in determining whether the rights of the Bondholders will be adversely affected by any action taken pursuant to the terms and provisions of this Second Supplemental Indenture, the Trustee (or Paying Agent) shall consider the effect on the Bondholders as if there were no Municipal Bond Insurance Policy.

Section 702. Notices to the Credit Provider and Fiscal Agent. Any notice, request, complaint, demand or other paper required by this Second Supplemental Indenture to be given or filed with the Credit Provider shall be addressed as follows:

AMBAC Assurance Corporation,
One State Street Plaza, New York, New York, 10004
Attention: Surveillance Department.

Section 703. Additional Notices to Credit Provider. While the Municipal Bond Insurance Policy is in effect so long as the Credit Provider has not failed to comply with its obligations under the applicable Credit Enhancement, the Corporation or the Trustee, as appropriate, shall furnish to the Credit Provider:

- (a) notice of any draw upon or deficiency due to market fluctuations in the amount, if any, on deposit in the Debt Service Reserve Fund,
- (b) a copy of the financial statement and other records and documents referred to in Section 16.4 of the Lease Agreement at the times specified therein.
- (c) a copy of any notice to be given to the Registered Owners of the Series 2000A Bonds, including, without limitation, notice of any redemption (other than mandatory sinking fund redemption and including the principal amount, maturities and CUSIP numbers thereof) of or defeasance of Series 2000A Bonds, notice of an Event of Default, notice of resignation or removal of Trustee and any certificate rendered pursuant to the Indenture relating to the security for the Series 2000A Bonds; and
- (d) such additional information as it may reasonably request.

The Trustee shall notify the Credit Provider of any failure of the Corporation to provide any notices and certificates required to be delivered to the Trustee hereunder.

The Corporation will permit the Credit Provider to discuss the affairs, finances and accounts of the Corporation or any information the Credit Provider may reasonably request regarding the security for the Series 2000A Bonds with appropriate officers of the Corporation. The Trustee or the Corporation, as appropriate, will permit the Credit Provider to have access to and to make copies of all books, documents and records relating to the Trust Estate, Rentals and other revenues, moneys and receipts derived by the Corporation pursuant to the Lease Agreement and any other books, documents and records related to the Series 2000A Bonds at any reasonable time.

Notwithstanding any other provision of the Indenture, the Trustee shall immediately notify the Credit Provider if at any time there are insufficient moneys to make any payments of principal and/or interest as required and immediately upon the occurrence of any Event of Default under the Indenture.

The Credit Provider shall have the right to direct an accounting at the Corporation's expense, and the Corporation's failure to comply with such direction within thirty (30) days after receipt of written notice of the direction from the Credit Provider shall be deemed a default hereunder; provided, however, that if compliance cannot occur within such period, then such period will be extended so long as compliance is begun within such period and diligently pursued, but only if such extension would not materially adversely affect the interests of any registered owner of the Series 2000A Bonds.

Any sales, substitution, assignments or releases of Property shall require the consent of the Credit Provider.

Section 704. Credit Provider as Sole Holder. For all purposes of Article IX of the Master Indenture, except with respect to the giving of notice of default to Holders, the Credit Provider, if any, shall be deemed to be the sole holder of the Series 2000A Bonds which it has insured or otherwise enhanced for so long as it has not failed to comply with its payment obligations under the applicable Credit Enhancement.

Section 705. Consent of the Credit Provider.

(a) Any provision of this Second Supplemental Indenture expressly recognizing or granting rights in or to the Credit Provider may not be amended in any

manner which affects the rights of the Credit Provider hereunder without the prior written consent of the Credit Provider. Notwithstanding any provision herein contained, the Credit Provider may exercise any rights granted thereto under this Section 705 provided, that, it has not failed to comply with its payment obligations under the applicable Credit Enhancement.

(b) Unless otherwise provided in this Section 705, the Credit Provider's consent shall be required in addition to the Bondholder consent, when required for the following purposes: (i) execution and delivery of any Supplemental Indenture or any amendment, supplement or change to or modification of the Base Lease or the Lease Agreement, (ii) removal of the Trustee and selection and appointment of any successor trustee; and (iii) initiation or approval of any action not described in (i) or (ii) above which requires the consent of Holders of Series 2000A Bonds. Notwithstanding the foregoing, in any instance where the consent of all Holders of Series 2000A Bonds is a prerequisite to any act, such act may not be effectuated solely upon Credit Provider's consent but only upon approval of all Bondholders.

(c) Anything in the Indenture to the contrary notwithstanding, upon the occurrence and continuance of an Event of Default, the Credit Provider shall, so long as it is not in default in its payment obligations under the Municipal Bond Insurance Policy, be entitled to control and direct the enforcement of all rights and remedies granted to the Holders of the Series 2000A Bonds under the Indenture including, without limitation, the right to request the Trustee to pay taxes pursuant to Section 1010 of the Master Indenture, acceleration of the principal of the Series 2000A Bonds pursuant to the Indenture and the right to annul any declaration of acceleration, and, further, the Credit Provider shall also be entitled to approve all waivers of Events of Default.

(d) Upon the occurrence of an Event of Default the Trustee may, with the consent of the Credit Provider, and shall, at the direction of the Credit Provider or 51% of the Bondholders with the consent of the Credit Provider, by written notice to the Corporation and the Credit Provider, declare the principal of the Bonds to be immediately due and payable, whereupon that portion of the principal of the Bonds thereby coming due and the interest thereon accrued to the date of payment shall, without further action, become and be immediately due and payable, anything in the Second Supplemental Indenture or in the Bonds to the contrary notwithstanding.

(e). Any reorganization or liquidation plan with respect to the Corporation or the City must be acceptable to the Credit Provider. In the event of any reorganization or liquidation, the Credit Provider shall have the right to vote on

behalf of all bondholders who hold the Credit Provider-insured bonds absent a default by the Credit Provider under the applicable Municipal Bond Insurance Policy insuring such Bonds.

Section 706. Bonds to Remain Outstanding. In the event that the principal and/or interest due on the Series 2000A Bonds shall be paid by the Credit Provider pursuant to the Municipal Bond Insurance Policy, the Series 2000A Bonds shall remain Outstanding for all purposes, not be defeased or otherwise satisfied and not be considered paid by the Corporation, and the assignment and pledge of the Trust Estate and all covenants, agreements and other obligations of the Corporation to the Holders of Series 2000A Bonds shall continue to exist and shall run to the benefit of the Credit Provider, and the Credit Provider shall be subrogated to the rights of such Registered Owners until the Series 2000A Bonds are paid by the Corporation in accordance with the Indenture.

ARTICLE VIII
MISCELLANEOUS

Section 801. Execution in Counterparts. This Second Supplemental Indenture may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, St. Louis Municipal Finance Corporation has caused this Second Supplemental Indenture to be signed in its name and behalf by its President or Vice President and its corporate seal to be hereunto affixed and attested by its Secretary or Assistant Secretary, and to evidence its acceptance of the trusts hereby created, UMB Bank, N.A. has caused this Second Supplemental Indenture to be signed in its name and behalf by one of its duly authorized officers and its corporate seal to be hereunto affixed and attested by one of its duly authorized officers, all as of the day first above written.

ST. LOUIS MUNICIPAL FINANCE CORPORATION

(SEAL) By: _____

Printed Name: _____

Title: President

ATTEST:

ACKNOWLEDGMENT

STATE OF MISSOURI)

) ss. On this ___ day of January, 2000, before me, the
CITY OF ST. LOUIS) undersigned, a Notary Public, appeared
_____, who, being before me duly sworn, did say he is a
_____ Vice President of UMB BANK, N.A. St. Louis, Missouri, a
national banking association organized and existing under the laws of the
United States of America, and that the seal affixed to the foregoing instrument
is the corporate seal of said trust company, and that said instrument was signed
and sealed in behalf of said trust company by authority of its Board of
Directors, and said officer acknowledged said instrument to be executed for the
purposes therein stated and as the free act and deed of said trust company.

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

Printed Name: _____
Notary Public in and for said State
Commissioned in the City of St. Louis

My commission expires _____.

EXHIBIT A
FORM OF SERIES 2000A BOND

REGISTERED REGISTERED
NUMBER _____ \$ _____

UNITED STATES OF AMERICA

STATE OF MISSOURI

ST. LOUIS MUNICIPAL FINANCE CORPORATION

CITY JUSTICE CENTER LEASEHOLD REVENUE IMPROVEMENT BONDS,

SERIES 2000A

Interest Rate Maturity Date Dated Date CUSIP
____% February 15, _____ January 1, 2000

REGISTERED OWNER: Cede & Co.

PRINCIPAL AMOUNT:

ST. LOUIS MUNICIPAL FINANCE CORPORATION, a nonprofit corporation duly organized and existing under the Missouri Nonprofit Corporation Act (the "Corporation"), for value received, promises to pay, but only from the sources and in the manner hereinafter described, to the Registered Owner identified above, or registered assigns, on the Maturity Date specified above, unless called for redemption prior to maturity, the Principal Amount specified above and to pay interest thereon from said sources at the Interest Rate specified above from the Bond Date specified above, or from the most recent date to which interest has been paid, on February 15 and August 15 in each year beginning August 15, 2000 (each being an "Interest Payment Date"). As provided in the hereinafter defined Indenture, interest on this Bond will be paid to the person in whose name this Bond is registered in the hereinafter defined Bond Register at the close of business on the first day (whether or not a business day) of the calendar month in which the applicable Interest Payment Date occurs (the "Record Date") by check or draft mailed to the Registered Owner hereof at his address as it appears in the Bond Register or in such other manner as is determined in accordance with the Indenture.

Notwithstanding any other provision hereof, this Bond is subject to a book-entry system maintained by The Depository Trust Company ("DTC") and payment of principal and interest, the provision of notices and other matters will be made as described in the Corporation's Letter of Representations to DTC.

Unless this Bond is presented by an authorized representative of DTC to the Corporation or its agent for registration of transfer, exchange or payment, and any Bond issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of DTC and payment is made to Cede & Co., any transfer, pledge, or other use hereof for value or otherwise by or to

any person is wrongful since the Registered Owner hereof, Cede & Co., has an interest herein.

The Principal Amount and redemption premium, if any, are payable by check or draft upon presentation and surrender of this Bond at the principal corporate trust office of UMB Bank, N.A. in Kansas City, Missouri (the "Trustee"). The Principal Amount and interest on this Bond (computed on the basis of a 360-day year consisting of twelve 30-day months) are payable in such coin or currency of the United States of America as at the time of payment is legal tender for the payment of public and private debts.

THIS BOND is one of a duly authorized issue of bonds of the Corporation designated City Justice Center Leasehold Revenue Improvement Bonds, Series 2000A, in the aggregate principal amount of \$_____ (the "Series 2000A Bonds"). The Bonds are being issued to provide funds to the Corporation to enable the Corporation to (i) finance the Costs of completing the City Justice Center, (ii) to fund the Debt Service Reserve Fund; and (iii) to pay Costs of issuance of the Series 2000A Bonds, by the authority of and in full compliance with the provisions, restrictions and limitations of the constitution and statutes of the State of Missouri and the ordinances of the City of St. Louis.

THE BONDS are issued under and are equally and ratably secured, together with the [outstanding City Justice Center Leasehold Revenue Bonds, Series 1996A and the outstanding City Justice Center Leasehold Revenue Improvement and Refunding Bonds, Series 1996B (the "Series 1996B Bonds")], and entitled to the protection given by an Indenture of Trust, dated as of August 1, 1996, as amended and supplemented from time to time in accordance with the provisions thereof including a Second Supplemental Indenture of Trust, dated as of the Dated Date, between the Corporation and the Trustee. Subject to the terms and conditions set forth therein, the Indenture permits the Corporation to issue Additional Bonds (as defined therein) secured by the Indenture without the consent of Bondholders. Reference is hereby made to the Indenture for a description of the property pledged and assigned thereunder, and the provisions, among others, with respect to the nature and extent of the security, the rights, duties and obligations of the Corporation, the Trustee, and the Bondholders, and the terms upon which the Bonds are issued and secured.

THE BONDS are subject to redemption and payment prior to their Stated Maturities by the Corporation, at the option of and upon instructions from the City, on any date upon any of the following conditions or events, provided all of the Bonds and all Additional Bonds, if any, are redeemed and paid according

to their terms: (1) if title to, or the use of, substantially all of the St. Louis Jail Facilities is condemned by any authority having the power of eminent domain; (2) if the Corporation's interest in substantially all of the St. Louis Jail Facilities is found to be deficient or nonexistent to the extent that the St. Louis Jail Facilities are untenable or the efficient utilization of the St. Louis Jail Facilities by the City is impaired; (3) if substantially all of the St. Louis Jail Facilities is damaged or destroyed by fire or other casualty; or (4) if as a result of changes in the constitution of the State of Missouri or of legislative or administrative action by the State of Missouri, or any political subdivision thereof, or by the United States, or by reason of any action instituted in any court, the Lease Agreement shall become void or unenforceable, or impossible of performance without unreasonable delay, or in any other way, by reason of such change of circumstances, unreasonable burdens or excessive liabilities are imposed on the City or the Corporation. The Bonds redeemed as provided in this paragraph shall be redeemed at a redemption price of 100% of the principal amount thereof, plus accrued interest thereon to the date fixed for redemption and payment without a premium.

The Series 2000A Bonds bearing a Stated Maturity of February 15, _____, and before shall not be subject to redemption prior to their respective Stated Maturities. The Series 2000A Bonds bearing a Stated Maturity of February 15, _____, and thereafter shall be subject to optional redemption and payment prior to their respective Stated Maturities at the election of the Corporation, upon the direction and instruction by the City, on February 15, _____, and at any time thereafter, as a whole at any time or in part on any Interest Payment Date, and if in part in such order as the Corporation shall determine, upon the direction and instruction by the City in its sole discretion, at the respective redemption prices (expressed as a percentage of principal amount) set forth in the following table, plus accrued interest thereon to the Redemption Date:

Redemption Dates	Redemption Prices
February 15, 200__, through February 14, 200__	%
February 15, 200__, through February 14, 200_	
February 15, 200__, and thereafter	

The Series 2000A Bonds bearing a Stated Maturity of February 15, _____, shall be subject to mandatory sinking fund redemption in part, prior to their respective Stated Maturities, at the redemption price of 100% of the principal amount so redeemed plus accrued interest thereon to the Redemption Date,

without premium, in the following principal amounts on February 15 of the years specified as follows:

February 15,	Term Bond
Redemption Dates	Principal Amount
\$	

(Leaving \$ _____ of such Series 2000A February 15, _____ Term Bond to be paid at Stated Maturity on February 15, _____.)

(iii) The Series 2000A Bonds shall be subject to optional redemption by the Corporation, in whole or in part at any time, at the written direction of the City with the consent of the Credit Provider, to the Corporation and the Trustee not less than 45 days nor more than 60 days prior to the Redemption Date, at a redemption price equal to one hundred percent (100%) of the principal amount of the Bonds to be redeemed, plus accrued interest, if any, on such Redemption Date, but without premium, in the event that the City exercises its option to prepay all or a portion of the amounts payable pursuant to the Series 2000A Bonds pursuant to casualty, condemnation, changes in law, or certain other events as herein provided in the third paragraph above from amounts available thereunder.

IN THE EVENT any of the Bonds are called for redemption as aforesaid, notice thereof identifying the Bonds to be redeemed will be given by first class mail, postage prepaid, mailed not less than 30 days nor more than 60 days prior to the redemption date to each Registered Owner of Bonds to be redeemed. All Bonds so called for redemption will cease to bear interest on the specified redemption date provided funds or certain securities sufficient for the redemption of such Bonds are on deposit at the place of payment at that time, shall no longer be secured by the Indenture and shall not be deemed to be outstanding under the Indenture.

THE BONDS and the interest thereon are special obligations of the Corporation on a parity with the Outstanding [Series 1996A Bonds and the Series 1996B Bonds], payable solely out of the Rentals and Additional Rentals (both as defined in the Indenture) and certain other revenues, moneys and receipts derived by the Corporation pursuant to the Lease Agreement dated as of the Dated Date between the Corporation and the City and payment made by the City under a Pledge Agreement dated as of August 1, 1996, made by the City in favor of the Trustee which pledges certain state reimbursements for the

housing of prisoners to the payment of debt service on the Bonds, and are secured by a pledge and assignment pursuant to the Indenture of the Trust Estate (as defined in the Indenture) and no incorporator, member, agent, employee, director or officer of the Corporation or the City shall at any time or under any circumstances be individually or personally liable under the Indenture or the Lease Agreement for anything done or omitted to be done by the Corporation thereunder. The Bonds and the interest thereon do not constitute a debt of the City of St. Louis, Missouri, or the State of Missouri, and neither said City nor said State shall be liable thereon, and the Bonds shall not constitute an indebtedness within the meaning of any constitutional or statutory debt limitation or restriction. Pursuant to the Lease Agreement, the City has agreed to make payments sufficient for the prompt payment when due of the principal of, and redemption premium, if any, and interest on, the Bonds, which are to be paid by the City directly to the Trustee for the account of the Corporation, and all Rentals and certain other revenues and receipts under the Lease Agreement (except as reserved therein) have been duly pledged and assigned to the Trustee for that purpose.

THE LEASE AGREEMENT IS SUBJECT ANNUALLY TO THE APPROPRIATION OF RENTALS BY THE CITY. IF THE CITY FAILS TO APPROPRIATE FUNDS FOR RENTALS IN ANY FISCAL YEAR, THEN THE LEASE AGREEMENT SHALL TERMINATE AT THE END OF THE CURRENT FISCAL YEAR FOR WHICH FUNDS HAVE BEEN APPROPRIATED. THE CORPORATION HAS NO TAXING AUTHORITY.

THE REGISTERED OWNER of this Bond shall have no right to enforce the Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any event of default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture. In certain events, on the conditions, in the manner and with the effect set forth in the Indenture, the principal of all the Bonds issued under the Indenture and then outstanding may become or may be declared due and payable before the stated maturity thereof, together with interest accrued thereon. Modifications or alterations of this Bond or the Indenture may be made only to the extent and in the circumstances permitted by the Indenture.

THIS BOND is transferable, as provided in the Indenture, in the Bond Register only upon surrender of this Bond to the Trustee duly endorsed for transfer or accompanied by a written instrument of transfer, in such form as shall be satisfactory to the Trustee duly executed by the Registered Owner hereof or his attorney or legal representative, and thereupon a new Bond or Bonds in the

same aggregate principal amount shall be issued to the transferee in exchange therefor as provided in the Indenture. The Corporation, the Trustee and the Paying Agent may deem and treat the person in whose name this Bond is registered on the Bond Register as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes.

The Bonds are issuable in denominations of Five Thousand Dollars (\$5,000) or integral multiples thereof at their Stated Maturity . The Registered Owner of any Bond or Bonds may surrender the same in exchange for an equal aggregate principal amount of Bonds of any authorized denomination in the manner, subject to the conditions and upon the payment of the charges provided in the Indenture. No service charge shall be made for any transfer or exchange of Bonds, but the Trustee or the Corporation may require payment of any tax or governmental charge in connection therewith.

THIS BOND shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Indenture until the Certificate of Authentication thereon shall have been executed by the Trustee.

IT IS HEREBY CERTIFIED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to and in the execution and delivery of the Indenture and the issuance of this Bond do exist, have happened and have been performed in due time, form and manner as required by law.

IN WITNESS WHEREOF, St. Louis Municipal Finance Corporation has caused this Bond to be executed in its name by the manual signature of its President or Vice President and attested by the manual signature of its Secretary or Assistant Secretary and its corporation seal to be affixed hereto or imprinted or reproduced hereon, all as of the first day of January, 2000.

ST. LOUIS MUNICIPAL FINANCE CORPORATION

By: _____
President

(SEAL)

Attest:

Secretary

CERTIFICATION OF AUTHENTICATION

This Bond is one of the Bonds described in the within mentioned Indenture.

UMB Bank, N.A., as Trustee

By: _____
Authorized Signature

STATEMENT OF INSURANCE

Municipal Bond Insurance Policy No. _____ (the "Policy") with respect to payments due for principal of and interest on this bond has been issued by AMBAC Assurance Corporation ("AMBAC"). The Policy has been delivered to the United States Trust Company of New York, New York, New York, as the Insurance Trustee under said Policy and will be held by such Insurance Trustee or any successor insurance trustee. The Policy is on file and available for inspection at the principal office of the Insurance Trustee and a copy thereof may be secured from AMBAC or the Insurance Trustee. All payments required to be made under the Policy shall be made in accordance with the provisions thereof. The owner of this bond acknowledges and consents to the subrogation rights of AMBAC as more fully set forth in the Policy.

(Assignment)

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

(Please Print or Typewrite Name, Address and Employer Identification Number or Social Security Number of Transferee)

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ Attorney to transfer the within Bond on the Bond Register kept for registration thereof, with full power of substitution in the premises.

Dated: _____

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

Signature Guaranteed by:

(Name of Eligible Guarantor Institution (as defined by SEC Rule 17Ad-15 (17 CFR 240.17Ad-15) or any similar rule which the Bond Registrar deems applicable.

By: _____
Title: _____

EXHIBIT B

ST. LOUIS MUNICIPAL FINANCE CORPORATION

AND

UMB BANK, N.A.

THIRD SUPPLEMENTAL INDENTURE OF TRUST

DATED AS OF JANUARY 1, 2000

[\$AMOUNT]

CITY JUSTICE CENTER

LEASEHOLD REVENUE REFUNDING BONDS,

SERIES 2000B

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THIRD SUPPLEMENTAL INDENTURE OF TRUST

THIS THIRD SUPPLEMENTAL INDENTURE OF TRUST (herein sometimes referred to as the "Third Supplemental Indenture"), made and entered into as of the Dated Date, by and between ST. LOUIS MUNICIPAL FINANCE CORPORATION, a nonprofit corporation duly organized and existing under the Missouri Nonprofit Corporation Act (the "Corporation"), and UMB BANK, N.A., St. Louis, Missouri, a national banking association duly organized and existing and authorized to accept and execute trusts of the character herein set out under the laws of the United States of America, and having its principal corporate trust office located in the City of Kansas City, Missouri, as trustee (the "Trustee"), in conjunction with and supplementing the Indenture of Trust between the Corporation and the Trustee, dated as of August 1, 1996 (the "Master Indenture"). (The Master Indenture, the First Supplemental Indenture, the Second Supplemental Indenture and the Third Supplemental Indenture are referred to hereinafter collectively as the "Indenture."),

WITNESSETH:

WHEREAS, the Corporation has heretofore issued its Leasehold Revenue Improvement Bonds, Series 1996A, dated as of August 1, 1996 (the "Series 1996A Bonds") and its Leasehold Revenue Improvement and Refunding Bonds, Series 1996B, dated as of August 1, 1996 (the "Series 1996B Bonds" and together with the Series 1996A Bonds, the "Series 1996 Bonds") to finance, among other things, the costs of the Project, including the St. Louis Jail Facilities; and

WHEREAS, the City has authorized and directed the Corporation to issue its City Justice Center Leasehold Revenue Refunding Bonds, Series 2000B (the "Series 2000B Bonds") if market conditions warrant, (i) to finance the refunding of the Refunded Bonds; (ii) to fund the Debt Service Reserve Fund; and (iii) to pay Costs of issuance of the Series 2000B Bonds; and

WHEREAS, the Corporation proposes to issue the Series 2000B Bonds; and, in connection with the authorization and issuance of the Series 2000B Bonds it is necessary that the Corporation and the Trustee enter into this Third Supplemental Indenture to provide certain terms and details relating to the Series 2000B Bonds;

NOW, THEREFORE, THIS THIRD SUPPLEMENTAL INDENTURE WITNESSETH, that in order to describe certain terms and details relating to the Series 2000B Bonds and in consideration of the premises and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Corporation and the Trustee agree for the benefit of the Bondholders, as follows:

ARTICLE I DEFINITIONS

Section 101. Definitions. Capitalized words and terms used but not defined herein shall have the same meanings as such terms are given in Section 101 of the Master Indenture as amended and supplemented. In addition to words and terms defined in the Master Indenture, the capitalized terms used in this Third Supplemental Indenture shall have the following meanings:

"Base Lease" means the Base Lease, between the City and the Corporation, dated as of August 1, 1996, as amended and supplemented by the First Supplemental Base Lease.

"Credit Provider" means AMBAC Assurance Corporation, or any successor thereto.

"Dated Date," with respect to the Series 2000B Bonds, shall mean [January 1], 2000, or such other date as may be approved by the parties signatory thereto.

"Depository" or "DTC" means Depository Trust Company, New York, New York, a limited purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934, and its successors and assigns.

"Escrow Account" means the account by that name created pursuant to the Escrow Agreement."

"Global Bond Certificates" means one or more bond certificates of the Corporation, each certificate representing the entire principal amount of the Bonds due on a particular Stated Maturity, immobilized from general circulation in the Depository.

"Insurance Trustee" means United States Trust Company of New York, New York, or any successor duly appointed by the Credit Provider.

"Interest Payment Date" shall mean February 15 and August 15 of each year as long as the Bonds remain Outstanding, beginning August 15, 2000.

"Lease Agreement" means the Lease Purchase Agreement, between the Corporation and the City, dated as of August 1, 1996, as amended and supplemented by the First Supplemental Lease Agreement.

"Municipal Bond Insurance Policy" shall mean the municipal bond insurance policy issued by the Credit Provider insuring the payment when due of the principal of and interest on the Bonds as provided therein.

"Ordinance" means Ordinance No. 64652 of the City enacted on June 4, 1999, as amended and restated by Ordinance No. _____, enacted on _____, 1999, which authorized, among other things, the issuance, sale and delivery of the City Justice Center Leasehold Revenue Refunding Bonds, Series 2000B, in accordance with the Indenture and this Supplemental Indenture, and any amendments or supplements thereto.

"Participants" means those financial institutions for whom the Depository effects book-entry transfers and pledges of securities deposited with the Depository.

"Paying Agent" means the Trustee.

"Pledged Revenues Account" means the account by that name created pursuant to the First Supplemental Indenture.

"Principal Payment Date" means February 15 of each year as long as the Bonds remain Outstanding beginning February 15, 2001.

"Record Date" means with respect to any Interest Payment Date the first day (whether or not a business day) of the calendar month in which such Interest Payment Date occurs.

"Refunded Bonds" means the Series 1996A Bonds maturing February 15, _____, and thereafter, and the Series 1996B Bonds maturing February 15, _____, and thereafter.

"Replacement Bonds" means the Bonds authenticated and delivered by the Bond Registrar pursuant to Section 301 hereof and Section 206 of the Master Indenture.

"Series 1996A Bonds" means the City Justice Center Leasehold Revenue Improvement Bonds, Series 1996A.

"Series 1996B Bonds" means the City Justice Center Leasehold Revenue Improvement and Refunding Bonds, Series 1996B.

"Series 2000B Bonds" means the City Justice Center Leasehold Revenue Refunding Bonds, Series 2000B, authorized by Article II of this Third Supplemental Indenture.

Section 102. Authority for this Third Supplemental Indenture. This Third Supplemental Indenture is authorized pursuant to the provisions of and in accordance with Article II and Article XI of the Master Indenture.

ARTICLE II

AUTHORIZATION AND PURPOSE OF SERIES 2000B BONDS

Section 201. Authorization, Principal Amount and Series Designation. Pursuant to the provisions of the Indenture, one or more series of Bonds entitled to the benefit, protection and security of the Indenture are hereby authorized in the aggregate principal amount of _____ Million Dollars (\$_____). Such Bonds shall be designated as, and shall be distinguished from the Bonds of all other Series by the title, "City Justice Center Leasehold Revenue Refunding Bonds, Series 2000B." The proceeds of the Series 2000B Bonds shall be used (i) to refund the Refunded Bonds, (ii) to fund the Debt Service Reserve Fund and (iii) to pay costs of issuance for the Series 2000B Bonds. The Series 2000B Bonds are issuable in denominations of Five Thousand Dollars (\$5,000) or integral multiples thereof.

ARTICLE III THE SERIES 2000B BONDS

Section 301. Description of the Series 2000B Bonds and Designation of Paying Agent and Bond Registrar.

1. The Series 2000B Bonds, upon original issuance, are to be issued in book-entry-only form, with a single Global Bond Certificate for each Stated Maturity of Series 2000B Bonds to be delivered by the Corporation to or upon the order of the initial purchasers for deposit with the Depository or its agent. The Series 2000B Bonds shall be registered on the Bond Register in the name of Cede & Co., as nominee of the Depository. No beneficial owners will receive certificates representing their respective interests in the Series 2000B Bonds except in the event that the Corporation issues Replacement Bonds, as provided herein. During the term of the Series 2000B Bonds, ownership and subsequent transfers of ownership will be reflected by book-entry on the records of the Depository and its Participants and payment of principal of, and redemption premium, if any, and interest on, the Series 2000B Bonds will be made by the Paying Agent to the Depository on behalf of the beneficial owners of the Series 2000B Bonds until and unless the Bond Registrar authenticates and delivers Replacement Bonds") to the beneficial owners of the Series 2000B Bonds or their nominees as described in Section 303 hereof. Global Bond Certificates evidencing the Series 2000B Bonds may not be transferred or exchanged except as provided in Section 303 hereof and Section 206 of the Master Indenture.

2. The Series 2000B Bonds shall be dated the Dated Date, and shall be in denominations of five thousand dollars (\$5,000) or any integral multiple thereof not exceeding the principal amount of Series 2000B Bonds becoming

due on the Stated Maturity of such Bond. The Series 2000B Bonds shall have the Stated Maturities and shall bear interest at the rates as follows:

SERIES 2000B BONDS

SERIAL BONDS

STATED MATURITY PRINCIPAL AMOUNT INTEREST RATE

FEBRUARY 15 2001 \$ % 2002 % 2003 % 2004 % 2005 % 2006 % 2007 %
2008 % 2009 % 2010 % 2011 % 2012 % 2013 % 2014 % 2015 % 2016 % 2017
% 2018 % 2019 %

SERIES 2000B BONDS

TERM BONDS

STATED MATURITY PRINCIPAL AMOUNT INTEREST RATE

The Series 2000B Bonds shall bear interest from the most recent Interest Payment Date to which interest has been paid in full or, if no interest has been paid, from the Dated Date. Interest on the Series 2000B Bonds shall be payable semiannually each Interest Payment Date.

3. The Trustee is hereby designated as the Corporation's Paying Agent for the payment of the principal of, and redemption premium, if any, and interest on, the Series 2000B Bonds and as Bond Registrar.
4. The Series 2000B Bonds shall be numbered sequentially for each series from one upward or in such manner as the Trustee shall direct. After delivery of the Series 2000B Bonds the Trustee shall file with the Corporation a record of the numbers assigned to such Series 2000B Bonds upon the initial delivery thereof.
5. The Series 2000B Bonds shall be executed substantially in the form and manner as provided in this Article VI and delivered to the Trustee for authentication.
6. When the Series 2000B Bonds shall have been executed, authenticated and registered as required by the Master Indenture and this Third Supplemental Indenture, the Trustee shall deliver the Series 2000B Bonds to or upon the order of the purchasers thereof upon payment to the Trustee of the purchase price of the Series 2000B Bonds. The proceeds of the sale of the Series 2000B Bonds, including accrued interest and premium thereon, if any, shall be

immediately paid over to the Trustee, and the Trustee shall deposit and apply such proceeds as provided in Article IV hereof and as provided for by the Master Indenture.

Section 302. Redemption of Series 2000B Bonds. The Series 2000B Bonds shall be subject to redemption as provided in Section 302 of the Master Indenture and as follows:

(a) Redemption of Series 2000B Bonds:

(i) Optional Redemption: The Series 2000B Bonds bearing a Stated Maturity of February 15, _____, and before shall not be subject to redemption prior to their respective Stated Maturities. The Series 2000B Bonds bearing a Stated Maturity of February 15, _____, and thereafter shall be subject to optional redemption and payment prior to their respective Stated Maturities at the election of the Corporation, upon the direction and instruction by the City, on February 15, _____, and at any time thereafter, as a whole at any time or in part on any Interest Payment Date, and if in part in such order as the Corporation shall determine, upon the direction and instruction by the City in its sole discretion, at the respective redemption prices (expressed as a percentage of principal amount) set forth in the following table, plus accrued interest thereon to the Redemption Date:

Redemption Dates	Redemption Prices
February 15, 200__, through February 14, 200__	%
February 15, 200__, through February 14, 200_ February 15, 200__, and thereafter	

(ii) Mandatory Sinking Fund Redemption: The Series 2000B Bonds bearing a Stated Maturity of February 15, _____, shall be subject to mandatory sinking fund redemption in part, prior to their respective Stated Maturities, at the redemption price of 100% of the principal amount so redeemed plus accrued interest thereon to the Redemption Date, without premium, in the following principal amounts on February 15 of the years specified as follows:

February 15, _____	Term Bond
Redemption Dates	Principal Amount
\$	

(Leaving \$ _____ of such Series 2000B February 15, _____ Term Bond to be paid at Stated Maturity on February 15, _____.)

Each year in which such Series 2000B Bonds are to be redeemed pursuant to the terms of this subparagraph (ii), the Trustee shall make timely selection of such Series 2000B Bonds or portions thereof to be so redeemed and shall give notice thereof as provided in Section 303 and 304 of the Master Indenture without further instructions from the Corporation or the City.

At the election of the Corporation, upon direction of and instruction by the City, moneys on deposit in the Bond Fund may be used at any time after February 15, _____, to purchase Series 2000B Bonds maturing on February 15, _____ in the open market at a price not in excess of 100% of the principal amount thereof and to pay interest accrued on such Series 2000B Bonds so purchased at the specified rate thereon to the date of purchase.

(iii) Upon the direction of and instruction by the City, the Corporation may, on or before the forty-fifth (45th) day next preceding February 15, in the years _____ to _____, (A) deliver to the Trustee for cancellation Series 2000B Bonds having a Stated Maturity of February 15, _____, in any aggregate principal amount desired, or (B) receive a credit in respect to the mandatory redemption obligation of the Corporation under this Section 302 for any Series 2000B Bonds having a Stated Maturity of February 15, _____, which prior to such date have been purchased or redeemed (other than through the operation of the requirements of this subparagraph (iii) and canceled by the Trustee and not theretofore applied as a credit against the mandatory redemption obligation under this Section 302. Each Series 2000B Bond having a Stated Maturity of February 15, _____, so delivered or previously purchased or redeemed as described in the immediately preceding sentence shall be credited at 100% of the principal amount thereof against the obligation of the Corporation to redeem Series 2000B Bonds on the next succeeding mandatory redemption date pursuant to this Section 302 and any excess of such amount shall be credited on future mandatory redemption obligations for Series 2000B Bonds pursuant to this Section 302 in chronological order. If the Corporation, upon the direction of and instruction by the City, intends to exercise the option granted by clauses (A) or (B) above, the Corporation shall, on or before the forty-fifth (45th) day next preceding each February 15, in the years _____ to _____, inclusive, furnish the Trustee a certificate signed by the Corporation Representative or the City Representative, as the case may be, indicating to what extent said clauses

(A) and (B) are to be complied with in respect of such mandatory redemption requirement.

(iv) The Series 2000B Bonds shall be subject to optional redemption by the Corporation, in whole or in part at any time, at the written direction of the City, with the consent of the Credit Provider, to the Corporation and the Trustee not less than 45 days nor more than 60 days prior to the Redemption Date, at a redemption price equal to one-hundred percent (100%) of the principal amount of the Series 2000B Bonds to be redeemed, plus accrued interest, if any, on such Series 2000B Bonds to the Redemption Date, but without premium, in the event that the City exercises its option to prepay all or a portion of the amounts payable pursuant to the Series 2000B Bonds pursuant to casualty, condemnation, changes in law, or certain other events as provided in Section 302 of the Master Indenture from amounts available thereunder.

Section 303. Immobilization of Series 2000B Bonds by the Depository. As described in Section 301 above, the Series 2000B Bonds, upon original issuance, will be issued in book-entry only form and Global Bond Certificates representing all of the Series 2000B Bonds will be delivered by the Corporation to the initial purchasers for deposit with DTC or its agent. The Global Bond Certificates may be in printed or typewritten form or otherwise, as shall be acceptable to DTC and shall be registered in the name of Cede & Co. and held immobilized from circulation at the offices of DTC or its agent on behalf of the initial purchasers and subsequent Holders. DTC will be the sole Holder of record of such Global Bond Certificates and no investor or other party purchasing, selling or otherwise transferring ownership of any Series 2000B Bonds or any interest therein is to receive, hold or deliver any bond certificates as long as DTC holds such Series 2000B Bonds immobilized from circulation.

The Global Bond Certificates evidencing the Series 2000B Bonds may not thereafter be transferred or exchanged except:

(i) To any successor of DTC (or its nominee) or any substitute depository ("substitute depository") designated pursuant to clause (ii) of this subsection, provided that any successor of DTC or any substitute depository must be both a "clearing corporation" as defined in Section 8-102 of the Uniform Commercial Code of the State of Missouri and a qualified and registered "clearing agency" as provided in Section 17A of the Securities Exchange Act of 1934, as amended,

(ii) To a substitute depository designated by the Corporation and acceptable to the City upon (a) the determination by DTC that the Series 2000B Bonds shall no longer be eligible for depository services or (b) a determination by the Corporation that DTC is no longer able to carry out its functions, provided that any substitute depository must be qualified to act as such, as provided in clause (i) of this subsection, or

(iii) To those persons to whom transfer is requested in written transfer instructions in the event that (a) DTC shall resign or discontinue its services for the Series 2000B Bonds and the Corporation is unable to locate a qualified successor within two months following the resignation or determination of non-eligibility, (b) the Corporation determines that DTC is incapable of discharging its duties and the Corporation is unable to locate a qualified successor within two months following such determination, or (c) upon a determination by the Corporation that the continuation of the book-entry system described herein, which precludes the issuance of certificates to any Holder other than DTC (or its nominee) is no longer in the best interest of the beneficial owners of the Series 2000B Bonds, then the Corporation shall notify the beneficial owner of such resignation or determination and of the availability of Replacement Bonds to beneficial owners of the Series 2000B Bonds requesting the same and the registration, transfer and exchange of such Series 2000B Bonds will be conducted as provided in Section 206 of the Master Indenture.

The Trustee may rely on information from the Depository and its Participants as to the names of the Beneficial Owners of the Series 2000B Bonds, their addresses and principal amounts held.

In the event of a succession of DTC as may be authorized by this Section 303, the Bond Registrar upon its receipt of bond certificates for cancellation shall cause the authentication and delivery of Replacement Bond certificates to the substitute or successor depositories in appropriate denominations and form as approved hereunder and the substitute or successor depository shall be treated as the Depository for all purposes and functions under this Third Supplemental Indenture.

ARTICLE IV

EXECUTION AND DELIVERY OF SERIES 2000B BONDS; APPLICATION OF BOND PROCEEDS

Section 401. Execution and Delivery of Series 2000B Bonds. The President or any Vice President and the Secretary or any Assistant Secretary of the Corporation are hereby authorized and directed to execute the Series 2000B Bonds in the manner provided in the Indenture and to cause the Series 2000B Bonds to be authenticated by the Trustee. The President or any Vice President of the Corporation and the Secretary or any Assistant Secretary of the Corporation are hereby authorized and directed to prepare and execute such closing documents and instruments as they deem necessary or desirable and to deliver the same to the purchasers of the Series 2000B Bonds. Upon execution and authentication of the Series 2000B Bonds, the Series 2000B Bonds shall be delivered to or upon the order of the purchasers upon payment of the purchase price for the Series 2000B Bonds as provided for in Section 301 hereof.

Section 402. Creation of Series 2000B Bond Fund Account and Project Fund Account. There are hereby created and ordered to be established in the custody of the Trustee within the Bond Fund a separate and distinct account to be designated the "Series 2000B Bond Account." The creation of the "Pledged Revenue Account" in the First Supplemental Indenture is hereby ratified and confirmed. The Pledged Revenue Account shall secure the Series 2000B Bonds on a parity with the Series 1996 Bonds and the Series 2000A Bonds as provided in Section 2 of the Pledge Agreement.

Section 403. Application of Proceeds of Series 2000B Bonds. The proceeds of the sale of the Series 2000B Bonds, \$_____ (representing \$_____ principal amount, plus accrued interest of \$_____, less underwriters discount of \$_____ and original issue discount of \$_____) shall be applied as follows:

(a) the sum of \$_____ representing accrued interest on the Series 2000B Bonds, shall be deposited into the Series 2000B Bond Account;

(b) the sum of \$_____ shall be deposited into the Cost of Issuance Fund;

(c) the sum of \$_____, representing the Debt Service Reserve Fund Requirement for the Series 2000B Bonds, shall be deposited into the Debt Service Reserve Fund.

(d) the sum of \$_____ shall be delivered by the Trustee to the Escrow Agent for deposit into the Escrow Account.

ARTICLE V APPLICATION OF FUNDS

Section 501. Deposits into the Escrow Fund. Moneys on deposit in the Escrow Fund shall be used and applied in the manner provided in Escrow Agreement

Section 502. Application of Funds with Respect to the Bond Fund and the Pledge Revenues Account. In addition to the deposits pursuant to Section 403 hereof, the Trustee shall deposit into the Series 2000B Bond Account (a) all amounts to be deposited in the Bond Fund pursuant to Section 4.1 and Section 4.2 of the Lease Agreement corresponding to the payments of principal, of, redemption premium, if any, and interest on the Series 2000B Bonds; (b) all interest and other income derived from investments of funds on deposit in the Series 2000B Bond Account; and (c) any amounts on deposit in the Debt Service Reserve Fund in excess of the Debt Service Reserve Fund Requirement pursuant to Section 503 hereof, and (d) all other moneys received by the Trustee which the Trustee is directed to deposit in the Series 2000B Bond Account.

The Trustee shall notify the Corporation and the City in writing fifteen (15) days prior to an Interest Payment Date of the moneys available in the Pledged Revenues Account to pay interest on the Bonds on such upcoming Interest Payment Date. Except as otherwise provided in the Indenture, funds on deposit in the Bond Fund and the Pledged Revenues Account shall be used and applied solely to pay the principal of, redemption premium, if any, and interest on the Bonds. The Trustee shall apply amounts on deposit in the Pledged Revenues Account to pay the principal of, redemption premium, if any, and interest on the Bonds prior to the application of amounts deposited in the Bond Fund to payment of the same. Any further application of moneys in the Pledged Revenues Account shall be as effectuated pursuant to the Indenture and Section 4 of the Pledge Agreement.

Section 503. Application of Funds With Respect to the Debt Service Reserve Fund. In addition to the deposit pursuant to Section 403 hereof, except as herein otherwise provided, funds on deposit in the Debt Service Reserve Fund shall be used and applied by the Trustee solely to prevent a default in the event moneys on deposit in the Bond Fund (including the Pledged Revenues Account) shall be insufficient to pay the principal of and interest on the Bonds as the same become due. The Trustee may disburse and expend moneys from the Debt Service Reserve Fund whether or not the amount therein equals the Debt Service Reserve Fund Requirement. Moneys on deposit in the Debt Service Reserve Fund may be used to pay Bonds called for redemption or to

purchase Bonds in the open market, prior to their Stated Maturity, provided all Bonds at the time Outstanding are called for redemption or purchased and sufficient funds are available therefor. Moneys on deposit in the Debt Service Reserve Fund shall be used to pay and retire the Bonds last becoming due, unless such Bonds and all interest thereon are otherwise paid.

So long as the sum on deposit in the Debt Service Reserve Fund shall aggregate an amount equal to the Debt Service Reserve Fund Requirement, no further deposits to said Debt Service Reserve Fund shall be required. If, however, the Trustee is ever required to withdraw funds from the Debt Service Reserve Fund to prevent a default as herein provided and the withdrawal of such funds reduces the amount on deposit in the Debt Service Reserve Fund to less than the Debt Service Reserve Fund Requirement. Section 4.2 of the Lease Agreement, provides that the City shall make up such deficiency by making monthly payments of Additional Rentals, commencing on the first day of the calendar month following the date of such withdrawal and continuing on the first day of each month thereafter, in an amount equal to one-twelfth (1/12) of the maximum amount of such deficiency, until the amount on deposit in the Debt Service Reserve Fund again aggregates a sum equal to the Debt Service Reserve Fund Requirement.

So long as the sum on deposit in the Debt Service Reserve Fund shall aggregate an amount equal to the Debt Service Reserve Fund Requirement, investment earnings on funds on deposit in the Debt Service Reserve Fund shall be deposited into the Bond Fund. If however the sum on deposit in the Debt Service Reserve Fund shall be less than the Debt Service Reserve Fund Requirement investment earnings on funds in the Debt Service Reserve Fund shall remain therein and be applied to reducing such deficiency.

Notwithstanding the foregoing, any of the following may be used in lieu of or as partial substitution for cash in the Debt Service Reserve Fund: an insurance policy, letter of credit, line of credit, guaranty or surety bond or any similar credit or liquidity facility, or any combination thereof which facility shall be obtained from an entity that is rated in one of the two highest rating categories by either Moody's, Fitch or S&P. In the case of the utilization of any cash substitute as described in this paragraph, any moneys remaining in the Debt Service Reserve Fund in excess of the Debt Service Reserve Fund Requirement shall be transferred to the Bond Fund.

Section 504. Valuation of Debt Service Reserve Fund. Permitted Investments in the Debt Service Reserve Fund shall be evaluated at the market value thereof, exclusive of accrued interest, by the Trustee quarterly on January 15, April 15,

July 15 and October 15 of each year and the amount on deposit therein determined accordingly. In the event that on any such date of evaluation the amount on deposit in the Debt Service Reserve Fund shall aggregate an amount less than the Debt Service Reserve Fund Requirement (by reason of such evaluation and not by reason of any withdrawal), Section 4.2 of the Lease Agreement provides that the City shall make up such deficiency as Additional Rentals equal to such deficiency no later than the next evaluation date.

After payment in full of the principal of, premium, if any, and interest on the Series 2000B Bonds (or provision has been made for the payment thereof as specified in the Indenture), and the fees, charges and expenses of the Trustee and any Paying Agent and any other amounts required to be paid under the Indenture, the Lease Agreement, and any agreement with respect to Credit Enhancement, if any, all amounts remaining in the Debt Service Reserve Fund shall be paid to the City.

ARTICLE VI BOND FORM

The forms of the Series 2000B Bonds and the Certificate of Authentication thereon shall be in substantially the form set out in Exhibit A hereto.

ARTICLE VII PROVISIONS RELATING TO MUNICIPAL BOND INSURANCE

Section 701. Payment Procedure Pursuant to Municipal Bond Insurance Policy. As long as the Municipal Bond Insurance Policy shall be in full force and effect with respect to the Series 2000B Bonds, the Corporation and the Trustee agree to comply with the following provisions:

(a) At least one (1) day prior to all Interest Payment Dates the Trustee, will determine whether there will be sufficient funds in the Funds and Accounts relating to the Series 2000B Bonds under the Indenture and this Third Supplemental Indenture to pay the principal of or interest on the Series 2000B Bonds on such Interest Payment Date. If the Trustee determines that there will be insufficient funds in such Funds or Accounts, the Trustee shall so notify the Credit Provider. Such notice shall specify the amount of the anticipated deficiency, the Series 2000B Bonds to which such deficiency is applicable and whether such Series 2000B Bonds will be deficient as to principal or interest, or both. If the Trustee has not so notified the Credit Provider at least one (1) day prior to an Interest Payment Date, the Credit Provider will make payments of principal or interest due on the Series 2000B Bonds on or before the first (1st)

day next following the date on which the Credit Provider shall have received notice of nonpayment from the Trustee.

(b) The Trustee shall, after giving notice to the Credit Provider as provided in (a) above, make available to the Credit Provider and, at the Credit Provider's direction, to the Insurance Trustee or any successor Insurance Trustee, the registration books of the Corporation maintained by the Trustee and all records relating to the Funds and Accounts relating to the Series 2000B Bonds under the Indenture and this Third Supplemental Indenture.

(c) The Trustee shall provide the Credit Provider and the Insurance Trustee with a list of registered owners of Series 2000B Bonds entitled to receive principal or interest payments from the Credit Provider under the terms of the Municipal Bond Insurance Policy, and shall make arrangements with the Insurance Trustee (i) to mail checks or drafts to the registered owners of Series 2000B Bonds entitled to receive full or partial interest payments from the Credit Provider and (ii) to pay principal upon Series 2000B Bonds surrendered to the Insurance Trustee by the registered owners of Series 2000B Bonds entitled to receive full or partial principal payments from the Credit Provider.

(d) The Trustee shall, at the time it provides notice to the Credit Provider pursuant to (a) above, notify registered owners of Series 2000B Bonds entitled to receive the payment of principal or interest thereon from the Credit Provider (i) as to the fact of such entitlement, (ii) that the Credit Provider will remit to them all or a part of the interest payments next coming due upon proof of Bondholder entitlement to interest payments and delivery to the Insurance Trustee, in form satisfactory to the Insurance Trustee, of an appropriate assignment of the registered owner's right to payment, (iii) that should they be entitled to receive full payment of principal from the Credit Provider, they must surrender their Series 2000B Bonds (along with an appropriate instrument of assignment in form satisfactory to the Insurance Trustee to permit ownership of such Series 2000B Bonds to be registered in the name of the Credit Provider) for payment to the Insurance Trustee, and not the Trustee and (iv) that should they be entitled to receive partial payment of principal from the Credit Provider, they must surrender their Bonds for payment thereon first to the Trustee, who shall note on such Bonds the portion of the principal paid by the Trustee, and then, along with an appropriate instrument of assignment in form satisfactory to the Insurance Trustee, to the Insurance Trustee, which will then pay the unpaid portion of principal.

(e) In the event that the Trustee has notice that any payment of principal or interest on a Series 2000B Bond which has become due for payment and which

is made to a Bondholder by or on behalf of the Corporation has been deemed a preferential transfer and theretofore recovered from its registered owner pursuant to the United States Bankruptcy Code by a trustee in bankruptcy in accordance with the final, nonappealable order of a court having competent jurisdiction, the Trustee shall, at the time the Credit Provider is notified pursuant to (a) above, notify all registered owners that in the event that any registered owner's payment is so recovered, such registered owner will be entitled to payment from the Credit Provider to the extent of such recovery if sufficient funds are not otherwise available, and the Trustee shall furnish to the Credit Provider its records evidencing the payments of principal of and interest on the Series 2000B Bonds which have made by the Trustee and subsequently recovered from registered owners and the dates on which such payments were made.

(f) In addition to those rights granted the Credit Provider under this Third Supplemental Indenture, the Credit Provider shall, to the extent it makes payment of principal of or interest on Series 2000B Bonds, become subrogated to the rights of the recipients of such payments in accordance with the terms of the Municipal Bond Insurance Policy, and to evidence such subrogation (i) in the case of subrogation as to claims for past due interest, the Trustee shall note the Credit Provider's rights as subrogee on the registration books of the Corporation maintained by the Trustee, upon receipt from the Credit Provider of proof of the payment of interest thereon to the registered owners of the Bonds, and (iii) in the case of subrogation as to claims for past due principal, the Trustee shall note the Credit Provider's rights as subrogee on the registration books of the Corporation maintained by the Trustee, upon surrender of the Series 2000B Bonds by the registered owners thereof together with proof of the payment of principal thereof.

(g) Notwithstanding any, other provisions of this Third Supplemental Indenture, in determining whether the rights of the Bondholders will be adversely affected by any action taken pursuant to the terms and provisions of this Third Supplemental Indenture, the Trustee (or Paying Agent) shall consider the effect on the Bondholders as if there were no Municipal Bond Insurance Policy.

Section 702. Notices to the Credit Provider and Fiscal Agent. Any notice, request, complaint, demand or other paper required by this Third Supplemental Indenture to be given or filed with the Credit Provider shall be addressed as follows:

AMBAC Assurance Corporation,
One State Street Plaza, New York, New York, 10004
Attention: Surveillance Department.

Section 703. Additional Notices to Credit Provider. While the Municipal Bond Insurance Policy is in effect so long as the Credit Provider has not failed to comply with its obligations under the applicable Credit Enhancement, the Corporation or the Trustee, as appropriate, shall furnish to the Credit Provider:

- (a) notice of any draw upon or deficiency due to market fluctuations in the amount, if any, on deposit in the Debt Service Reserve Fund,
- (b) a copy of the financial statement and other records and documents referred to in Section 16.4 of the Lease Agreement at the times specified therein.
- (c) a copy of any notice to be given to the Registered Owners of the Series 2000B Bonds, including, without limitation, notice of any redemption (other than mandatory sinking fund redemption and including the principal amount, maturities and CUSIP numbers thereof) of or defeasance of Series 2000B Bonds, notice of an Event of Default, notice of resignation or removal of Trustee and any certificate rendered pursuant to the Indenture relating to the security for the Series 2000B Bonds; and
- (d) such additional information as it may reasonably request.

The Trustee shall notify the Credit Provider of any failure of the Corporation to provide any notices and certificates required to be delivered to the Trustee hereunder.

The Corporation will permit the Credit Provider to discuss the affairs, finances and accounts of the Corporation or any information the Credit Provider may reasonably request regarding the security for the Series 2000B Bonds with appropriate officers of the Corporation. The Trustee or the Corporation, as appropriate, will permit the Credit Provider to have access to and to make copies of all books, documents and records relating to the Trust Estate, Rentals and other revenues, moneys and receipts derived by the Corporation pursuant to the Lease Agreement and any other books, documents and records related to the Series 2000B Bonds at any reasonable time.

Notwithstanding any other provision of the Indenture, the Trustee shall immediately notify the Credit Provider if at any time there are insufficient moneys to make any payments of principal and/or interest as required and immediately upon the occurrence of any Event of Default under the Indenture.

The Credit Provider shall have the right to direct an accounting at the Corporation's expense, and the Corporation's failure to comply with such direction within thirty (30) days after receipt of written notice of the direction from the Credit Provider shall be deemed a default hereunder; provided, however, that if compliance cannot occur within such period, then such period will be extended so long as compliance is begun within such period and diligently pursued, but only if such extension would not materially adversely affect the interests of any registered owner of the Series 2000B Bonds.

Any sales, substitution, assignments or releases of Property shall require the consent of the Credit Provider.

Section 704. Credit Provider as Sole Holder. For all purposes of Article IX of the Master Indenture, except with respect to the giving of notice of default to Holders, the Credit Provider, if any, shall be deemed to be the sole holder of the Series 2000B Bonds which it has insured or otherwise enhanced for so long as it has not failed to comply with its payment obligations under the applicable Credit Enhancement.

Section 705. Consent of the Credit Provider.

(a) Any provision of this Third Supplemental Indenture expressly recognizing or granting rights in or to the Credit Provider may not be amended in any manner which affects the rights of the Credit Provider hereunder without the prior written consent of the Credit Provider. Notwithstanding any provision herein contained, the Credit Provider may exercise any rights granted thereto under this Section 705 provided, that, it has not failed to comply with its payment obligations under the applicable Credit Enhancement.

(b) Unless otherwise provided in this Section 705, the Credit Provider's consent shall be required in addition to the Bondholder consent, when required for the following purposes: (i) execution and delivery of any Supplemental Indenture or any amendment, supplement or change to or modification of the Base Lease or the Lease Agreement, (ii) removal of the Trustee and selection and appointment of any successor trustee; and (iii) initiation or approval of any action not described in (i) or (ii) above which requires the consent of Holders of Series 2000B Bonds. Notwithstanding the foregoing, in any instance where the

consent of all Holders of Series 2000B Bonds is a prerequisite to any act, such act may not be effectuated solely upon Credit Provider's consent but only upon approval of all Bondholders.

(c) Anything in the Indenture to the contrary notwithstanding, upon the occurrence and continuance of an Event of Default, the Credit Provider shall, so long as it is not in default in its payment obligations under the Municipal Bond Insurance Policy, be entitled to control and direct the enforcement of all rights and remedies granted to the Holders of the Series 2000B Bonds under the Indenture including, without limitation, the right to request the Trustee to pay taxes pursuant to Section 1010 of the Master Indenture, acceleration of the principal of the Series 2000B Bonds pursuant to the Indenture and the right to annul any declaration of acceleration, and, further, the Credit Provider shall also be entitled to approve all waivers of Events of Default.

(d) Upon the occurrence of an Event of Default, the Trustee may, with the consent of the Credit Provider, and shall, at the direction of the Credit Provider or 51% of the Bondholders with the consent of the Credit Provider, by written notice to the Corporation and the Credit Provider, declare the principal of the Bonds to be immediately due and payable, whereupon that portion of the principal of the Bonds thereby coming due and the interest thereon accrued to the date of payment shall, without further action, become and be immediately due and payable, anything in the Third Supplemental Indenture or in the Bonds to the contrary notwithstanding.

(e). Any reorganization or liquidation plan with respect to the Corporation or the City must be acceptable to the Credit Provider. In the event of any reorganization or liquidation, the Credit Provider shall have the right to vote on behalf of all bondholders who hold the Credit Provider-insured bonds absent a default by the Credit Provider under the applicable Municipal Bond Insurance Policy insuring such Bonds.

Section 706. Bonds to Remain Outstanding. In the event that the principal and/or interest due on the Series 2000B Bonds shall be paid by the Credit Provider pursuant to the Municipal Bond Insurance Policy, the Series 2000B Bonds shall remain Outstanding for all purposes, not be defeased or otherwise satisfied and not be considered paid by the Corporation, and the assignment and pledge of the Trust Estate and all covenants, agreements and other obligations of the Corporation to the Holders of Series 2000B Bonds shall continue to exist and shall run to the benefit of the Credit Provider, and the Credit Provider shall

be subrogated to the rights of such Registered Owners until the Series 2000B Bonds are paid by the Corporation in accordance with the Indenture.

ARTICLE VIII
MISCELLANEOUS

Section 801. Execution in Counterparts. This Third Supplemental Indenture may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, St. Louis Municipal Finance Corporation has caused this Third Supplemental Indenture to be signed in its name and behalf by its President or Vice President and its corporate seal to be hereunto affixed and attested by its Secretary or Assistant Secretary, and to evidence its acceptance of the trusts hereby created, UMB Bank, N.A. has caused this Third Supplemental Indenture to be signed in its name and behalf by one of its duly authorized officers and its corporate seal to be hereunto affixed and attested by one of its duly authorized officers, all as of the day first above written.

ST. LOUIS MUNICIPAL FINANCE CORPORATION

(SEAL) By: _____
Printed Name: _____
Title: President

ATTEST:

Printed Name: _____
Title: Secretary

UMB BANK, N.A., as Trustee

(SEAL) By: _____
Printed Name: _____
Title: Vice President

ATTEST:

Printed Name: _____

Title: _____

ACKNOWLEDGMENT

STATE OF MISSOURI)

) ss.

CITY OF ST. LOUIS)

On this ___ day of January, 2000, before me, the undersigned, a Notary Public, appeared Ivy Neyland Pinkston, who, being before me duly sworn did say she is the President of ST. LOUIS MUNICIPAL FINANCE CORPORATION, a corporation organized under the Missouri Nonprofit Corporation Act of the State of Missouri, and that the seal affixed to the foregoing instrument is the official seal of said Corporation and said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors, and said officer acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of said Corporation.

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

Printed Name: _____

Notary Public in and for said State
Commissioned in the City of St. Louis

My commission expires _____.

ACKNOWLEDGMENT

STATE OF MISSOURI)

) ss.

CITY OF ST. LOUIS)

On this ___ day of January, 2000, before me, the undersigned, a Notary Public, appeared _____, who, being before me duly sworn, did say he is a _____ Vice President of UMB BANK, N.A. St. Louis, Missouri, a national banking association organized and existing under the laws of the United States of America, and that the seal affixed to the foregoing instrument is the corporate seal of said trust company, and that said instrument was signed and sealed in behalf of said trust company by authority of its Board of Directors, and said officer acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of said trust company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal

at my office the day and year last above written.

Printed Name:_____

Notary Public in and for said State
Commissioned in the City of St. Louis

My commission expires _____.

EXHIBIT A
FORM OF SERIES 2000B BOND

REGISTERED REGISTERED NUMBER
_____ \$_____

UNITED STATES OF AMERICA

STATE OF MISSOURI

ST. LOUIS MUNICIPAL FINANCE CORPORATION

CITY JUSTICE CENTER LEASEHOLD REVENUE

REFUNDING BONDS,

SERIES 2000B

Interest Rate Maturity Date Dated Date CUSIP
_____% February 15,_____ January 1, 2000

REGISTERED OWNER: Cede & Co.

PRINCIPAL AMOUNT:

ST. LOUIS MUNICIPAL FINANCE CORPORATION, a nonprofit corporation duly organized and existing under the Missouri Nonprofit Corporation Act (the "Corporation"), for value received, promises to pay, but only from the sources and in the manner hereinafter described, to the Registered Owner identified above, or registered assigns, on the Maturity Date

specified above, unless called for redemption prior to maturity, the Principal Amount specified above and to pay interest thereon from said sources at the Interest Rate specified above from the Bond Date specified above, or from the most recent date to which interest has been paid, on February 15 and August 15 in each year beginning August 15, 2000 (each being an "Interest Payment Date"). As provided in the hereinafter defined Indenture, interest on this Bond will be paid to the person in whose name this Bond is registered in the hereinafter defined Bond Register at the close of business on the first day (whether or not a business day) of the calendar month in which the applicable Interest Payment Date occurs (the "Record Date") by check or draft mailed to the Registered Owner hereof at his address as it appears in the Bond Register or in such other manner as is determined in accordance with the Indenture.

Notwithstanding any other provision hereof, this Bond is subject to a book-entry system maintained by The Depository Trust Company ("DTC") and payment of principal and interest, the provision of notices and other matters will be made as described in the Corporation's Letter of Representations to DTC.

Unless this Bond is presented by an authorized representative of DTC to the Corporation or its agent for registration of transfer, exchange or payment, and any Bond issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of DTC and payment is made to Cede & Co., any transfer, pledge, or other use hereof for value or otherwise by or to any person is wrongful since the Registered Owner hereof, Cede & Co., has an interest herein.

The Principal Amount and redemption premium, if any, are payable by check or draft upon presentation and surrender of this Bond at the principal corporate trust office of UMB Bank, N.A. in Kansas City, Missouri (the "Trustee"). The Principal Amount and interest on this Bond (computed on the basis of a 360-day year consisting of twelve 30-day months) are payable in such coin or currency of the United States of America as at the time of payment is legal tender for the payment of public and private debts.

THIS BOND is one of a duly authorized issue of bonds of the Corporation designated City Justice Center Leasehold Revenue Bonds, Series 2000B, in the aggregate principal amount of \$_____ (the "Series 2000B Bonds"). The Bonds are being issued to provide funds to the Corporation to enable the Corporation (i) to finance the refunding of the Refunded Bonds, as defined in the Third Supplemental Indenture; (ii) to fund the Debt Service Reserve Fund; and (iii) to pay Costs of issuance of the Series 2000B Bonds, by the authority of

and in full compliance with the provisions, restrictions and limitations of the constitution and statutes of the State of Missouri and the ordinances of the City of St. Louis.

THE BONDS are issued under and are equally and ratably secured, together with the [outstanding City Justice Center Leasehold Revenue Bonds, Series 1996A and the outstanding City Justice Center Leasehold Revenue Improvement and Refunding Bonds, Series 1996B (the "Series 1996B Bonds")], and entitled to the protection given by an Indenture of Trust, dated as of the August 1, 1996, as amended and supplemented from time to time in accordance with the provisions thereof including a Third Supplemental Indenture of Trust, dated as of the Dated Date, between the Corporation and the Trustee. Subject to the terms and conditions set forth therein, the Indenture permits the Corporation to issue Additional Bonds (as defined therein) secured by the Indenture without the consent of Bondholders. Reference is hereby made to the Indenture for a description of the property pledged and assigned thereunder, and the provisions, among others, with respect to the nature and extent of the security, the rights, duties and obligations of the Corporation, the Trustee, and the Bondholders, and the terms upon which the Bonds are issued and secured.

THE BONDS are subject to redemption and payment prior to their Stated Maturities by the Corporation, at the option of and upon instructions from the City, on any date upon any of the following conditions or events, provided all of the Bonds and all Additional Bonds, if any, are redeemed and paid according to their terms: (1) if title to, or the use of, substantially all of the St. Louis Jail Facilities is condemned by any authority having the power of eminent domain; (2) if the Corporation's interest in substantially all of the St. Louis Jail Facilities is found to be deficient or nonexistent to the extent that the St. Louis Jail Facilities are untenable or the efficient utilization of the St. Louis Jail Facilities by the City is impaired; (3) if substantially all of the St. Louis Jail Facilities is damaged or destroyed by fire or other casualty; or (4) if as a result of changes in the constitution of the State of Missouri or of legislative or administrative action by the State of Missouri, or any political subdivision thereof, or by the United States, or by reason of any action instituted in any court, the Lease Agreement shall become void or unenforceable, or impossible of performance without unreasonable delay, or in any other way, by reason of such change of circumstances, unreasonable burdens or excessive liabilities are imposed on the City or the Corporation. The Bonds redeemed as provided in this paragraph shall be redeemed at a redemption price of 100% of the principal amount thereof, plus accrued interest thereon to the date fixed for redemption and payment without a premium.

The Series 2000B Bonds bearing a Stated Maturity of February 15, _____, and before shall not be subject to redemption prior to their respective Stated Maturities. The Series 2000B Bonds bearing a Stated Maturity of February 15, _____, and thereafter shall be subject to optional redemption and payment prior to their respective Stated Maturities at the election of the Corporation, upon the direction and instruction by the City, on February 15, _____, and at any time thereafter, as a whole at any time or in part on any Interest Payment Date, and if in part in such order as the Corporation shall determine, upon the direction and instruction by the City in its sole discretion, at the respective redemption prices (expressed as a percentage of principal amount) set forth in the following table, plus accrued interest thereon to the Redemption Date:

Redemption Dates	Redemption Prices
February 15, 200__, through February 14, 200__	%
February 15, 200__, through February 14, 200_	
February 15, 200__, and thereafter	

The Series 2000B Bonds bearing a Stated Maturity of February 15, _____, February 15, _____ and February 15, _____ shall be subject to mandatory sinking fund redemption in part, prior to their respective Stated Maturities, at the redemption price of 100% of the principal amount so redeemed plus accrued interest thereon to the Redemption Date, without premium, in the following principal amounts on February 15 of the years specified as follows:

February 15, _____	Term Bond
Redemption Dates	Principal Amount
\$	

(Leaving \$ _____ of such Series 2000B February 15, _____ Term Bond to be paid at Stated Maturity on February 15, _____.)

(iii) The Series 2000B Bonds shall be subject to optional redemption by the Corporation, in whole or in part at any time, at the written direction of the City, with the consent of the Credit Provider, to the Corporation and the Trustee not less than 45 days nor more than 60 days prior to the Redemption Date, at a redemption price equal to one hundred percent (100%) of the principal amount of the Bonds to be redeemed, plus accrued interest, if any, on such Redemption

Date, but without premium, in the event that the City exercises its option to prepay all or a portion of the amounts payable pursuant to the Series 2000B Bonds pursuant to casualty, condemnation, changes in law, or certain other events as herein provided in the third paragraph above from amounts available thereunder.

IN THE EVENT any of the Bonds are called for redemption as aforesaid, notice thereof identifying the Bonds to be redeemed will be given by first class mail, postage prepaid, mailed not less than 30 days nor more than 60 days prior to the redemption date to each Registered Owner of Bonds to be redeemed. All Bonds so called for redemption will cease to bear interest on the specified redemption date provided funds or certain securities sufficient for the redemption of such Bonds are on deposit at the place of payment at that time, shall no longer be secured by the Indenture and shall not be deemed to be outstanding under the Indenture.

THE BONDS and the interest thereon are special obligations of the Corporation on a parity with the Outstanding [Series 1996A Bonds and the Series 1996B Bonds], payable solely out of the Rentals and Additional Rentals (both as defined in the Indenture) and certain other revenues, moneys and receipts derived by the Corporation pursuant to the Lease Agreement dated as of the Dated Date between the Corporation and the City and payment made by the City under a Pledge Agreement dated as of August 1, 1996, made by the City in favor of the Trustee which pledges certain state reimbursements for the housing of prisoners to the payment of debt service on the Bonds, and are secured by a pledge and assignment pursuant to the Indenture of the Trust Estate (as defined in the Indenture) and no incorporator, member, agent, employee, director or officer of the Corporation or the City shall at any time or under any circumstances be individually or personally liable under the Indenture or the Lease Agreement for anything done or omitted to be done by the Corporation thereunder. The Bonds and the interest thereon do not constitute a debt of the City of St. Louis, Missouri, or the State of Missouri, and neither said City nor said State shall be liable thereon, and the Bonds shall not constitute an indebtedness within the meaning of any constitutional or statutory debt limitation or restriction. Pursuant to the Lease Agreement, the City has agreed to make payments sufficient for the prompt payment when due of the principal of, and redemption premium, if any, and interest on, the Bonds, which are to be paid by the City directly to the Trustee for the account of the Corporation, and all Rentals and certain other revenues and receipts under the Lease Agreement (except as reserved therein) have been duly pledged and assigned to the Trustee for that purpose.

THE LEASE AGREEMENT IS SUBJECT ANNUALLY TO THE APPROPRIATION OF RENTALS BY THE CITY. IF THE CITY FAILS TO APPROPRIATE FUNDS FOR RENTALS IN ANY FISCAL YEAR, THEN THE LEASE AGREEMENT SHALL TERMINATE AT THE END OF THE CURRENT FISCAL YEAR FOR WHICH FUNDS HAVE BEEN APPROPRIATED. THE CORPORATION HAS NO TAXING AUTHORITY.

THE REGISTERED OWNER of this Bond shall have no right to enforce the Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any event of default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture. In certain events, on the conditions, in the manner and with the effect set forth in the Indenture, the principal of all the Bonds issued under the Indenture and then outstanding may become or may be declared due and payable before the stated maturity thereof, together with interest accrued thereon. Modifications or alterations of this Bond or the Indenture may be made only to the extent and in the circumstances permitted by the Indenture.

THIS BOND is transferable, as provided in the Indenture, in the Bond Register only upon surrender of this Bond to the Trustee duly endorsed for transfer or accompanied by a written instrument of transfer, in such form as shall be satisfactory to the Trustee duly executed by the Registered Owner hereof or his attorney or legal representative, and thereupon a new Bond or Bonds in the same aggregate principal amount shall be issued to the transferee in exchange therefor as provided in the Indenture. The Corporation, the Trustee and the Paying Agent may deem and treat the person in whose name this Bond is registered on the Bond Register as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes.

The Bonds are issuable in denominations of Five Thousand Dollars (\$5,000) or integral multiples thereof at their Stated Maturity. The Registered Owner of any Bond or Bonds may surrender the same in exchange for an equal aggregate principal amount of Bonds of any authorized denomination in the manner, subject to the conditions and upon the payment of the charges provided in the Indenture. No service charge shall be made for any transfer or exchange of Bonds, but the Trustee or the Corporation may require payment of any tax or governmental charge in connection therewith.

THIS BOND shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Indenture until the Certificate of Authentication thereon shall have been executed by the Trustee.

IT IS HEREBY CERTIFIED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to and in the execution and delivery of the Indenture and the issuance of this Bond do exist, have happened and have been performed in due time, form and manner as required by law.

IN WITNESS WHEREOF, St. Louis Municipal Finance Corporation has caused this Bond to be executed in its name by the manual signature of its President or Vice President and attested by the manual signature of its Secretary or Assistant Secretary and its corporation seal to be affixed hereto or imprinted or reproduced hereon, all as of the first day of January, 2000.

ST. LOUIS MUNICIPAL FINANCE CORPORATION

By: _____
President

(SEAL)

Attest: _____
Secretary

CERTIFICATION OF AUTHENTICATION

This Bond is one of the Bonds described in the within mentioned Indenture.

UMB Bank, N.A., as Trustee

By: _____
Authorized Signature

STATEMENT OF INSURANCE

Municipal Bond Insurance Policy No. _____ (the "Policy") with respect to payments due for principal of and interest on this bond has been issued by AMBAC Assurance Corporation ("AMBAC"). The Policy has been delivered to the United States Trust Company of New York, New York, New York, as the Insurance Trustee

under said Policy and will be held by such Insurance Trustee or any successor insurance trustee. The Policy is on file and available for inspection at the principal office of the Insurance Trustee and a copy thereof may be secured from AMBAC or the Insurance Trustee. All payments required to be made under the Policy shall be made in accordance with the provisions thereof. The owner of this bond acknowledges and consents to the subrogation rights of AMBAC as more fully set forth in the Policy.

(Assignment)

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

(Please Print or Typewrite Name, Address and Employer Identification Number or Social Security Number of Transferee)

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ Attorney to transfer the within Bond on the Bond Register kept for registration thereof, with full power of substitution in the premises.

Dated: _____

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

Signature Guaranteed by:

(Name of Eligible Guarantor Institution (as defined by SEC Rule 17Ad-15 (17 CFR 240.17Ad-15) or any similar rule which the Bond Registrar deems applicable.

By: _____
Title: _____

EXHIBIT C

FIRST SUPPLEMENTAL BASE LEASE

between

THE CITY OF ST. LOUIS, MISSOURI

and

ST. LOUIS MUNICIPAL FINANCE CORPORATION

DATED AS OF JANUARY 1, 2000

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FIRST SUPPLEMENTAL BASE LEASE

THIS FIRST SUPPLEMENTAL BASE LEASE, dated as of the Dated Date, by and between the CITY OF ST. LOUIS, a municipal corporation and political subdivision in the State of Missouri, as Lessor (the "City"), and ST. LOUIS MUNICIPAL FINANCE CORPORATION, a nonprofit corporation duly organized under the Missouri Nonprofit Corporation Act, as Lessee (the "Corporation") (this "First Supplemental Base Lease"), which amends and supplements a certain Base Lease, dated as of August 1, 1996, by and between the City and the Corporation (the "Original Base Lease" and, as amended and supplemented by this First Supplemental Base Lease, the "Base Lease"),

WITNESSETH:

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

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

WHEREAS, the City and the Corporation have heretofore entered into the Original Base Lease relating to the Property as more fully described in Schedule I to the Original Base Lease; and

WHEREAS, pursuant to the Original Base Lease, the City has leased the Property to the Corporation, including certain land upon which it intended to build the City Justice Center, a component of the Project; and

WHEREAS, the City has redesigned the City Justice Center and proposes to remove a portion of Tract II listed on Schedule I of the Original Base Lease from the Property subject to the Base Lease; and

WHEREAS, the City owns fee simple title to the Property described on the Revised Schedule I attached hereto and made a part hereof, including any improvements thereon and desires to lease the Property, as so revised, to the Corporation pursuant to the Base Lease; and

WHEREAS, the Corporation has heretofore issued its \$75,705,000 City Justice Center Leasehold Revenue Improvement Bonds, Series 1996A and its \$34,335,000 City Justice Center Leasehold Revenue Improvement and Refunding Bonds, Series 1996B Bonds (collectively the "Series 1996 Bonds"), authorized under and pursuant to a certain Indenture of Trust, dated as of August 1, 1996, between the Corporation and UMB Bank, N.A., as Trustee (the "Master Indenture"), and a First Supplemental Indenture of Trust, dated as August 1, 1996, between the Corporation and the Trustee (the "First Supplemental Indenture,"); and

WHEREAS, the Corporation has authorized the issuance of its City Justice Center Leasehold Revenue Improvement Bonds, Series 2000A (the "Series 2000A Bonds") in an aggregate principal amount not to exceed \$25,000,000, and if market conditions warrant, its City Justice Center Leasehold Revenue Refunding Bonds, Series 2000B (the "Series 2000B Bonds") to refund a portion of the Series 1996 Bonds, pursuant to a Second Supplemental Indenture, dated as of the Dated Date and if necessary a Third Supplemental Indenture (which Master Indenture, First Supplemental Indenture, Second Supplemental Indenture and Third Supplemental Indenture, when and if executed, are incorporated herein by reference and are collectively referred to herein as the "Indenture"); and

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein set forth, the City and the Corporation do hereby covenant and agree as follows:

ARTICLE I DEFINITIONS, RULES OF CONSTRUCTION

Section 1.1. Definitions of Words and Terms. Capitalized words and terms used but not defined in this First Supplemental Base Lease shall have the meanings set forth in the Indenture, unless some other meaning is plainly intended.

Section 1.2. Single Instrument. The parties hereto intend that this First Supplemental Base Lease and the Original Base Lease be deemed to be a single instrument, consisting of the Base Lease, and interpreted accordingly.

ARTICLE II REPRESENTATIONS

Section 2.1. Representations of the City. In addition to the representations in the Original Base Lease, the City hereby represents, warrants and covenants as follows:

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

(b) The City has fee title to the Property free and clear of any liens or encumbrances, except for the Permitted Encumbrances, and the Property is exempt from property and any other taxes levied by the State of Missouri or any political subdivision thereof or by the City.

Section 2.2. Representations of the Corporation. In addition to the representations in the Original Base Lease, the Corporation represents, warrants and covenants as follows:

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

(b) The Corporation will issue its City Justice Center Leasehold Revenue Improvement Bonds, Series 2000A, to finance the Costs of completing the City Justice Center and, if market conditions warrant, its City Justice Center Leasehold Revenue Refunding Bonds, Series 2000B to provide funds to refund the Refunded Bonds.

(c) Prior to any termination of or default under the Lease Agreement, the Corporation will not take or cause to be taken any action which will cause the interest on the Bonds to be included in gross income for purposes of Federal income taxation.

(d) Interest on the Series 2000 Bonds is not includible in gross income of the Holders of Series 2000 Bonds for purposes of the Federal income taxes and is

exempt from all income taxation imposed by the State under Chapter 143 of the Revised Statutes of Missouri. The Corporation will do all things necessary to assure the continuation of the tax-exempt status of the Series 2000 Bonds. The Corporation is exempt from Federal taxation on its income pursuant to Section 501(c)(3) of the Code.

ARTICLE III RELEASE OF LAND

Section 3.1. Release of Land. The City and the Corporation hereby agree to release from the Original Base Lease, any interest which the Corporation has acquired, or intended to acquire, in the parcels of land described as follows:

Lots 17, 18, 19, 50, 51 and 52 of the Henry Chouteau Estate.

The Property subject to the provisions of the Base Lease consists of the parcels of land listed on Revised Schedule I hereto.

ARTICLE VII MISCELLANEOUS

Section 4.1. Affirmation of Original Base Lease. Each of the parties affirms its respective obligations under the Original Base Lease and acknowledges the Base Lease as its valid and binding obligation, enforceable in accordance with its terms.

Section 4.2 Binding Effect. This First Supplemental Base Lease shall inure to the benefit of and shall be binding upon the City, the Corporation and their respective successors and assigns.

Section 4.3. Execution in Counterparts. This First Supplemental Base Lease may be executed simultaneously in two or more counterparts, each of which shall be deemed to be an original, and all of which together shall constitute but one and the same instrument.

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

CITY OF ST. LOUIS, MISSOURI,

SEAL as Lessor

By: _____

Clarence Harmon,
Mayor

By: _____

ATTEST:

Darlene Green
Comptroller

Register

Approved as to Legal Form

City Counselor

SEAL ST. LOUIS MUNICIPAL FINANCE

CORPORATION, as Lessee

By: _____

President

ATTEST:

Secretary

The Trustee under the Master Indenture hereby consents to the amendment of the Base Lease as set forth in this First Supplemental Base Lease.

UMB BANK, N.A., as Trustee

My commission expires: _____.

STATE OF MISSOURI)

) ss. On this ____ day of January, 2000, before me, the
CITY OF ST. LOUIS) undersigned, a Notary Public, appeared Ivy Neyland-
Pinkston to me personally known, who, being by me duly sworn, did say that she is
the President of ST. LOUIS MUNICIPAL FINANCE CORPORATION, a Missouri
not-for-profit corporation, and that the seal affixed to the foregoing instrument is the
corporate seal of said corporation, and that said instrument was signed and sealed in
behalf of said corporation by authority of its Board of Directors, and said officer
acknowledged said instrument to be executed for the purposes therein stated and as
the free act and deed of said corporation.

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

Notary Public - State of Missouri
Commissioned in City of St. Louis

My commission expires: _____.

REVISED SCHEDULE I

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

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

Tract I

A parcel of land in City Block 4222 E being a part of Merchants Park
Subdivision in the Thatcher tract described as follows:

The point of beginning being the intersection of the southern line of Thatcher Avenue (sixty feet wide), and eastern line of St. Louis Water Works conduit R/W (forty feet wide), thence along the eastern line of said R/W in a southerly direction a distance of eleven hundred sixty and seventy-three hundredths feet (1160.73') to the northern line of Calvary Avenue (sixty feet wide); thence in an easterly direction along the northern line of Calvary Avenue (sixty feet wide) a distance of one hundred forty-six and seventy-five hundredths feet (146.75') to a point; thence in a southerly direction a distance of thirty feet (30') to the northern line of Calvary Avenue (thirty feet wide) in an easterly direction a distance of nine hundred fifty-three and nine hundredths feet (943.09') to a point; thence northerly along a line perpendicularly distant eleven hundred feet (1100') and parallel to the eastern line of the City of St. Louis Water Works conduit R/W forty feet wide, a distance of eleven hundred ninety-three and forty-five hundredths feet (1193.45') to the southern line of Thatcher Avenue (sixty feet wide) thence along southern line of Thatcher Avenue (sixty feet wide) a distance of eleven hundred feet (1100') to the point of beginning, excepting therefrom that part dedicated to public use by plat recorded in Plat Book 35 Page 25.

It is anticipated that the following described property will be acquired by the City and become part of the Property under this First Supplemental Base Lease:

Tract II

Lots 20, 21, 22, 23, 24, 25, 26, 27, 28, 42, 43, 44, 45, 46, 47, 48, 49, and 53 of the Henry Chouteau Estate and in Block 206 South of the City of St. Louis and more or less bounded North by the South line of Walnut St., South by the North line of the East and West alley in said City Block 206 South; West by the East line of Tucker (formerly 12th Street) Blvd. and East by the West line of Eleventh Street.

EXHIBIT D

FIRST SUPPLEMENTAL LEASE PURCHASE AGREEMENT

between

ST. LOUIS MUNICIPAL FINANCE CORPORATION

and

THE CITY OF ST. LOUIS, MISSOURI

DATED AS OF JANUARY 1, 2000

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FIRST SUPPLEMENTAL LEASE PURCHASE AGREEMENT

THIS FIRST SUPPLEMENTAL LEASE PURCHASE AGREEMENT, dated as of the Dated Date, by and between the ST. LOUIS MUNICIPAL FINANCE CORPORATION, a nonprofit corporation duly organized under the Missouri Nonprofit Corporation Act, as Lessor (the "Corporation"), and the CITY OF ST. LOUIS, MISSOURI, a municipal corporation and political subdivision in the State of Missouri, as Lessee (the "City") (this "First Supplemental Lease Agreement"), which amends and supplements the Lease Purchase Agreement, dated as of August 1, 1996, by and between the Corporation and the City (the "Original Lease Agreement," and as amended and supplemented by this First Supplemental Lease Agreement, the "Lease Agreement"),

WITNESSETH:

WHEREAS, the Corporation and the City have heretofore entered into the Original Lease Agreement, relating to the Property and improvements as more fully described in Schedule I to the Original Lease Agreement; and

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

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

WHEREAS, the Corporation has heretofore issued its \$75,705,000 City Justice Center Leasehold Revenue Improvement Bonds, Series 1996A and its \$34,335,000 City Justice Center Leasehold Revenue Improvement and Refunding Bonds, Series 1996B Bonds (collectively, the "Series 1996 Bonds"), authorized under and pursuant to a certain Indenture of Trust, dated as of August 1, 1996, between the Corporation and UMB Bank, N.A., as Trustee (the "Master Indenture"), and a First Supplemental Indenture of Trust, dated as of August 1, 1996, between the Corporation and the Trustee (the "First Supplemental Indenture,"); and

WHEREAS, the Corporation has authorized the issuance of its City Justice Center Leasehold Revenue Improvement Bonds, Series 2000A (the "Series 2000A Bonds") in an aggregate principal amount of not to exceed \$25,000,000 to finance the Costs of completing the City Justice Center and, if market conditions warrant, its City Justice Center Leasehold Revenue Refunding Bonds, Series 2000B (the "Series 2000B Bonds") in an aggregate principal amount of not to exceed \$65,000,000, to refund a portion of the Series 1996 Bonds pursuant to a Second Supplemental Indenture, dated as of the Dated Date, and if necessary, a Third Supplemental Indenture, (which Master Indenture, First Supplemental Indenture, Second Supplemental Indenture and the Third Supplemental Indenture are collectively referred to herein as the "Indenture"); and

WHEREAS, the City has redesigned the City Justice Center and proposes to remove a portion of Tract II listed on Schedule I of the Original Lease Agreement from the Property subject to the Lease Agreement; and

WHEREAS, pursuant to the terms of a First Supplemental Base Lease by and between the City and the Corporation dated as of the Dated Date, the City leased the real estate described in Revised Schedule I hereto and the existing improvements and certain equipment and other personal property to the Corporation for the payments and upon the terms and conditions therein set forth; and

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein set forth, the Corporation and the City do hereby covenant and agree as follows:

ARTICLE I DEFINITIONS AND RULES OF CONSTRUCTION

Section 1.1. Definitions of Words and Terms. Capitalized words and terms used but not defined in this First Supplemental Lease Agreement shall have the meanings as set forth in the Indenture, unless some other meaning is plainly intended.

Section 1.2. Single Instrument. The parties hereto intend that the Original Lease Agreement and this First Supplemental Lease Agreement be deemed to be a single instrument, consisting of the Lease Agreement, and interpreted accordingly.

ARTICLE II

REPRESENTATIONS

Section 2.1. Representations by the Corporation. In addition to the representations made in the Original Lease Agreement, the Corporation hereby represents, warrants and covenants as follows:

(a) The Corporation has full power and authority to enter into the transactions contemplated by this First Supplemental Lease Agreement and to carry out its obligations hereunder, and has been duly authorized to execute and deliver this First Supplemental Lease Agreement and by proper action has duly authorized the execution and delivery of this First Supplemental Lease Agreement.

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

(c) The Corporation will issue its City Justice Center Leasehold Revenue Improvement Bonds, Series 2000A, in an aggregate principal amount of not to exceed \$25,000,000 (i) to finance the Costs of completing the City Justice Center, (ii) fund the Debt Service Reserve Fund; and (iii) pay Costs of issuance of the Series 2000A Bonds, and, if market conditions warrant, its City Justice Center Leasehold Revenue Refunding Bonds, Series 2000B, in an aggregate principal amount of not to exceed \$65,000,000 (i) to finance the refunding of the Refunded Bonds (ii) to fund the Debt Service Reserve Fund; and (iii) to pay Costs of issuance of the Series 2000B Bonds,

(d) Interest on the Series 2000 Bonds is not includible in gross income of the Holders thereof for purposes of the Federal income taxes and is exempt from all income taxation imposed by the State under Chapter 143 of the Revised Statutes of Missouri. The Corporation will do all things necessary and within its control to assure the continuation of the tax-exempt status of the Bonds. The Corporation is exempt from Federal taxation on its income pursuant to Section 501(c)(3) of the Code.

Section 2.2. Representations by the City. In addition to the representations in the Original Lease Agreement, the City hereby represents, warrants and covenants as follows:

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

(b) The City represents and warrants that (i) the City is a governmental unit under the laws of the State of Missouri with general taxing powers and (ii) 95% or more of the net proceeds of the Bonds will be used for local governmental activities of the City.

(c) The City has fee title to the Property free and clear of any liens and encumbrances except the Permitted Encumbrances, and the Property is exempt from property and other taxes levied by the State of Missouri or any political subdivision thereof or by the City.

(d) There is no action or proceeding pending or, to the knowledge of the City, threatened by or against the City by or before any court or administrative body that would materially adversely affect the ability of the City to perform its obligations under the Lease Agreement, the Base Lease and the Non-Arbitrage Certificate and all authorizations, consents and approvals of governmental bodies or agencies required to be obtained by the City as of the date hereof in connection with the execution and delivery of this First Supplemental Lease Agreement, the Base Lease and the Non-Arbitrage Certificate or in connection with the performance of the obligations of the City hereunder and thereunder have been obtained.

(e) It is the City's intent to pay all Rentals and Additional Rentals for the Lease Term if funds are legally available therefor and in that regard the City represents that the use of the St. Louis Jail Facilities, including the City Justice Center, is essential to its proper, efficient and economic operation.

Section 2.3 Affirmation of Original Lease Agreement. Each of the parties affirms its respective obligations under the Original Lease Agreement and acknowledges the Lease Agreement as its valid and binding obligation, enforceable in accordance with the terms thereof.

ARTICLE III RELEASE OF LAND

Section 3.1. Conveyance; Granting of Leasehold, Release of Land.

(a) Simultaneously with the issuance of the Series 2000A Bonds (i) the City and the Corporation will enter into the First Supplemental Base Lease and (ii) the Corporation will deposit the proceeds of the Series 2000A Bonds in accordance with the Master Indenture and the Second Supplemental Indenture. The Bond proceeds shall be utilized as provided in the Indenture.

(b) The City and the Corporation hereby agree to release from the Original Lease Agreement any interest which the City has acquired, or intended to acquire, in the parcels of land described as follows:

Lots 17, 18, 19, 50, 51 and 52 of the Henry Chouteau Estate

ARTICLE IV
OTHER AMENDMENTS

Section 4.1 Miscellaneous Amendments

(a) The second paragraph of Section 3.2 of the Original Lease Agreement is amended to read as follows:

Subject to the following two paragraphs, the payment obligations of the City under this Lease Agreement shall be absolute and unconditional, free of deductions and without any abatement, offset, recoupment, diminution or set-off whatsoever and shall be sufficient to provide all funds required for debt service on the Bonds, funding of the Debt Service Reserve Fund and all other amounts required under the Indenture.

(b) The fifth paragraph of 3.2 of the Original Lease Agreement is amended to read as follows:

B. City Covenant. The City covenants and agrees that the City's Budget Director, or any other officer at any time charged with responsibility of formulating budget proposals, is directed to include in the budget proposals submitted to the Board of Estimate and Apportionment, and to the extent permitted by law, to the Board of Aldermen of the City, in any year during the Lease Term, a request or requests for the Rentals and a reasonable estimate of Additional Rentals. Requests for appropriations shall be made in each Fiscal Year so that the City's Rentals and a reasonable estimate of Additional Rentals

to be paid during the succeeding Fiscal Year will be available for such purposes. It is the intention of the City that the decision to appropriate the City's Rentals and Additional Rentals to provide financing for the Project pursuant to this Lease Agreement shall be made solely by the Board of Aldermen and not by any other official of the City except subject to the power of the Mayor of the City to approve or disapprove ordinances. The City presently expects to, in each Fiscal Year of the City during this Lease Term, appropriate funds for the City to provide financing for the Project in an amount sufficient to pay principal of, interest on and redemption premium, if any, on the Bonds. Upon such appropriation, the Rentals and reasonably estimated Additional Rentals will be available for such Fiscal Year to be drawn upon to make payments pursuant to the terms of this Lease Agreement after the budget is adopted and in no event later than July 1 of each year.

(c) Subparagraphs (e) and (h) of Section 4.2 of the Original Lease Agreement are hereby amended to read as follows:

(e) The payments, if any, which the City shall be required hereunder to deposit into the Debt Service Reserve Fund pursuant to the procedure set forth in the Indenture or any Supplemental Indenture.

(h) All reasonable and necessary fees and expenses the Corporation incurred in connection with any Bonds or the establishment and maintenance of the Corporation's status as a Missouri nonprofit corporation or a qualified 501(c)(3) corporation; and

(d) The first paragraph of Section 4.3 of the Original Lease Agreement is amended to read as follows:

Section 4.3. Rentals and Additional Rentals, etc., Payable without Abatement or Set-Off; City Obligations, Assignments of Rentals and Certain Additional Rentals. Subject to the provisions of Section 3.2, the City covenants and agrees with and for the express benefit of the Corporation and the owners of the Bonds from time to time Outstanding that all payments of Rentals and Additional Rentals shall be made by the City on or before the date the same become due, and the City shall perform all of its other obligations, covenants and agreements hereunder (including the obligation to pay Rentals and Additional Rentals) without notice or demand, and without abatement, offset, deduction, set-off, counterclaim, recoupment or defense or any right of termination or cancellation arising from any circumstance whatsoever, whether now existing

or hereafter arising, and irrespective of whether any portion of the Project shall have been started or completed and shall be sufficient to provide all funds required for debt service on the Bonds, funding of the Debt Service Reserve Fund and all other amounts required under the Indenture.

(e) The first paragraph of Section 7.3 of the Original Lease Agreement shall be amended to read as follows:

Section 7.3. Other Matters Related to Insurance. Anything herein contained to the contrary notwithstanding, so long as the Credit Enhancement shall be in force and effect, such insurance as required by Section 7.2 of this Lease Agreement shall be provided only through standard commercial insurance under policies and issued by insurers acceptable to the Credit Provider, having coverage limits in amounts not less than the Full Replacement Value of the St. Louis Jail Facilities; provided, however, the City may during any such period during which any Credit Enhancement shall be in force and effect self-insure for all or any part of the coverage required hereunder with the consent of the Credit Provider and notice to the rating agencies named in the Indenture.

ARTICLE V MISCELLANEOUS

Section 5.1 Binding Effect. This First Supplemental Lease Agreement shall inure to the benefit and shall be binding upon the City, the Corporation and their respective successors and assigns.

Section 5.2. Execution in Counterparts. This First Supplemental Lease Agreement may be executed in two or more counterparts, each of which shall be deemed for all purposes to be an original, and all of which together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed these presents the day and year first above written.

(SEAL)

ST. LOUIS MUNICIPAL FINANCE

CORPORATION, as Lessor

By: _____
President

ATTEST:

Secretary

CITY OF ST. LOUIS, MISSOURI,
as Lessee

By: _____
Clarence Harmon

(SEAL)

Mayor

By: _____
Darlene Green
Comptroller

ATTEST:

Register

APPROVED AS TO FORM:

By: _____
City Counselor

The Trustee under the Master Indenture hereby consents to the amendment of the Lease Agreement as set forth in this First Supplemental Lease Purchase Agreement.

UMB BANK, N.A., as Trustee

By: _____

Title: _____

STATE OF MISSOURI)

) ss. On this ___ day of January, 2000, before me the
CITY OF ST. LOUIS) undersigned, a Notary Public, appeared Ivy Neyland-
Pinkston, to me personally known, who, being by me duly sworn, did say that she is
the President of ST. LOUIS MUNICIPAL FINANCE CORPORATION, a Missouri
nonprofit corporation, and that the seal affixed to the foregoing instrument is the
corporate seal of said corporation, and that said instrument was signed and sealed in
behalf of said corporation by authority of its Board of Directors, and said officer
acknowledged said instrument to be executed for the purposes therein stated and as
the free act and deed of said corporation.

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

Notary Public - State of Missouri

Commissioned in the City of St. Louis

My commission expires: _____.

STATE OF MISSOURI)

) ss. On this ___ day of January, 2000, before me, the
CITY OF ST. LOUIS) undersigned, a Notary Public, appeared Clarence
Harmon, to me personally known, who, being by me duly sworn, did say that he is the
Mayor of the CITY OF ST. LOUIS, MISSOURI, a municipal corporation and that the
seal affixed to the foregoing instrument is the corporate seal of said City, and that said
instrument was signed and sealed on behalf of said City by authority of its City
Council, and said Mayor acknowledged said instrument to be executed for the
purposes therein stated and as the free act and deed of said corporation.

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

Notary Public - State of Missouri

Commissioned in the City of St. Louis

My commission expires: _____.

STATE OF MISSOURI)

) ss.

CITY OF ST. LOUIS)

On this ___ day of January, 2000, before me, the undersigned, a Notary Public, appeared Darlene Green to me personally known, who, being by me duly sworn, did say that she is Comptroller of the CITY OF ST. LOUIS, MISSOURI, a municipal corporation and that the seal affixed to the foregoing instrument is the corporate seal of said City, and that said instrument was signed and sealed on behalf of said City by authority of its City Council, and said Comptroller acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of said corporation.

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

Notary Public - State of Missouri

Commissioned in the City of St. Louis

My commission expires: _____.

REVISED SCHEDULE I

SCHEDULE I TO BASE LEASE DATED AS OF THE DATED DATE, BETWEEN THE CITY OF ST. LOUIS, MISSOURI, AND ST. LOUIS MUNICIPAL FINANCE CORPORATION, TO FIRST SUPPLEMENTAL LEASE PURCHASE AGREEMENT DATED AS OF THE DATED DATE, BETWEEN ST. LOUIS MUNICIPAL FINANCE CORPORATION AND THE CITY OF ST. LOUIS, MISSOURI, AND THE SECOND SUPPLEMENTAL INDENTURE OF TRUST DATED AS OF THE DATED DATE, BETWEEN ST. LOUIS MUNICIPAL FINANCE CORPORATION AND UMB BANK, N.A., AS TRUSTEE

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

Tract I

A parcel of land in City Block 4222 E being a part of Merchants Park Subdivision in the Thatcher tract described as follows:

The point of beginning being the intersection of the southern line of Thatcher Avenue (sixty feet wide), and eastern line of St. Louis Water Works conduit R/W (forty feet wide), thence along the eastern line of said R/W in a southerly direction a (1160.73') to the northern line of Calvary Avenue (sixty feet wide); thence in an easterly direction along the northern line of Calvary Avenue (sixty feet wide) a distance of one hundred forty-six and seventy-five hundredths feet (146.75') to a point; thence in a southerly direction a distance of thirty feet (30') to the northern line of Calvary Avenue (thirty feet wide) in an easterly direction a distance of nine hundred fifty-three and nine hundredths feet (943.09') to a point; thence northerly along a line perpendicularly distant eleven hundred feet (1100') and parallel to the eastern line of the City of St. Louis Water Works conduit R/W forth feet wide, a distance of eleven hundred ninety-three and forty-five hundredths feet (1193.45') to the southern line of Thatcher Avenue (sixty feet wide) thence along southern line of Thatcher Avenue (sixty feet wide) a distance of eleven hundred feet (1100') to the point of beginning, excepting therefrom that part dedicated to public use by plat recorded in Plat Book 35 Page 25.

Tract II

Lots 20, 21, 22, 23, 24, 25, 26, 27, 28, 42, 43, 44, 45, 46, 47, 48, 49, and 53 of the Henry Chouteau Estate and in Block 206 South of the City of St. Louis and more or less bounded North by the South line of Walnut St., South by the North line of the East and West alley in said City Block 206 South; West by the East line of Tucker (formerly 12th Street) Blvd. and East by the West line of Eleventh Street.

EXHIBIT E

ESCROW AGREEMENT

among

THE CITY OF ST. LOUIS, MISSOURI

and

ST. LOUIS MUNICIPAL FINANCE CORPORATION

and

UMB BANK, N.A.

ST. LOUIS, MISSOURI

AS ESCROW AGENT

DATED AS OF JANUARY 1, 2000

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Exhibit A Defeasance Obligations

ESCROW AGREEMENT

THIS ESCROW AGREEMENT, dated as of January 1, 2000, (the "Agreement"), by and among the CITY OF ST. LOUIS, MISSOURI, a municipal corporation and a political subdivision of the State of Missouri (the "City"), ST. LOUIS MUNICIPAL FINANCIAL CORPORATION, a Missouri nonprofit corporation duly organized and existing under the laws of the State of Missouri (the "Corporation"), and UMB BANK, N.A., a trust company duly organized and existing under and by virtue of the laws of the State of Missouri, in its capacity as escrow agent (hereinafter the "Escrow Agent").

WITNESSETH:

WHEREAS, the Corporation has heretofore duly authorized and issued its St. Louis Municipal Finance Corporation Leasehold Revenue Improvement Revenue Bonds, Series 1996A, in the aggregate principal amount of Seventy-Five Million, Seven Hundred Five Thousand Dollars (\$75,705,000) of which issue bonds in the aggregate principal amount of Seventy-Five Million, Two Hundred Fifty Thousand Dollars (\$75,250,000) remain Outstanding (the "Series 1996A Bonds") pursuant to an Indenture of Trust by and between the Corporation and UMB Bank, N.A., as Trustee, dated as of August 1, 1996 and a First Supplemental Indenture of Trust, dated as of August 1, 1996 (collectively, the "Indenture"); and

WHEREAS, the Board of Aldermen of the City and the Board of Directors of the Corporation have determined that it is necessary and advisable and in the best interest of the City and the Corporation to pay, refund, redeem and retire [a portion of] the Series 1996A Bonds [and a portion of the Series 1996B Bonds] which remain outstanding and unpaid by depositing with the Escrow Agent funds in an amount sufficient together with certain funds of the City, to purchase direct obligations of the United States of America that may not be redeemed at the option of the issuer or any person other than the holder thereof, as identified in Schedule I hereto (the "Defeasance Obligations"), which Defeasance Obligations will mature in principal amounts and bear interest in such amounts and become due and payable at such times so that monies will be available from such maturing principal and interest payments as shall, together with such beginning cash balance, be sufficient to pay, as the same become due by reason of maturity, all principal of and interest, on [that portion of]the outstanding Series 1996A Bonds, which mature on and after February 15, _____ [and that portion of the Series 1996B Bonds maturing on February 15, _____] (the "Refunded Bonds"); and and

WHEREAS, in order to provide funds to purchase the Defeasance Obligations, the Corporation and the City have determined that it is necessary to issue the

Corporation's City Justice Center Leasehold Revenue Refunding Bonds, Series 2000B (the "Series 2000B Bonds") in the aggregate principal amount of \$[Amount] under the authority of Ordinance No. _____ adopted by the Board of Aldermen of the City on _____, 1999, and approved by the Mayor of the City on _____, 1999 authorizing the Corporation to issue the Series 2000B Bonds, a portion of the proceeds of which will be used for the purpose of providing funds, together with the investment earnings thereon, to refund the Refunded Bonds; and

WHEREAS, the Board of Directors of the Corporation has on _____, 1999, authorized and approved the issuance of the Series 2000B Bonds; and

WHEREAS, pursuant to the Ordinance, the Corporation is authorized pursuant to an Indenture of Trust dated as of August 1, 1996, as supplemented by a First Supplemental Indenture and the Second Supplemental Indenture (collectively, the "Indenture") with UMB Bank of St. Louis, N.A., in the City of St. Louis, Missouri as trustee (the "Trustee"), for the purpose of issuing and securing the Series 2000B Bonds and any Additional Bonds, as therein provided, and to apply a portion of the proceeds thereof to such purpose; and

WHEREAS, the Corporation has agreed to purchase Defeasance Obligations from the proceeds of the Series 2000B Bonds, and has agreed to deposit with the Escrow Agent such obligations and cash from the proceeds of the sale of the Series 2000B Bonds in the amount set forth herein;

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

1. Creation of the Escrow Account. There is hereby created and established with the Escrow Agent a special and irrevocable escrow account designated "St. Louis Municipal Finance Corporation Leasehold Revenue Bonds Escrow Fund for Leasehold Revenue Improvement Bonds, Series 1996" (the "Escrow Account") to be held in the custody of the Escrow Agent in a segregated account separate and apart from all other funds held by the Escrow Agent, in trust for the benefit of the holders of the Refunded Bonds.

2. Deposits into Escrow Account.

(a) Concurrently with the execution of this Agreement, there is hereby deposited with the Escrow Agent, and the Escrow Agent hereby acknowledges the receipt of, immediately available funds in the amount of \$ _____, consisting of certain proceeds of the Series 2000B Bonds

in the amount of \$ _____, \$ _____ contributed by the City and certain moneys transferred from the Bond Fund from the Series 1996A Bonds and certain other available funds in the amount of \$ _____, which amount shall be deposited in the Escrow Account.

The aforesaid funds so held shall be held in the Escrow Account and administered subject to and in accordance with the terms of this Agreement.

(b) The Corporation and the City hereby instruct the Escrow Agent to purchase with the aforesaid funds on deposit with the Escrow Agent, the Defeasance Obligations described in Schedule I. Of the \$ _____ of moneys transferred from the Bond Fund and other available funds, \$ _____ shall be used to purchase the Defeasance Obligations listed in Schedule I, Part 1 and \$ _____ shall be held uninvested. Of the \$ _____ of proceeds of the Series 2000B Bonds and funds contributed by the City, \$ _____ shall be used to purchase the Defeasance Obligations listed in Schedule I, Part 2 and \$ _____ shall be held uninvested.

3. Creation of Lien. The escrow created hereby shall be irrevocable. The holders of the Refunded Bonds are hereby granted an express lien on, and security interest in, the cash and Defeasance Obligations in the Escrow Account and all earnings thereon until used and applied in accordance with this Agreement. Except as otherwise expressly provided in Section 5, such cash funds and the matured principal of and interest income from the Defeasance Obligations in the Escrow Account shall be applied solely for the payment of the principal of, redemption premium and interest on the Refunded Bonds.

The Corporation and the City hereby acknowledge and agree that the deposit of funds hereinbefore described and application of the same in accordance with the terms of this Agreement will constitute all action required for the Refunded Bonds to cease to be entitled to any lien, benefit or security under the Indenture and, upon such deposit and such application as aforesaid, all covenants, agreements and obligations of the Corporation under the Indenture to the owners of the Refunded Bonds shall cease, terminate and become void and be discharged and fully satisfied. Simultaneously with the delivery of the amounts described in the Section 2 above, the City shall provide to the Trustee a verification report addressed to the Trustee, the City, the Corporation and Co-Bond Counsel from a firm of nationally recognized independent certified public accountants that the amounts which will consist of cash and/or Defeasance Obligations available or to be available for the payment of the Corporation's

Refunded Bonds will be sufficient to pay when due all principal and interest on the Refunded Bonds.

4. Application of Proceeds of Defeasance Obligations. Except as otherwise expressly provided herein, the Escrow Agent shall have no power or duty to invest any monies held hereunder or to sell, transfer or otherwise dispose of the Defeasance Obligations.

As the principal of an interest on the Defeasance Obligations shall mature and be paid, the Escrow Agent shall transfer from the Escrow Account to the Paying Agent for the Refunded Bonds such maturing principal and interest, in an account necessary to pay principal and interest coming due on the Refunded Bonds on the next payment date. Such transfers for payment of principal and interest on, the Refunded Bonds shall be made from the matured principal and interest of the Defeasance Obligations on deposit in the Escrow Account, all in accordance with the dates and amounts set forth in Schedule II attached hereto. The Escrow Agent shall immediately reinvest all or a portion of the amounts received from the maturing principal of and interest on the Defeasance Obligations listed in Schedule I, Part 2, in the United States Treasury Certificates of Indebtedness - State and Local Government Series (for which subscriptions for purchase will be filed pursuant to the next succeeding sentence) or other United States Treasury Securities ("Open Markets") bearing interest at a rate of 0% in the amounts and maturities and on the dates set forth in Schedule III hereof. Subscriptions for purchase of such obligation shall be filed by the Escrow Agent with the Bureau of Public Debt at least 15 days (but not more than 60 days) prior to the actual date of purchase or at such time as may be required by then effective regulations relating to the purchase of such obligations.

On February 15, _____ (the **◆Redemption Date◆**), the Escrow Agent shall pay, pursuant to the Indenture, principal of and interest on all of the Series 1996A Bonds which remain outstanding.

On February 15, _____ (the **◆Redemption Date◆**), the Escrow Agent shall pay, pursuant to the Indenture, principal of and interest on all of the Series 1996B Bonds which remain outstanding.

The liability of the Escrow Agent to make the payments required by this Section 4 shall be limited to the funds and Defeasance Obligations on deposit in the Escrow Account. Notwithstanding any other provisions of this Agreement, the City and the Corporation hereby covenant that no part of the proceeds of the Series 2000B Bonds or of the monies or funds in the Escrow

Account shall be used, at any time, directly or indirectly, in a manner which, if such use had been reasonably anticipated on the date of issuance of the Series 2000B Bonds would have caused any of such Series 2000B Bonds, the Series 1996A Bonds and/or the Series 1996B Bonds to be an "arbitrage bond" under Section 148 of the Internal Revenue Code of 1986, as amended, (herein the "Code") and the regulations of the Treasury Department thereunder proposed or in effect at the time of such use and applicable to obligations issued on the date of issuance of the Series 2000B Bonds.

At the written direction of the Corporation and the City and upon compliance with the conditions hereinafter stated, the Escrow Agent shall sell, transfer or otherwise dispose of or request the redemption of the Defeasance Obligations acquired hereunder and to substitute for the Defeasance Obligations (the "Substituted Obligations") which are not subject to redemption prior to maturity except at the option of the holder thereof, provided, however, that such substitution shall only occur upon the receipt by the Escrow Agent of (i) a new verification by a verification agent of the sufficiency of the escrowed securities (assuming such substitution has been made) to provide for the payment of the Refunded Bonds in accordance with the terms herein and (ii) an opinion of bond counsel to the effect that such substitution shall not affect the tax-exempt status of the Series 1996A Bonds, the Series 1996 B Bonds and/or the Series 2000B Bonds. The Corporation and the City hereby covenant and agree that they will not request the Escrow Agent to exercise any of the powers described in the preceding sentence in any manner which, if reasonably expected on the date of issuance thereof, would cause any such Series 1996A Bonds, the Series 1996B Bonds and/or Series 2000B Bonds to be an "arbitrage bond" within the meaning of Section 148 of the Code, and the regulations thereunder in effect on the date of such request and applicable to obligations issued on the issue date of such Series 2000B Bonds. The Escrow Agent shall purchase such Substituted Obligations with the proceeds derived from the sale, transfer, disposition or redemption of the Defeasance Obligations in the Escrow Account together with any other funds available for such purpose.

5. Escrow Agent Covenants. The Escrow Agent covenants and agrees with the City and the Corporation as follows:

The Escrow Agent will hold the Defeasance Obligations and all interest income or profit derived therefrom and all uninvested deposits in an irrevocable segregated and separate trust fund account for the sole and exclusive benefit of the Corporation (and the holders of the Refunded Bonds) to the purposes for which escrowed.

The Escrow Agent will take no action in the investment or securing of the proceeds of the Defeasance Obligations which would cause the Series 2000B Bonds to be classified as "arbitrage bonds" under Section 103(c) of the Internal Revenue Code of 1986, as amended, and all lawful regulations promulgated thereunder, provided, it shall be under no duty to affirmatively inquire whether the Defeasance Obligations as deposited are properly invested under said section; and, provided, further, it may rely on all specific directions in this Agreement in the investment or reinvestment of balances held hereunder.

The Escrow Agent will submit to the Comptroller of the City a statement within forty-five (45) days after January 1 and July 1 of each calendar year, commencing July 1, 2000, itemizing all moneys received by it and all payments made by it under the provisions of this Agreement during the preceding six (6) month period, and also listing the Defeasance Obligations on deposit therewith on the date of said report, including all moneys held by it received as interest on or profit from the collections of the Defeasance Obligations.

6. Corporation and City Covenants. The Corporation and the City covenant and agree with the Escrow Agent as follows:

The Escrow Agent in its capacity hereunder shall have no responsibility or liability whatsoever for (a) any of the recitals of the City or the Corporation herein, (b) the performance of or compliance with any covenant, condition, term or provisions of the Indenture and (c) any undertaking or statement of the City or the Corporation hereunder or under the Indenture.

All payments to be made by, and all acts and things required to be done by, the Escrow Agent under the terms and provisions of this Agreement, shall be made and done by the Escrow Agent without any further direction or authority of the City or the Corporation.

7. (a) Redemption of Series 1996A Bonds; Notices. The Corporation and the City hereby irrevocably elect and direct the Escrow Agent to cause to be redeemed on the Redemption Date, with the funds in the Escrow Account, the Series 1996A Bonds then outstanding which mature on and after February 15, _____.

The Escrow Agent hereby agrees to expeditiously mail by first class mail, as soon as practicable, after the closing of the Series 2000B Bonds, a notice to

registered owners of the Series 1996A Bonds in substantially the following form:

NOTICE TO OWNERS OF ST. LOUIS MUNICIPAL FINANCE CORPORATION LEASEHOLD REVENUE IMPROVEMENT BONDS, SERIES 1996A, DATED AUGUST 1, 1996, MATURING ON FEBRUARY 15, _____, AND THEREAFTER

Notice is hereby given by the undersigned on behalf of the St. Louis Municipal Finance Corporation (the "Corporation") to the owners of the Corporation's outstanding Leasehold Revenue Improvement Bonds, Series 1996A, (the "Series 1996A Bonds"), that there has been deposited irrevocably in trust with UMB Bank, N.A., St. Louis, Missouri, as Escrow Agent, direct obligations of the United States of America, the principal of and interest on which, together with other monies on deposit with the Escrow Agent, shall be sufficient to pay at their stated maturity or on February 15, _____ (with respect to the Series 1996A Bonds maturing on or after February 15, _____), the Series 1996A Bonds maturing on and after February 15, _____, and interest thereon in accordance with the irrevocable election and instructions of the Corporation and the City of St. Louis. UMB Bank, N.A. As Escrow Agent

The Corporation and the City hereby gives the Escrow Agent irrevocable instructions as follows:

To provide in writing, notice in the name of the Corporation, of the Corporation's intention to redeem the Series 1996A Bonds which mature on or after February 15, _____, prior to their stated maturities, such notice to be in substantially the following form and to be mailed to each of the registered owners of such Series 1996A Bonds maturing after February 15, _____, as hereinafter provided, not less than 30 nor more than 60 days prior to the Redemption Date:

NOTICE OF REDEMPTION TO THE OWNERS OF THE ST. LOUIS MUNICIPAL FINANCE CORPORATION LEASEHOLD REVENUE IMPROVEMENT BONDS, SERIES 1996A, DATED AUGUST 1, 1996, MATURING ON FEBRUARY 15, _____, AND THEREAFTER

Notice is hereby given by the undersigned on behalf of the St. Louis Municipal Finance Corporation (the "Corporation") that all outstanding Leasehold Revenue Improvement Bonds, Series 1996A (described above (the "Series 1996A Bonds")) have been irrevocably designated for payment upon

redemption and shall be redeemed on February 15, _____, at a redemption price equal to the percentage set forth below of the principal amount thereof plus interest accrued on such principal amount to, but not including, the date fixed for redemption.

The stated maturity dates, aggregated principal amounts, interest rates, and CUSIP numbers and redemption price (as a percentage) of the Series 1996A Bonds hereby called for redemption are as follows:

Stated Maturity	Principal Amount	Interest Rate	CUSIP	Redemption Price
February 15,				
February 15,				
February 15,				

The total aggregate principal amount of Series 1996A Bonds maturing after February 15, _____, which are hereby called for redemption and shall be payable on February 15, _____, is \$_____.

The Series 1996A Bonds shall be payable upon presentation and surrender at the principal office of UMB Bank, N.A., Attention: Corporate Trust Department, 6 South Broadway, St. Louis, Missouri 63102. Inquiries or requests for additional information should be directed to the principal office of UMB Bank, N.A. or by telephone to (314) _____.

Interest on the Series 1996A Bonds called for redemption shall cease to accrue from and after February 15, _____.

Dated: _____

UMB BANK, N.A.
ESCROW AGENT

[(b) Redemption of Series 1996B Bonds; Notices. The Corporation and the City hereby irrevocably elect and direct the Escrow Agent to cause to be redeemed on the Redemption Date, with the funds in the Escrow Account, the Series 1996B Bonds then outstanding which mature on and after February 15, _____.

The Escrow Agent hereby agrees to expeditiously mail by first class mail, as soon as practicable, after the closing of the Series 2000B Bonds, a notice to registered owners of the Series 1996B Bonds in substantially the following form:

NOTICE TO OWNERS OF ST. LOUIS MUNICIPAL FINANCE CORPORATION LEASEHOLD REVENUE IMPROVEMENT BONDS, SERIES 1996B, DATED AUGUST 1, 1996, MATURING ON FEBRUARY 15, _____, AND THEREAFTER

Notice is hereby given by the undersigned on behalf of the St. Louis Municipal Finance Corporation (the "Corporation") to the owners of the Corporation's outstanding Leasehold Revenue Improvement Bonds, Series 1996B, (the "Series 1996B Bonds"), that there has been deposited irrevocably in trust with UMB Bank, N.A., St. Louis, Missouri, as Escrow Agent, direct obligations of the United States of America, the principal of and interest on which, together with other monies on deposit with the Escrow Agent, shall be sufficient to pay at their stated maturity or on February 15, _____ (with respect to the Series 1996B Bonds maturing on or after February 15, _____), the Series 1996B Bonds maturing on and after February 15, _____, and interest thereon in accordance with the irrevocable election and instructions of the Corporation and the City of St. Louis.

UMB Bank, N.A.
As Escrow Agent

The Corporation and the City hereby gives the Escrow Agent irrevocable instructions as follows:

To provide in writing, notice in the name of the Corporation, of the Corporation's intention to redeem the Series 1996B Bonds which mature on or after February 15, _____, prior to their stated maturities, such notice to be in substantially the following form and to be mailed to each of the registered owners of such Series 1996B Bonds maturing after February 15, _____, as hereinafter provided, not less than 30 nor more than 60 days prior to the Redemption Date:

NOTICE OF REDEMPTION TO THE OWNERS OF THE ST. LOUIS MUNICIPAL FINANCE CORPORATION LEASEHOLD REVENUE IMPROVEMENT BONDS, SERIES 1996B, DATED AUGUST 1, 1996, MATURING ON FEBRUARY 15, _____, AND THEREAFTER

Notice is hereby given by the undersigned on behalf of the St. Louis Municipal Finance Corporation (the "Corporation") that all outstanding Leasehold Revenue Improvement Bonds, Series 1996B (described above (the "Series 1996B Bonds")) have been irrevocably designated for payment upon redemption

and shall be redeemed on February 15, _____, at a redemption price equal to the percentage set forth below of the principal amount thereof plus interest accrued on such principal amount to, but not including, the date fixed for redemption.

The stated maturity dates, aggregated principal amounts, interest rates, and CUSIP numbers and redemption price (as a percentage) of the Series 1996B Bonds hereby called for redemption are as follows:

Stated Maturity	Principal Amount	Interest Rate	CUSIP	Redemption Price
February 15,				
February 15,				
February 15,				

The total aggregate principal amount of Series 1996B Bonds maturing after February 15, _____, which are hereby called for redemption and shall be payable on February 15, _____, is \$_____.

The Series 1996B Bonds shall be payable upon presentation and surrender at the principal office of UMB Bank, N.A., Attention: Corporate Trust Department, 6 South Broadway, St. Louis, Missouri 63102. Inquiries or requests for additional information should be directed to the principal office of UMB Bank, N.A. or by telephone to (314) _____.

Interest on the Series 1996B Bonds called for redemption shall cease to accrue from and after February 15, _____.

Dated:_____

UMB BANK, N.A.
ESCROW AGENT]

Under the provisions of the Interest and Dividend Tax Compliance Act of 1983, as amended, Paying Agents making payments of principal on municipal securities will be obligated to withhold 31% of the payment of principal to holders who have failed to provide the paying agent with a valid Taxpayer Identification Number. Holders of the above described securities will avoid such withholding by providing a certified Taxpayer Identification Number when presenting securities for payment.

8. Remaining Funds. All cash funds and Defeasance Obligations together with any income and interest thereon remaining in the Escrow Account after all Refunded Bonds have been duly paid in full at maturity according to their terms or upon redemption as herein provided, shall be transferred to the City, this was already made, for use for any valid City purpose.

9. Liability of Escrow Agent.

(a) The Escrow Agent shall not be liable for any loss resulting from any investment, sale, transfer or other disposition made pursuant to this Agreement in compliance with the provisions hereof. The Escrow Agent shall have no lien whatsoever on, or right of set-off with respect to, any of the moneys or Defeasance Obligations on deposit in the Escrow Account for the payment of fees and expenses for services rendered by the Escrow Agent under this Agreement or otherwise.

(b) The Escrow Agent shall not be liable for the accuracy of the calculations as to the sufficiency of the Defeasance Obligations and moneys to pay the Refunded Bonds. So long as the Escrow Agent applies the Defeasance Obligations and moneys as provided herein and complies fully with the Agreement, the Escrow Agent shall not be liable for any deficiencies in the amounts necessary to pay the Refunded Bonds caused by such calculations. Notwithstanding the foregoing, the Escrow Agent shall not be relieved of liability arising from, and proximate to, its failure to comply fully with the terms of this Agreement.

(c) In the event of the Escrow Agent's failure to account for any of the Defeasance Obligations or moneys received by it, said Defeasance Obligations or moneys shall be and remain the property of the City in trust for the owners of the Refunded Bonds as herein provided, and if for any reason, such Defeasance Obligations or moneys are not applied as herein provided, the assets of the Escrow Agent shall be impressed with a trust for the amount thereof until the required application shall be made.

10. Fees and Costs of the Escrow Agent. The Escrow Agent shall be entitled to reimbursement from the Corporation of out-of-pocket, legal or extraordinary expenses incurred in carrying out the duties, terms or provisions of this Agreement. Claims for such reimbursement may be made to the City, and in no

event shall such reimbursement be made from funds held by the Escrow Agent pursuant to this Agreement.

11. Resignation or Removal of Escrow Agent; Successor Escrow Agent. The Escrow Agent at the time acting hereunder may, at any time, resign and be discharged from its duties and responsibilities hereby created by giving written notice to the City, the Credit Provider and the Corporation not less than sixty (60) days prior to the date when the resignation is to take effect. Such resignation shall take effect immediately upon the occurrence of the following events: (i) the acceptance of the City, the Credit Provider and the Corporation of the resignation, (ii) the appointment of a successor Escrow Agent (which may be a temporary Escrow Agent), (iii) the acceptance by such successor Escrow Agent of the terms, covenants and conditions of this Agreement, (iv) the transfer of the Escrow Account, including the moneys and Defeasance Obligations held therein, to such successor Escrow Agent, and (v) the completion of any other actions required for the principal of, and interest on, the Defeasance Obligations to be made payable to such successor Escrow Agent rather than to the resigning Escrow Agent.

The Escrow Agent may be removed at any time by an instrument or concurrent instruments in writing, delivered to the Escrow Agent and to the Corporation and the City and signed by the owners of a majority in principal amount of the Refunded Bonds then outstanding. The Escrow Agent may also be removed by the City, the Credit Provider or the Corporation if the Escrow Agent fails to make timely payment on any Payment Date of the amounts required to be paid by it on such payment date by Section 5 of this Agreement to the persons specified in Section 5. Any removal pursuant to this paragraph shall become effective upon the occurrence of the following events: (i) the appointment of a successor Escrow Agent (which may be a temporary successor Escrow Agent) by the City with the approval of the Credit Provider and the Corporation, (ii) the acceptance by such successor Escrow Agent of the terms, covenants and conditions of this Agreement, (iii) the transfer of the Escrow Account, including the moneys and Defeasance Obligations held therein, to such successor Escrow Agent, and (iv) the completion of any other actions required for the principal of, and interest on, the Defeasance Obligations to be made payable to such successor Escrow Agent rather than to the Escrow Agent being removed.

In the event that the Escrow Agent shall resign or be removed, or be dissolved, or shall be in the course of dissolution or liquidation, or otherwise become incapable of acting hereunder, or in case the Escrow Agent shall be taken under the control of any public officer(s), or of a receiver appointed by a court, the

City with the consent of the Credit Provider and the Corporation shall appoint a temporary Escrow Agent to fill such vacancy until a successor Escrow Agent shall be appointed by the City in the manner above provided, and any such temporary Escrow Agent so appointed by the City shall immediately and without further act be superseded by the successor Escrow Agent so appointed.

In the event that no appointment of a successor Escrow Agent or a temporary successor Escrow Agent shall have been made by such owners of a majority in principal amount of Refunded Bonds then outstanding or by the City pursuant to the foregoing provisions of this Section within sixty (60) days after written notice of resignation of the Escrow Agent has been given to the City, the Credit Provider and the Corporation, the holder of any Series 1996A Bond or any retiring Escrow Agent may apply to any court of competent jurisdiction for the appointment of a successor Escrow Agent, and thereupon, such court may, after such notice, if any, as it shall deem proper, appoint a successor Escrow Agent.

No successor Escrow Agent shall be appointed unless such successor Escrow Agent shall be a corporation with full trust powers, authorized to do business in the State of Missouri, as amended, and organized under the banking laws of the United States or the State of Missouri, and shall have, at the time of appointment, capital, surplus and undivided profits of not less than Seventy Five Million Dollars (\$75,000,000).

Every successor Escrow Agent appointed hereunder shall execute, acknowledge and deliver to its predecessor and to the City, the Credit Provider and the Corporation an instrument in writing accepting such appointment hereunder and, thereupon, such successor Escrow Agent, without any further act, deed or conveyance, shall become fully vested with all of the rights, immunities, powers, trusts, duties and obligations of its predecessor, but such predecessor shall, nevertheless, on the written request of such successor Escrow Agent, the City, the Credit Provider or the Corporation, execute and deliver an instrument transferring to such successor Escrow Agent all the estates, properties, rights, powers and trusts of such predecessor hereunder, and every predecessor Escrow Agent shall deliver, to its successor, all securities and moneys held by such predecessor Escrow Agent. In the event that any transfer, assignment or instrument in writing from the City, the Credit Provider or the Corporation be required by any successor Escrow Agent for more fully and certainly vesting in such successor Escrow Agent the estates, rights, powers and duties hereby vested or intended to be vested in the predecessor Escrow Agent, any such transfer, assignment and instrument in writing shall, on request, be executed, acknowledged and delivered by the City, the Credit Provider or the Corporation.

Any corporation into which the Escrow Agent, or any successor to it of the duties and responsibilities created by this Agreement, may be merged or converted, or with which it or any successor to it may be consolidated, or any corporation resulting from any merger, conversion, consolidation or tax free reorganization to which the Escrow Agent or any successor to it shall be a party, shall, if satisfactory to the City, the Credit Provider and the Corporation, be the successor Escrow Agent under this Agreement, without the execution or filing of any paper or any other act on the part of the parties hereto, anything herein to the contrary notwithstanding.

12. Termination. This Agreement shall terminate when all transfers required to be made by the Escrow Agent under the provisions hereof shall have been made.

13. Severability. If any one or more of the covenants or agreements provided in this Agreement on the part of the City or the Escrow Agent to be performed should be determined by a court of competent jurisdiction to be contrary to law, such covenant or agreement shall be deemed and construed to be severable from the remaining covenants and agreements herein contained, and shall in no way affect the validity of the remaining provisions of this Agreement.

14. Successors and Assigns. All of the covenants, promises and agreements in this Agreement contained by or on behalf of the Corporation or by or on behalf of the Escrow Agent shall be binding upon, and inure to the benefit of, their respective successors and assigns, whether or not so expressed.

15. Reliance. The Escrow Agent hereunder is conclusively entitled to rely on this Agreement and the opinions of bond counsel and any special tax counsel as to the validity and legal sufficiency thereof and of the refunding, and shall incur no liability for application of funds in accordance with the provisions of this Agreement. The City agrees to indemnify and save harmless to the extent permitted by law the Escrow Agent from and against any claims arising out of or on account of the refunding except for its willful misconduct or gross negligence and except for claims based on its failure to faithfully perform the terms and provisions of this Agreement.

16. Governing Law. This Agreement shall be governed by, and be construed in accordance with, the laws of the State of Missouri.

17. Counterparts. This Agreement may be executed in several counterparts, all of any of which shall be regarded, for all purposes, as one original, and shall constitute and be but one and the same instrument.

18. Amendments to this Agreement. This Agreement is made for the benefit of the owners from time to time of the Refunded Bonds and it shall not be repealed, revoked, altered or amended without the written consent of all such owners and the Escrow Agent; provided however, that the Escrow Agent may, without the consent of, or notice to, such owners, enter into such agreements supplemental to this Agreement as shall not adversely affect the rights of such owners and as shall not be inconsistent with the terms and provisions of this Agreement, or any one or more of the following purposes:

(a) to cure any ambiguity or formal defect or omission in this Agreement.

(b) to grant to, or confer upon, the Escrow Agent for the benefit of the holders of the Refunded Bonds, any additional rights, remedies, powers or authority that may lawfully be granted to, or conferred upon, such holders or the Escrow Agent; and

(c) to subject to this Agreement additional funds, securities or properties.

The Escrow Agent shall be entitled to rely exclusively upon an opinion of counsel, nationally recognized on the subject of municipal bonds, acceptable to the Escrow Agent with respect to compliance with this Section, including the extent, if any, to which any change, modification, addition or elimination affects the rights of the holders of the Refunded Bonds, or that any instrument executed hereunder complies with the conditions and provisions of this Section.

IN WITNESS WHEREOF, the parties hereto have each caused this Agreement to be executed by their duly authorized officers or elected officials, and their corporate seals to be hereunder affixed and attested as of the date first above written.

THE CITY OF ST. LOUIS

By: _____
Mayor

By: _____
Comptroller

By: _____
Treasurer

(SEAL)

ATTEST:

By: _____
Register

Approved as to form:

By: _____
City Counselor

ST. LOUIS MUNICIPAL FINANCE
CORPORATION

By: _____
President

(SEAL)

ATTEST:

By: _____
Secretary

UMB BANK, N.A.

By: _____
Vice President

(SEAL)

ATTEST:

By: _____
Assistant Secretary

EXHIBIT A
DEFEASANCE OBLIGATIONS

SCHEDULE I

Part 1

Type Par Amount Coupon Maturity Date

SCHEDULE II

Debt Service Schedule for Refunded Bonds

SCHEDULE III

Schedule of Reinvestments

Reinvestment Date Maturity Date Amount Reinvested

EXHIBIT F

CONTINUING DISCLOSURE AGREEMENT

between

THE CITY OF ST. LOUIS, MISSOURI

and

UMB BANK, N. A.

St. Louis, Missouri as Dissemination Agent

Dated JANUARY 1, 2000

\$ _____

ST. LOUIS MUNICIPAL FINANCE CORPORATION

CITY JUSTICE CENTER

LEASEHOLD REVENUE IMPROVEMENT [REFUNDING] BONDS

SERIES 2000[A]

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CONTINUING DISCLOSURE AGREEMENT

This Continuing Disclosure Agreement (the **Disclosure Agreement**) is executed and delivered by the City of St. Louis, Missouri (the **City**) and UMB Bank, N.A., as Dissemination Agent (the **Dissemination Agent**) in connection with the issuance of \$_____ City Justice Center Leasehold Revenue Improvement [Refunding] Bonds, Series 2000[A] (the **Series 2000[A] Bonds**) of St. Louis Municipal Finance Corporation (the **Corporation**). The Series 2000[A] Bonds are being issued pursuant to an Indenture of Trust, dated as of August 1, 1996 (the **Master Indenture**) between the City and the UMB Bank, N.A. as Trustee (the "Trustee"), as supplemented by the Second [Third] Supplemental Indenture dated January 1,

2000 (the **Second [Third] Supplemental Indenture**, collectively, the **Indenture**), by and between the Corporation and the Trustee. The proceeds of the Series 2000[A] Bonds are being used to finance the costs of completing the City Justice Center [and, if market conditions warrant, to refund the Refunded Bonds], as defined in the Second [Third] Supplemental Indenture, to fund a debt service reserve fund and to pay the cost of issuance of the Series 2000[A] Bonds. Pursuant to Section 16.8 of the Lease Purchase Agreement between the Corporation and the City (the **Lease Agreement**), the City has covenanted and agreed as follows:

SECTION 1: Purpose of the Disclosure Agreement.

This Disclosure Agreement is being executed and delivered by the City and the Trustee for the benefit of the Bondholders and Beneficial Owners of the Series 2000[A] Bonds and in order to assist the Participating Underwriters in complying with the Rule (as defined below). The City and the Corporation acknowledge that the Credit Provider (as defined in the Second [Third] Supplemental Indenture) has undertaken no responsibility with respect to any reports, notices or disclosures provided or required under this Disclosure Agreement, and has no liability to any person, including any Holder or Beneficial Owner of the Series 2000[A] Bonds, with respect to the Rule.

SECTION 2: Definitions.

In addition to the definitions set forth in the Indenture, which apply to any capitalized term used in this Disclosure Agreement unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

Annual Report shall mean any Annual Report provided by the City pursuant to, and as described in, Sections 3 and 4 of this Disclosure Agreement.

Beneficial Owner shall mean any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Series 2000[A] Bonds for federal income tax purposes.

Disclosure Representative shall mean the Comptroller of the City or his or her designee, or such other person as the City shall designate in writing to the Trustee from time to time.

◆Dissemination Agent◆ shall mean UMB Bank, N.A., , acting in its capacity as Dissemination Agent hereunder, or any successor Dissemination Agent designated in writing by the City and which has filed with the City, the Corporation and the Trustee a written acceptance of such designation.

◆Listed Events◆ shall mean any of the events listed in Section 5(a) of this Disclosure Agreement.

◆National Repository◆ shall mean any Nationally Recognized Municipal Securities Information Repository for purposes of the Rule. The National Repositories currently approved by the Securities and Exchange Commission are set forth in Exhibit B hereto.

◆Participating Underwriter◆ shall mean any of the original underwriters of the Series 2000[A] Bonds required to comply with the Rule in connection with offering of the Series 2000[A] Bonds.

◆Repository◆ shall mean each National Repository and each State Repository.

◆Rule◆ shall mean Rule 15c12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

◆State◆ shall mean the State of Missouri.

◆State Repository◆ shall mean any public or private repository or entity designated by the State as a state repository for the purpose of the Rule and recognized as such by the Securities and Exchange Commission. As of the date of this Disclosure Agreement, there is no State Repository.

SECTION 3: Provision of Annual Reports.

A. The City shall, or shall cause the Dissemination Agent to, not later than 180 days after the end of the City◆s fiscal year (presently June 30) commencing with the report for the 1999 Fiscal Year, provide to each Repository an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Agreement. In each case, the Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Agreement; provided that the audited financial statements of the City may be

submitted separately from the balance of the Annual Report and later than the date required above for the filing of the Annual Report if they are not available by that date. If the City's fiscal year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5A of this Disclosure Agreement.

B. Not later than fifteen (15) Business Days prior to the date specified in Subsection A for providing the Annual Report to the Repositories, the City shall either provide the Annual Report to the Dissemination Agent with instructions to file the Annual Report as specified in Subsection A or provide a written certification to the Dissemination Agent and the Trustee (if not the Dissemination Agent) that the City has provided the Annual Report to the Repositories).

C. If the Dissemination Agent is unable to verify that an Annual Report has been provided to the Repositories by the date in Subsection A, the Dissemination Agent shall send a notice to each Repository (the Municipal Securities Rulemaking Board and the State Repository, if any) in substantially the form as Exhibit A hereto.

D. The Dissemination Agent shall:

1. determine each year prior to the date for providing the Annual Report the name and address of each National Repository and the State Repository, if any; and
2. promptly following receipt of the Annual Report and the instructions required by B above, provide the Annual Report to the Repositories and file a report with the City (unless the City has certified in writing that the City has provided the Annual Report to the Repositories), the Corporation and (if the Dissemination Agent is not the Trustee) the Trustee certifying that the Annual Report has been provided pursuant to this Disclosure Agreement, stating the date it was provided, and listing all the Repositories to which it was provided or that the City has certified that it filed the Annual Report.

SECTION 4: Content of the Annual Report.

The City's Annual Report shall contain or include by reference the following:

A. The audited financial statements of the City for the prior fiscal year, prepared in accordance with generally accepted accounting principles as

promulgated from time to time by the Financial Accounting Standards Board. If the City's audited financial statements are not available by the time the Annual Report is required to be filed pursuant to Section 3A of this Disclosure Agreement, the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the final Official Statement, and the audited financial statements shall be filed in the same manner as the Annual Report when they become available.

B. Certain statistical and operating data of the City updated for the prior Fiscal Year in substantially the scope and form contained in Appendix A to the final Official Statement in tables under the sections captioned:

(1) "ECONOMIC AND DEMOGRAPHIC DATA:" "Population and Other Statistics," "Employment," "Economic Development," "Major Employers," "Major taxpayers," and "Budget and Construction Data;"

(2) "FINANCIAL MANAGEMENT AND EXPENDITURE CONTROLS:" "General Revenue Fund," "General Revenue Fund Receipts by Category," "Earnings Tax," "Franchise Tax," "Sales Tax," "Gross Receipts Tax," "Motor Vehicle Sales Tax," "Motor Fuel Tax," "Real and Personal Property Taxes," "Payroll Tax," "Other Taxes," "License Fees," "Department Receipts," and "Operating Transfers;"

(3) "RETIREMENT SYSTEMS;" and

(4) "INSURANCE AND LITIGATION."

(5) Certain statistical and operating data of the City updated for the prior Fiscal Year in substantially the scope and form contained in the final Official Statement in tables under the section captioned "The Series 2000[A] Bonds - Pledged Revenues."

Any or all of the items listed above may be included by specific reference to other documents, including official statements of issues with respect to which the City is an obligated person (as defined by the Rule), which have been filed with each of the Repositories or the Securities and Exchange Commission. If the document included by reference is a final official statement, it must be available from the Municipal Securities Rulemaking Board. The City shall clearly identify each such other document so included by reference.

SECTION 5: Reporting of Significant Events.

A. Pursuant to the provisions of this Section, the City shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Series 2000[A] Bonds, if material:

1. principal and interest payment delinquencies;
2. non-payment related defaults;
3. modifications to rights of Bondholders;
4. optional, contingent or unscheduled bond calls;
5. defeasance;
6. rating changes;
7. adverse tax opinions or events affecting the tax-exempt status of the Series 2000[A] Bonds;
8. unscheduled draws on debt service reserves reflecting financial difficulties;
9. unscheduled draws on credit enhancements reflecting financial difficulties;
10. substitution of credit or liquidity providers, or their failure to perform;
11. release, substitution or sale of property securing repayment of the Series 2000[A] Bonds.

B. The Dissemination Agent shall, within one (1) Business Day of obtaining actual knowledge of the occurrence of any of the Listed Events, contact the Disclosure Representative, inform such person of the event, and request that the City promptly notify the Trustee in writing whether or not to report the event pursuant to Subsection F.

C. Whenever the City obtains knowledge of the occurrence of a Listed Event, because of a notice from the Dissemination Agent pursuant to Subsection B or otherwise, the City shall as soon as possible determine if such event would be material under applicable federal securities laws.

D. If knowledge of the occurrence of a Listed Event would be material under applicable federal securities laws, the City shall promptly notify the Dissemination Agent in writing. Such notice shall instruct the Dissemination Agent to report the occurrence pursuant to Subsection F.

E. If in response to a request under Subsection B, the City determines that the Listed Event would not be material under applicable federal securities laws, the City shall so notify the Dissemination Agent in writing and instruct the Dissemination Agent not to report the occurrence pursuant to Subsection F.

F. If the Dissemination Agent has been instructed by the City to report the occurrence of a Listed Event, the Dissemination Agent shall file a notice of such occurrence with the Municipal Securities Rulemaking Board or to National Repositories and each State Repository with a copy to the City and the Credit Provider. Notwithstanding the foregoing, notice of Listed Events described in Subsections A-4 and 5 need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to the Bondholders of affected Bonds pursuant to the Indenture.

SECTION 6: Termination of Reporting Obligations.

The City's obligations under this Disclosure Agreement shall terminate upon the legal defeasance, prior redemption or payment in full of all the Series 2000[A] Bonds. If the City's obligations under the Indenture are assumed in full by another entity, such entity shall be responsible for compliance with this Disclosure Agreement in the same manner as if it were the City, and the City shall have no further responsibility hereunder. If such termination or substitution occurs prior to the final maturity of the Series 2000[A] Bonds, the City shall give notice of such termination or substitution in the same manner as for a Listed Event under Section 5A of this Disclosure Agreement.

SECTION 7: Dissemination Agent.

The City may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Agreement, and may discharge any such Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the City pursuant to this Disclosure Agreement. If at any time there is not any other designated Dissemination Agent, the Trustee shall be the Dissemination Agent. The initial Dissemination Agent shall be UMB Bank, N.A.

SECTION 8: Amendment; Waiver.

Notwithstanding any other provision of this Disclosure Agreement, the City and the Dissemination Agent may amend this Disclosure Agreement (and the execution of such amendment by the Dissemination Agent so requested by the City shall not be unreasonably withheld) and any provision of this Disclosure Agreement may be waived, provided that the following conditions are satisfied:

1. If the amendment or waiver related to the provisions of Sections 3A, 4 or 5A of this Disclosure Agreement, it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law or change in the identity, nature or status of an obligated person with respect to the Series 2000[A] Bonds, or the type of business conducted;
2. The undertaking, as amended or taking into account such waiver, should, in the opinion of nationally recognized Bond Counsel, have complied with the requirements of the Rule at the time of the original issuance of the Series 2000[A] Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and
3. The amendment or waiver either (i) is approved by the Bondholders of the Series 2000[A] Bonds in the same manner as provided in the Indenture for amendments to the Indenture with the consent of Bondholders, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Bondholders or Beneficial Owners of the Series 2000[A] Bonds.

In the event of any amendment or waiver of a provision of this Disclosure Agreement, the City shall describe such amendment in the next Annual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or, in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the City. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (i) notice of such change shall be given in the same manner as for a Listed Event under Section 4 of this Disclosure Agreement, and (ii) the Annual Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

SECTION 9: Additional Information.

Nothing in this Disclosure Agreement shall be deemed to prevent the City from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in any Annual Report or notice of the occurrence of a Listed Event, in addition to that which is required by this Disclosure Agreement, the City shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Report or notice of the occurrence of a Listed Event.

SECTION 10: Default.

In the event of a failure of the City or the Dissemination Agent to comply with any provision of this Disclosure Agreement, the Trustee may (and, upon receipt of satisfactory indemnity at the request of any Participating Underwriter or the Bondholders or Beneficial Owner of at least 25% aggregate principal amount of Outstanding Bonds, shall), or any Bondholder or Beneficial Owner of at least 25% aggregate principal amount of the Series 2000[A] Bonds may take such action as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City or the Dissemination Agent, as the case may be, to comply with its obligations under this Disclosure Agreement. A default under this Disclosure Agreement shall not be deemed to be an Event of Default under the Indenture, and the sole remedy under this Disclosure Agreement in the event of any failure of the City or the Dissemination Agent to comply with this Disclosure Agreement shall be action to compel performance.

SECTION 11: Duties, Immunities and Liabilities of Trustee and Dissemination Agent.

Article X of the Master Indenture is hereby made applicable to the Dissemination Agent as if said Article were (solely for this purpose) contained in this Disclosure Agreement. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement, and, to the extent permitted by applicable law, the City hereby indemnifies and saves the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including reasonable attorneys fees and expenses) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The obligations of the City under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Series 2000[A] Bonds.

SECTION 12: Notices.

Any notices or communications to or among any of the parties to this Disclosure Agreement may be given as follows:

To the City:

The City of St. Louis, Missouri
City Hall, Room 212
1200 Market Street
St. Louis, Missouri 63103
Attention: Comptroller
Telephone/Fax: 314-622-4389/314-622-4026

To the Trustee:

UMB Bank, N.A.
Attn: Corporate Trust Department
2401 Grand Avenue, 1st Floor Kansas City, MO 64106
Telephone/Fax: 816-860-3014; 816-860-3021

Any person may, by written notice to the other persons listed above, designate a different address or telephone number(s) to which subsequent notices or communications should be sent.

SECTION 13: Beneficiaries.

This Disclosure Agreement shall inure solely to the benefit of the City, the Trustee, the Dissemination Agent, the Participating Underwriters, and Bondholders and Beneficial Owners from time to time of the Series 2000[A] Bonds, and shall create no rights in any other person or entity.

SECTION 14: Counterparts.

This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 15: Governing Law.

This Disclosure Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.

SECTION 16: Severability.

If any provision in this Disclosure Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

SECTION 17: Captions.

The captions or headings in this Disclosure Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or section of this Disclosure Agreement.

Dated: _____, 2000

THE CITY OF ST. LOUIS, MISSOURI

By _____
Mayor

By _____
Comptroller

(SEAL)

ATTEST

Register

APPROVED AS TO FORM:

By _____
City Counselor

UMB BANK, N.A. as Dissemination Agent

By _____
Authorized Officer

EXHIBIT A
NOTICE TO REPOSITORIES OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: St. Louis Municipal Finance Corporation (◆Corporation◆)

Name of Bond Issue: City Justice Center Leasehold Revenue Improvement and Refunding Bonds Series 2000[A]

Name of Obligor: The City of St. Louis, Missouri

Date of Issuance: January ____, 2000

NOTICE IS HEREBY GIVEN that the Corporation has not provided an Annual Report with respect to the above-named Bonds as required by Section 507 of the Second [Third] Supplemental Indenture of Trust dated [January 1], 2000, between the City and UMB Bank, N.A., as Trustee (the ◆Trustee◆). [The City has notified the Dissemination Agent that it anticipates that the Annual Report will be filed by _____.]

DATED: _____

UMB BANK, N.A., as Dissemination Agent on behalf of the City of St. Louis, Missouri

cc: Comptroller, The City of St. Louis, Missouri
City Counselor, The City of St. Louis, Missouri

A-1
EXHIBIT B

Nationally Recognized Municipal Securities Information Repositories approved by the Securities and Exchange Commission as of October 17, 1999

Bloomberg Municipal Repository
P.O. Box 840
Princeton, NJ 08542-0804
Internet address: MUNIS@bloomberg.doc
(609) 279-3225 FAX (609) 279-5962

Thomson NRMSIR
Municipal Disclosure
395 Hudson Street, 3rd Floor
New York, NY 10014

Internet address: Disclosure@muller.com
(212) 807-5001
FAX (212) 989-2078

DPC Data Inc.
One Executive Drive
Fort Lee, NJ 07024
Phone: (201) 346-0701
E-mail: nrmsir@dpcdata.com

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REQUEST FOR PROPOSAL TO SERVE AS MASTER SERVICER

Proposal Submission Deadline: Friday, November 19, 1999

St. Louis Municipal Finance Corporation (the **Issuer**) is seeking proposals for servicing of up to five (5) years **production of Down Payment Assistance loans (the DPA Loans)** proposed to be originated under the Issuer's Down Payment Assistance Program commencing in 1999. The DPA Loans will be originated by multiple participating lenders and sold to the Master Servicer.

The Master Servicer will be required to originate and/or purchase DPA Loans from all participating lenders and then to sell or transfer the DPA Loans to the Issuer. The Master Servicer will be responsible for collecting all principal and interest payments due on the DPA Loans and subject to terms and conditions of a Servicing Agreement between the Master Servicer and the Issuer transfer any and all payments made on DPA Loans to the Custodian under a Disbursing and Custody Agreement dated as of November 1, 1999 the **Custody Agreement**. The Master Servicer will service the DPA Loans pursuant to an Origination and Servicing Agreement and Fannie Mae guidelines. The DPA Loans to be purchased by the Master Servicer are anticipated to be originated over 60 months, however, the Issuer may extend the Delivery Period if necessary and appropriate.

In addition to meeting the requirements of FNMA and other requirements of the Issuer, the successful bidder must meet or agree to the following:

1. Be a financial institution engaged in the business of servicing residential mortgage loans and qualified to do business in the State of Missouri;
2. Enter into (i) Origination and Servicing Agreement with the Originating Lenders and the Issuer; and
3. Be (i) an FNMA approved mortgagee, a FNMA-approved issuer and servicer of single family residential mortgage loans.

Please provide on the attached Bid Form(s) your quotation of rates for purchase of servicing at the annual servicing fee, expressed in basis points, for loans originated in the categories shown thereon. In addition, please complete the Master Servicer Information Form attached hereto as Exhibit B.

If your institution is interested in acting as the Master Servicer for this program, please submit your proposal on the attached Bid Form and include a copy of the completed Master Servicer Information Form attached hereto as Exhibit B by facsimile transmission or otherwise to the following by 10 a.m.

_____, November ____, 1999 (if sent by facsimile transmission, an original of the completed Bid Form and Master Servicer Information Form must be sent by overnight delivery service for receipt by 10:00 a.m. the following day to:

St. Louis Municipal Finance Corporation
Ms. Ivy Neyland-Pinkston, Chairman
1200 Market Street, Room 314
St. Louis, Missouri 63103
TEL: (314) 622-3399
FAX: (314) 622-4026

Clarification via telephone may be required by representatives of the Issuer and the participating lending institutions prior to final selection of the Master Servicer. If it becomes necessary to revise any part of the RFP or if additional information is necessary to clarify any provision of this RFP, the revision or additional information will be provided to all offerors who have requested the RFP.

The St. Louis Municipal Finance Corporation shall not be responsible for any expenses incurred by an offeror in responding to this RFP. All costs incurred by offerors in the preparation, transmittal or presentation of any proposal or material submitted in response to this RFP will be borne solely by the offeror.

Except as part of the evaluation process, until the award is made and notice given to all offerors, no employee, agent, or representative of an offeror shall make available or discuss its proposal with any officer, member, employee, agent, or representative of the St. Louis Municipal Finance Corporation other than the Contact Person, Ivy Neyland-Pinkston.

Until the award is made and notice given to all Offerors, the St. Louis Municipal Finance Corporation will not disclose the contents of any proposal or discuss the contents of any proposal with an offeror or potential offeror, so as to make the contents of any offer available to competing or potential offerors.

Any questions with respect to the Program should be directed to Ivy Neyland-Pinkston, (314) 622-3399.

THE ISSUER RESERVES THE RIGHT TO ACCEPT ANY OR REJECT ALL PROPOSALS PROVIDED IN RESPONSE TO THIS SOLICITATION.

St. Louis Municipal Finance Corporation
Down Payment Assistance Note Program
Series 1999
BID FORM

Under this bid the Master Servicer will also be responsible for the compliance review of the loans and certification of compliance to the Issuer. Approximately \$1,250,000 of new Down Payment Assistance Loans is expected to be originated for purchase by the Master Servicer and participating lenders under this Program.

- Annual servicing fee paid to the Master Servicer of \$_____
- Amount expressed as basis points of original principal amount of loans to be serviced. _____

Bid may be presented as an annual lump sum fee or as a spread in basic points payable over the life of the second Loans. The undersigned offers to act as the Master Servicer for the Program (as previously described) in accordance with the above bid.

(Name of Master Servicer)

By:

Name:

Title:

Address: _____

Contact Person: _____

Telephone Number: _____

Facsimile Number: _____

EXHIBIT A

Identification of Tasks

A. Program Development

- Assign experienced staff immediately upon bid acceptance to review final program terms and all Program documents (including the Origination Agreement and Servicing Agreement) suggesting revisions as necessary.
- Conduct with the St. Louis Municipal Finance Corporation staff Lender meetings at which the underwriting guidelines and Program procedures will be explained to participating Lenders subsequent to the loan closing.
- Confirm with the Issuer, the Custody Loan and participating Lenders a schedule and procedure for the regular acquisition, of Down Payment Assistance Loans.

B. Origination Period

- Review Down Payment Assistance Loan documents and Lender's Certificates within five (5) business days of receipt for conformity with the requirements of the Origination Agreement and the related Program Notice
- Purchase and fund (within 10 business days of receipt) Down Payment Assistance Loans from participating Lenders upon delivery of such Loans and the required documentation by participating Lenders.
- Deliver Down Payment Assistance Loans, immediately upon execution, to the St. Louis Municipal Finance Corporation for purchase.
- Report to the Issuer and the Custodian, on a monthly basis, the aggregate dollar amount of Down Payment Assistance Mortgage Loans acquired by the Master Servicer from each Lender and the status of such Loans.
- Consult with and advise the Lenders and the St. Louis Municipal Finance Corporation concerning technical questions which may arise with respect to the Down Payment Assistance Loans.

C. Ongoing

- Service loans in accordance with Fannie Mae Guidelines.
- Render to the Issuer, Custodian, participating lenders or others, as appropriate, such certifications as shall be required from time to time pursuant to the Program documents to assure compliance with Program guidelines.
- Consult with and advise the Originating Lenders, the Issuer and the Custodian regarding technical questions which may arise from time to time.
- Take any other action which it deems necessary or appropriate in order to facilitate the implementation of the Program in accordance with the provisions of the Program documents with the approval of the President or Secretary of the Municipal Finance Corporation.

EXHIBIT B
ST. LOUIS MUNICIPAL FINANCE CORPORATION

Master Servicer Information Form

Master Servicer hereby supplies the following information (Use separate sheets as necessary):

1. Full legal name of institution:

_____.

2. Master Servicer was organized on _____ under the laws of _____ and is currently supervised by

_____.

3. Address and telephone/facsimile number of principal office:

4. Name, title, address and telephone/facsimile number of person to whom correspondence with regard to this Program should be addressed:

5. Check all of the following which apply to Master Servicer:

- (i) Originated and/or serviced mortgage loans for single family residences in the State of Missouri for the previous 3-year period.
- (ii) FHA-approved mortgagee
- (iii) VA-approved mortgagee
- (iv) RD-approved mortgagee
- (v) GNMA-approved Seller/Servicer
- (vi) FNMA-approved Seller/Servicer and approved to sell Community Home Buyers Program loans to FNMA
- (vii) FDIC-insured
- (viii) Direct endorser under FHA Program
- (ix) Maintain Errors and Omissions Insurance in amount required by FNMA

◆ (x) Maintain Fidelity Bond Coverage in amount required by FNMA

6. BASIC INFORMATION

Total Assets as of most recent fiscal year-end \$_____

Net Worth as of most recent fiscal year-end \$_____

Total Amount of Single Family Loans originated and/or purchased in calendar year 1998 \$_____

Total Amount of Single Family Loans serviced at 12/31/98
\$_____

7. Please supply the following information as of the end of the following years, relating to all single family residential mortgage loans being serviced by you for your own account or for the account of others: 12/31/96 12/31/97 12/31/98

% of Loans 30-60 days delinquent	%	%	%
% of Loans 31-90 days delinquent	%	%	%
% of Loans more than 90 days delinquent (except for loans in process of foreclosure)	%	%	%
% of Loans in process of foreclosure	%	%	%

Legislative History				
1ST READING	REF TO COMM	COMMITTEE	COMM SUB	COMM AMEND
11/19/99	11/19/99	W&M		
2ND READING	FLOOR AMEND	FLOOR SUB	PERFECTN	PASSAGE
12/10/99			10/10/99	12/10/99
ORDINANCE	VETOED		VETO OVR	
64811				