

ORDINANCE #65447
Board Bill No. 342
Floor Substitute

AN ORDINANCE, RECOMMENDED BY THE BOARD OF ESTIMATE AND APPORTIONMENT AND BY THE BOARD OF PUBLIC SERVICE, AUTHORIZING AND DIRECTING THE EXECUTION AND DELIVERY OF A PROJECT CONSTRUCTION, FINANCING AND OPERATION AGREEMENT (THE "PROJECT AGREEMENT") BY AND AMONG THE CITY OF ST. LOUIS (THE "CITY"), THE COUNTY OF ST. LOUIS (THE "COUNTY"), THE STATE OF MISSOURI (THE "STATE", COLLECTIVELY, WITH THE CITY AND COUNTY, THE "PUBLIC PARTICIPANTS"), AND THE ST. LOUIS CARDINALS, L.P. (THE "CARDINALS"), PERTAINING TO THE DESIGN, CONSTRUCTION, FINANCING, AND OPERATION OF A NEW DOWNTOWN BALLPARK SUITED FOR MAJOR LEAGUE BASEBALL (THE "BALLPARK") AND AN ADJACENT MIXED USE DEVELOPMENT ("BALLPARK VILLAGE"), A LEASE ("THE PRIME LEASE") OF THE BALLPARK TO THE PUBLIC PARTICIPANTS IF DESIRABLE BY THE PUBLIC PARTICIPANTS, RESPECTIVELY, FROM A POLITICAL SUBDIVISION OF THE STATE TO BE DESIGNATED BY THE STATE (THE "AUTHORITY"), ITS LEASEBACK (THE "OPERATING LEASE") TO THE AUTHORITY IF DESIRABLE BY THE PUBLIC PARTICIPANTS, RESPECTIVELY, AND ISSUANCE OF AND PROVISION FOR REPAYMENT OF BONDS ISSUED BY THE AUTHORITY IN THREE SEPARATE SERIES FOR THE BENEFIT OF EACH SPONSOR; AUTHORIZING THE PLANNING, DESIGN, AND CONSTRUCTION OF CERTAIN PUBLIC WORKS OR IMPROVEMENTS AS SET FORTH IN THE PROJECT AGREEMENT; AUTHORIZING AND DIRECTING THE MAYOR AND THE COMPTROLLER TO ENTER INTO AND EXECUTE, ON BEHALF OF THE CITY, SAID PROJECT AGREEMENT, PRIME LEASE AND OPERATING LEASE; AUTHORIZING AND DIRECTING THE TAKING OF OTHER ACTIONS AND EXECUTION OF OTHER DOCUMENTS AS NECESSARY OR DESIRABLE TO CARRY OUT AND COMPLY WITH THE CONTENT HEREOF AND TO COMPLY WITH THE DUTIES OF THE CITY HEREUNDER; RATIFYING AND CONFIRMING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING; CONTAINING A SEVERABILITY CLAUSE; AND CONTAINING AN EMERGENCY CLAUSE.

WHEREAS, the Cardinals have proposed building the Ballpark in the City to serve as the home of the St. Louis Cardinals, to build the Ballpark Village and to build certain public works and improvements as set forth in **Exhibit A** attached hereto and incorporated herein by this reference (the Ballpark, the Ballpark Village and the public works and improvements collectively referred to herein as the "Project"); and

WHEREAS, funds are needed to plan, construct, equip and improve the Ballpark; and

WHEREAS, the Cardinals have requested the Public Participants to assist in the funding of the Ballpark; and

WHEREAS, on June 19, 2001, the Governor of the State, the Mayor of the City and the County Executive of the County executed a Memorandum of Understanding for New Cardinals Ballpark and Ballpark Village (the "MOU") with the Public Participants to provide the assistance described therein to the Cardinals, subject to the commitments of the Cardinals described therein, the passage of a Sports Center Redevelopment Authority Act, a draft of which is attached hereto and marked as **Exhibit B** as may be amended by the State (the "Act"), and other necessary and appropriate State enabling legislation, the execution of necessary and appropriate agreements further detailing the essential terms and economic elements of the transaction outlined therein, including, but not limited to the Project Agreement, and final approval by their respective governing bodies; and

WHEREAS, the Board of Aldermen hereby determines that the approval, ratification and endorsement of the MOU is in the best interests of the City and its residents and inhabitants; and

WHEREAS, the Project will significantly benefit the Public Participants by: (i) increasing state and local tax revenues through the creation of new jobs, (ii) increasing state and local tax revenues through increased sales, (iii) increasing state and local tax revenues through increased property tax values, (iv) increasing state and local tax revenues through taxes withheld or paid by employers, (v) enhancing regional tourism, and (vi) creating an environment to stimulate additional private investment in the area where the Project will be located; and

WHEREAS, the City is authorized pursuant to the Constitution and the laws of the State of Missouri, the City Charter, and other applicable provisions of law, to enter into contracts, agreements, leases and subleases with the State, other political subdivisions and other entities and individuals to acquire, sell, convey, lease, sublease, own, operate, finance, develop or improve or any combination thereof property, including, without limitation, the Ballpark, and to agree to pay rents or other fees or charges, subject to annual appropriation; and

WHEREAS, subject to annual appropriation, the City is prepared to provide a fixed annual appropriation not to exceed \$4,200,000 per year beginning in July of 2005 for purposes of providing debt service including paying agent fees, trustee fees and other annual debt service -related fees over 30 years for a debt financing that will provide a net sum not to exceed \$60,000,000 for payment of construction costs for the Ballpark, net of any reasonable reserves required for financing, capitalized interest and costs of issuance of the City for financing such net amount; and

WHEREAS, in order for the Public Participants to participate in the design, construction, financing and operation of the Project it is necessary that the City enter into and execute the Project Agreement, a form of which is attached hereto and incorporated herein as **Exhibit C**; and

WHEREAS, a public purpose is served in providing financial assistance to the Ballpark as described herein, and the City hereby finds and determines that it is desirable and in the best interests of the City and its residents and inhabitants to execute the Project Agreement, the Prime Lease and the Operating Lease; and

WHEREAS, this Ordinance has been recommended by the Board of Estimate and Apportionment and by the Board of Public Service;

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

Section One. Ratification of the MOU.

The act of the Mayor in entering into and executing the MOU, on behalf of the City, is hereby approved, ratified, and endorsed on behalf of the City, and the Register is hereby authorized and directed to attest the MOU and to affix the seal of the City thereto.

Section Two. Authorization of the Project Agreement.

Subject to Section Eight hereof, the Project Agreement is hereby approved by the Board of Aldermen, and the Mayor and the Comptroller are authorized and directed to enter into and execute for and on behalf of and as the act and deed of the City the Project Agreement. The Register is hereby authorized and directed to attest the Project Agreement and to affix the seal of the City thereto. The Project Agreement shall be in substantially the form attached hereto and incorporated herein as **Exhibit C**, with such changes therein as shall be approved by the Board of Estimate and Apportionment and as may be consistent with the intent of this Ordinance, the MOU and the Act and necessary, desirable, convenient or proper in order to carry out the matters herein authorized.

Section Three. Authorization of the Prime Lease and the Operating Lease.

Subject to Section Eight hereof, the Mayor and the Comptroller are authorized and directed to enter into and execute for and on behalf of and as the act and deed of the City the Prime Lease and the Operating Lease as may be necessary, desirable, convenient or proper in order to carry out and comply with the intent of this Ordinance and the matters authorized herein and in the Project Agreement and MOU. The Prime Lease and Operating Lease each shall be in such form as shall be approved by the Board of Estimate and Apportionment on the advice of the City Counselor. The Register is hereby authorized and directed to attest the Prime Lease and the Operating Lease and to affix the seal of the City thereto. The Prime Lease shall be for a lease term to terminate no earlier than the final maturity of the bonds issued by the Authority in accordance with the Project Agreement, subject to annual appropriation of rent payments equal to the principal and interest due on the bonds and certain additional rentals due under the Prime Lease not to exceed \$4,200,000 per year over thirty (30) years beginning in July of 2005. The aggregate annual payments of rent and/or additional rentals due from the City under the Prime Lease shall be not more than as needed to secure and provide debt service on a bond financing or other debt financing of the Authority that will provide a net sum not to exceed \$60,000,000 for payment of construction costs for the Ballpark, net of any reasonable reserves required for financing, capitalized interest and costs of issuance of the Authority and the City for financing such net amount. The Prime Lease and Operating Lease shall contain such other terms and provisions as required by and which are consistent with the terms and provisions of the Project Agreement and which shall adequately secure and protect the payment of principal and interest due on the bonds issued by the Authority in accordance with the Project Agreement.

Section Four. Providing for Public Works or Improvements.

The planning, design, construction, equipping and improving of the public works and improvements described in **Exhibit A** and provided for in Section 5.11 of the Project Agreement, are hereby authorized to be carried out in accordance with the terms

and conditions of the Project Agreement, and the Cardinals are hereby granted permission and a permit to carry out and construct the public works and improvements. Notwithstanding the foregoing, the Cardinals shall not be entitled to any credit or rebate from tax bills which may be issued for further improvement of any public highway, street, boulevard, parkway, alley or sidewalk when carried out under the provisions of this Ordinance and the Project Agreement and in accordance with the City Charter, on account of any improvements made by the Cardinals pursuant to such permit. The cost of such public works and improvements shall be paid from the funds on deposit in the Transportation Infrastructure Project Fund to be established pursuant to the Project Agreement. Such public works and improvements shall be done using materials as specified in the Project Agreement, and in accordance with detailed plans and specifications finally adopted and approved by the Board of Public Service. The estimated total cost for such public works and improvements is \$12,500,000.

Section Five. Execution of Documents.

The Mayor and the Comptroller are hereby authorized and directed to take such further actions and execute and deliver for and on behalf of and as the act and deed of the City, such other documents, certificates, indentures, leases, subleases, agreements and instruments (collectively, the "City Documents"), approved by the Board of Estimate and Apportionment on the advice of the City Counselor, as may be necessary, desirable, convenient or proper 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 and under the Project Agreement and the MOU. The Register is hereby authorized and directed to attest the City Documents and to affix the seal of the City thereto.

Section Six. Professionals.

The acts of the Comptroller are hereby ratified and approved with respect to contracting with or otherwise engaging individuals, partnerships or corporations for the purpose of providing professional services, per Ordinance 64102, including, but not limited to, services provided by consultants, attorneys and legal advisors, accountants, financial advisors, bond counsel, underwriters and underwriters counsel, as may be necessary, desirable, convenient or proper 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 and under the Project Agreement.

Section Seven. Further Authority.

The City shall, and the officials, agents and employees of the City are hereby authorized and directed to, carry out, comply with and perform the duties of the City with respect to the Project Agreement, the MOU and the City Documents.

Section Eight. Conditional Approval.

The City's approval of the Project Agreement, the Prime Lease and the Operating Lease and its obligations thereunder are expressly conditioned on the following:

- (a) Execution and delivery to the City of duly executed counterparts of the Project Agreement by the State, the County and the Cardinals; and
- (b) Timely passage of the Act in accordance with the terms and provisions of the Project Agreement.

Section Nine. Cooperation with the Authority and Underwriter in Disclosure Obligations.

In connection with the public offering of any series of bonds issued by the Authority with respect to the Ballpark pursuant to the terms and conditions of the Project Agreement, the Mayor and the Comptroller, with the advice and concurrence of the City Counselor, are hereby authorized and directed to cooperate with and assist the Authority and the participating underwriters in preparing and distributing such preliminary and final official statements and continuing disclosure agreements as are necessary or desirable in order to assist the participating underwriters in complying with Rule 15c2-12 of the Securities and Exchange Commission.

Section Ten. Limited Obligation.

The taxing power of the City is not pledged to the payment of rent or additional rentals under the Prime Lease. The Prime Lease shall not be or constitute a general obligation of the City, nor shall it constitute an indebtedness of the City within the meaning of any constitutional, statutory or charter provision, limitation or restriction.

Section Eleven. Severability.

If any section, paragraph, sentence, clause or other portion of this Ordinance is found by a court of competent jurisdiction to be illegal or unconstitutional, the remaining provision of this Ordinance shall be valid unless the court finds the valid portions are so essentially and inseparably connected with, and so dependent on, the invalid portions that it cannot be presumed that the Board of Aldermen would have enacted the valid portions without the invalid portions, or unless the court finds the valid portions, standing alone, are incomplete and incapable of being executed in accordance with the legislative intent.

Section Twelve. Conflicts.

Be it further ordained that all ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section Thirteen. Emergency Clause.

This being an ordinance for the immediate preservation of the public peace, health and safety, and providing for public work or improvements, it is hereby declared to be an emergency measure within the meaning of Sections 19 and 20 of Article IV of the Charter of the City of St. Louis and shall become effective immediately upon its passage and approval by the Mayor.

Clerk, Board of Aldermen

Vice President, Board of Aldermen

Approved: Date: _____

Mayor

Truly Engrossed and Enrolled

Chairman

AN ACT

To amend chapter 67, RSMo, by adding thereto twenty-one new sections relating to the sports center redevelopment authority act.

BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF MISSOURI, AS FOLLOWS:

Section A. Chapter 67, RSMo, is amended by adding thereto twenty-one new sections, to be known as sections 67.2000, 67.2003, 67.2006, 67.2009, 67.2012, 67.2015, 67.2018, 67.2021, 67.2024, 67.2027, 67.2030, 67.2033, 67.2036, 67.2039, 67.2042, 67.2045, 67.2048, 67.2051, 67.2054, 67.2057, and 67.2060, to read as follows:

67.2000. Sections 67.2000 to 67.2060 shall be known and may be cited as the "Sports Center Redevelopment Authority Act".

67.2003. Any city within the state of Missouri wherein there is located a major league sports facility as of the effective date of sections 67.2000 to 67.2060, and any county which includes or is adjacent to such city, may pass an ordinance establishing a joint sports center redevelopment authority for the purpose of establishing and carrying out a sports center redevelopment plan as set forth in sections 67.2000 to 67.2060.

67.2006. It is hereby found and declared that there exist blighted deteriorated and deteriorating areas injurious to the public health, safety, morals, and welfare of the residents of the state that cannot be dealt with effectively by the ordinary operations of private enterprise without the aids provided in sections 67.2000 to 67.2060; that the elimination or prevention of blight and the detrimental conditions in such areas, the acquisition and preparation of land in or necessary to the development, renewal, or rehabilitation of such areas and its sale or lease for development, renewal, or rehabilitation in accordance with general plans and redevelopment plans of communities and any assistance which may be given by any public body in connection therewith are public uses and purposes for which public money may be expended and private property acquired; and that the necessity in the public interest for the provisions thus enacted is hereby declared as a matter of legislative determination; and that deteriorated or deteriorating areas, or portions thereof, may require acquisition and clearance, as provided in this law, since the prevailing condition may make impracticable the reclamation of the area by conservation or rehabilitation. A sports center redevelopment authority, to the greatest extent it determines to be feasible in carrying out sections 67.2000 to 67.2060, shall afford maximum opportunity, consistent with the sound needs of the community as a whole, to the rehabilitation or redevelopment or renewal of areas by private enterprise and will significantly benefit the public by increasing state and local tax revenues through the creation of new jobs, increased sales, increased property tax values, and taxes withheld from employees by employers, and by enhancing regional tourism, and creating an environment to stimulate additional private investment in the area where new development will be located.

67.2009. As used in sections 67.2000 to 67.2060, the following terms mean:

(1) "Authority" or "sports center redevelopment authority", a public body corporate and politic and political instrumentality created by or pursuant to sections 67.2000 to 67.2060;

(2) "Blighted area", an area which, by reason of the predominance of defective or inadequate street layout, unsanitary or unsafe conditions, deterioration of site improvements, improper subdivision or obsolete platting, age, obsolescence, inadequate or outmoded design, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, retards the provision of housing accommodations or constitutes an economic or social liability or menace to the public health, safety, morals, or welfare in its preset condition and use;

(3) "Bond", any bonds, including refunding bonds, notes, interim certificates, debentures, or other obligations issued by a sports center redevelopment authority or other public body pursuant to sections 67.2000 to 67.2060;

(4) "City", any city within the state of Missouri wherein there is located a major league sports facility;

(5) "City naming rights fund", the fund of the authority which contains the city's portion of revenues received from the sale of the naming rights for the stadium;

(6) "Clerk", the clerk or other official of the municipality or county who is the custodian of the official records of the municipality or county;

(7) "Conservation area", any improved area within the boundaries of a sports center redevelopment area in which fifty percent or more of the structures in the area have an age of thirty-five years or more. Such an area is not yet a blighted area but it detrimental to the public health, safety, morals, or welfare and may become a blighted area because of any one or more of the following actors: dilapidation; obsolescence; deterioration; age; illegal use of individual structures; presence of structures below minimum code standards; abandonment; excessive vacancies; overcrowding of structures and community facilities; lack of ventilation, light or sanitary facilities; inadequate utilities; excessive land coverage; deleterious land use or layout; depreciation of physical maintenance; and lack of community planning;

(8) "County", any county which includes or is adjacent to a city;

(9) "County convention and recreation trust fund", the trust fund established pursuant to section 67.657;

(10) "County executive", the chief elected officer having the duties customarily imposed upon the executive head of a county;

(11) "Economic activity taxes", the total additional revenue, in a calendar year, from taxes which are imposed by the city and other taxing districts, and which are generated by economic activities within the sports center redevelopment area over the amount of such taxes generated by economic activities within such sports center redevelopment area in the third calendar year before the adoption of the ordinance approving the sports center redevelopment plan, while the sports center redevelopment plan remains in effect, including payments in lieu of such economic activity taxes, but excluding personal property taxes, taxes imposed on sales or charges for sleeping rooms paid by transient guests of hotels and motels, and the sales tax imposed by subsection 5 of section 162.1100, RSMo;

(12) "Federal government", the United States of America or any agency or instrumentality, corporate or otherwise, of the United States of America;

(13) "Governing body", the county council, board of aldermen, or other legislative body charged with governing the city or the county;

(14) "Mayor", the elected mayor of the city or the chief elected officer having the duties customarily imposed upon the mayor of a city;

(15) "Municipality", a city, village, incorporated town, or any county of this state;

(16) "New state revenues" are defined as:

(a) The increase, in a calendar year, in the general revenue portion of state sales tax revenues received pursuant to section 144.020, RSMo, from the designated sports center redevelopment area, excluding sales taxes that are constitutionally dedicated, taxes deposited to the school district tax fund in accordance with section 144.701, RSMo, and sales and use taxes on motor vehicles, trailers, boats, and outboard motors, and future sales taxes earmarked by law for specific, nongeneral uses, over the amount of such taxes generated within such sports center redevelopment area in the third calendar year before the adoption by the city of the ordinance approving the sports center redevelopment plan, including payments in lieu of such state sales taxes, commencing on January first of the year in which the sports center redevelopment plan is placed in effect and continuing while such plan remains in effect; and

(b) The increase, in a calendar year, in state income tax withheld on behalf of employees by the employer pursuant to section 143.221, RSMo, derived from sources within the sports center redevelopment area over the amount of such taxes derived from sources within the redevelopment area in the third calendar year before the adoption by the city of the ordinance approving the sports center redevelopment plan, including payments in lieu of such state income taxes, commencing on January first of the year in which the sports center redevelopment plan is placed in effect and continuing while such plan remains in effect;

(17) "Obligations", bonds, loans, debentures, notes, special certificates, or other evidences of indebtedness issued to carry out a sports center redevelopment project or to refund outstanding obligations;

(18) "Obligee", any bondholders or other obligation holders, agents, or trustees for any bondholders or other obligation holders, or lessor demising to the authority, property used in connection with the sports center redevelopment project, or any assignee or assignees of the lessor's interest or any part thereof, and the federal government when it is a party to any contract with the

authority;

(19) "Person", any individual, firm, partnership, corporation, company, association, joint stock association, or body politic; and shall include any trustee, receiver, assignee, or other similar representative thereof;

(20) "Project costs" include the sum total of all reasonable or necessary costs incurred or estimated to be incurred in connection with, and any such costs incidental to, a sports center redevelopment plan or sports center redevelopment project, as applicable. Such costs include, but are not limited to, the following:

(a) Costs of studies, surveys, plans, and specifications;

(b) Professional service costs, including, but not limited to, architectural, engineering, legal, marketing, financial, planning, or special services;

(c) Property assembly costs, including, but not limited to, acquisition of land and other property, real or personal, or rights or interests therein, demolition of buildings, and the clearing and grading of land;

(d) Costs of rehabilitation, reconstruction, or repair or remodeling of existing buildings and fixtures;

(e) Costs of construction of public works, stadiums, buildings, parking lots, or other improvements, including utilities and infrastructure and costs of fees and permits;

(f) Financing costs, including, but not limited to, all necessary and incidental expenses related to the issuance of obligations, and which may include payment of interest on any obligations issued hereunder accruing during the estimated period of construction of any sports center redevelopment project for which such obligations are issued, and including reasonable reserves related thereto;

(g) All or a portion of capital costs resulting from the sports center redevelopment project necessarily incurred or to be incurred in furtherance of the objectives of the sports center redevelopment plan and project, to the extent such costs are accepted and approved by written agreement;

(h) Relocation costs to the extent that it is determined that relocation costs shall be paid or are required to be paid by federal or state law; and

(i) Payments in lieu of taxes;

(21) "Public body", the state or any municipality, township, board, agency, commission, authority, district, or any other political subdivision of the state;

(22) "Real property", all lands, including improvements and fixtures thereon, and property of any nature appurtenant thereto, or used in connection therewith, and every estate, interest, and right, legal or equitable, therein, including terms for years and liens by way of judgment, mortgage, or otherwise;

(23) "Redeveloper", any person, partnership, or public or private corporation or agency that enters into or proposes to undertake a sports center redevelopment plan or project;

(24) "Redevelopment", the process of undertaking and carrying out a sports center redevelopment plan or project;

(25) "Redevelopment contract", a contract entered into between an authority or other public body and a redeveloper or other private entity in furtherance of a sports center redevelopment project or projects in conformity with a sports center redevelopment plan;

(26) "Special allocation fund", a fund of the city for the deposit of economic activity taxes allocated to a sports center redevelopment project;

(27) "Sports center redevelopment area", an area designated by the authority with respect to which a sports center redevelopment plan is to be carried out;

(28) "Sports center redevelopment plan", a plan as it exists from time to time, for a sports center redevelopment project or projects; and shall be sufficiently complete to indicate such land acquisition, demolition, and removal of structures, redevelopment, improvements, and rehabilitation as may be proposed to be carried out, zoning and planning changes, if any, land uses, maximum densities, building requirements, and the relationship of the plan to definite local objectives respecting appropriate land uses, improved traffic, public transportation, public utilities, recreational and community facilities, and other public improvements. Any sports center redevelopment plan shall include provisions for the development or redevelopment of both a stadium and mixed-use facilities which may include parking facilities, housing units, office space, commercial and retail space, and cultural and entertainment attractions;

(29) "Sports center redevelopment project" or "project", any work or undertaking in furtherance of a sports center redevelopment plan, including, but not limited to, the following activities:

(a) To acquire lands, and to acquire, construct, and equip structures and other improvements, wherever located, which are necessary or incidental to the proper development or redevelopment of a sports center redevelopment area;

(b) To clear any areas by demolition or removal of existing buildings, structures, streets, utilities, or other improvements thereon and to install, construct, or reconstruct streets, utilities, and site improvements essential to the preparation of sites for uses in accordance with a sports center redevelopment plan;

(c) To sell, acquire, lease, or otherwise make available land for recreational, commercial, or other use or for public use or to retain such land for public use, in accordance with a sports center redevelopment plan;

(d) To develop, construct, reconstruct, rehabilitate, repair, or improve buildings, structures, stadiums, and other facilities. Sports center redevelopment project may also include the preparation of a sports center redevelopment plan, the planning, survey and other work incident to a sports center redevelopment project and the preparation of all plans and arrangements for carrying out a sports center redevelopment project;

(30) "Stadium", a sports facility suited for the play of a major league sport or sports which is approved by the city as part of a sports center redevelopment plan;

(31) "State", the state of Missouri;

(32) "State naming rights fund", the fund of the authority which contains the state's portion of revenues received from the sale of the naming rights for the stadium; and

(33) "Taxing districts", any political subdivision of this state having the power to levy taxes.

67.2012. 1. A board of commissioners composed of nine members shall govern the authority created hereunder. The commissioners shall be appointed as follows:

(1) Two commissioners shall be appointed by the mayor of the city with the advice and consent of the governing body of the city;

(2) Two commissioners shall be appointed by the county executive of the county with the advice and consent of the governing body of the county;

(3) Five commissioners shall be appointed by the governor with the advice and consent of the senate. Of the five commissioners appointed, the governor shall designate one who shall serve as the chair of the board.

2. Two of the five commissioners who are first appointed by the governor shall be designated to serve for a term of one year from the date of the appointment. One of each of the two commissioners who are first appointed by the mayor and the county executive and one of the commissioners initially appointed by the governor shall be designated to serve for terms of two years from the date of their appointments. The remaining commissioner initially appointed by each of the mayor and the county executive and one of the commissioners initially appointed by the governor shall be designated to serve for terms of three years from the date of their appointments. The remaining commissioner initially appointed by the governor to serve as the chair of the authority shall be designated for a term of four years from the date of the appointment. Thereafter, commissioners shall be appointed in the same manner for a term of office for four years except that all vacancies shall be filled for the unexpired term.

3. The powers vested in the authority shall be exercised by the board of commissioners thereof. A majority of the commissioners shall constitute a quorum of such board for the purpose of conducting business and exercising the powers of the authority and for all other purposes. Action may be taken by the board upon a vote of a majority of the commissioners present. Meetings of the board of an authority may be held anywhere.

4. An authority may employ an executive director, technical experts, and such other officers, agents, and employees, permanent and temporary, as it may require, and shall determine their qualifications, duties, and compensation. For such legal services as it may require, an authority may call upon or may employ its own counsel. An authority may delegate to one or more of its agents or employees such powers or duties as it may deem proper.

5. No commissioner or employee of the authority shall voluntarily acquire any interest, direct or indirect, in any sports center redevelopment project or in any property included or planned by the authority to be included in any such project, or in any contract or proposed contract in connection with any such project.

6. A commissioner or employee who owns or controls any interest, direct or indirect, in such property shall not participate in any action by the authority affecting the property. If any commissioner or employee of an authority owned or controlled within the preceding two years any interest, direct or indirect, in any property included or planned by the authority to be included in any sports center redevelopment project, the commissioner or employee shall immediately disclose such interest in writing to the authority and such disclosure shall be entered upon the minutes of the authority. Upon such disclosure such commissioner or employee shall not participate in any action by the authority affecting such property.

7. Any violation of subsections 5 and 6 of this section shall constitute misconduct in office and shall be cause for removal from the authority.

67.2015. An authority shall constitute a public body corporate and politic and political instrumentality, exercising public and essential governmental functions, and having all the powers necessary or convenient to carry out and effectuate the purposes of sections 67.2000 to 67.2060, including the following powers in addition to others granted in sections 67.2000 to 67.2060:

(1) To sue and to be sued; to have a seal and to alter the same at pleasure; to have perpetual succession; to make and execute contracts and other instruments necessary or convenient to the exercise of the powers of the authority; and to make and from time to time amend and repeal bylaws, rules and regulations, not inconsistent with sections 67.2000 to 67.2060, to carry out sections 67.2000 to 67.2060;

(2) To prepare or cause to be prepared and to adopt or approve sports center redevelopment plans and to undertake and carry out sports center redevelopment projects;

(3) To arrange or contract for the furnishing or repair, by any person or agency, public or private, of services, privileges, works, streets, roads, public utilities, or other facilities for or in connection with a sports center redevelopment project; and notwithstanding anything to the contrary contained in sections 67.2000 to 67.2060 or any other provision of law, to agree to any conditions that it may deem reasonable and appropriate attached to federal financial assistance and imposed pursuant to federal law relating to the determination of prevailing salaries or wages or compliance with labor standards, in the undertaking or carrying out of a stadium or sports center redevelopment project, and to include in any contract let in connection with such a project provisions to fulfill such of the conditions as it may deem reasonable and appropriate;

(4) To purchase, lease, obtain options upon, acquire by gift, grant, bequest, devise, eminent domain, or otherwise, any real or personal property or any interest therein, including fee simple absolute title, together with any improvements thereon, necessary or incidental to a sports center redevelopment project; to hold, improve, clear, or prepare for development or redevelopment of any such property; to develop, construct, reconstruct, rehabilitate, repair, or improve stadiums, parking garages, buildings, structures, and any other facilities; to sell, lease, exchange, transfer, assign, subdivide, retain for its own use, mortgage, pledge, hypothecate, or otherwise encumber or dispose of any real or personal property or any interest therein; to enter into contracts with redevelopers or developers of property and with other public bodies containing covenants, restrictions, and conditions regarding the use of such property for commercial, industrial, recreational purposes or for public purposes in accordance with a sports center redevelopment project and such other covenants, restrictions, and conditions as the authority may deem necessary or to effectuate sections 67.2000 to 67.2060; to make any of the covenants, restrictions, or conditions of the foregoing contracts covenants running with the land, and to provide appropriate remedies for any breach of any such covenants or conditions, including the right in the authority to terminate such contracts and any interest in the property created pursuant thereto; to borrow money and issue bonds and other obligations and provide security for loans, bonds, and other obligations; to insure or provide for the insurance of any real or personal property or

operations of the authority against any risks or hazards, including the power to pay premiums on any such insurance; and to enter into any contracts necessary to effectuate sections 67.2000 to 67.2060; provided, however, that no statutory provision with respect to the acquisition, clearance, or disposition of property by other public bodies shall restrict an authority or other public bodies exercising powers granted in sections 67.2000 to 67.2060, in such functions, unless the legislature shall specifically so state;

(5) To make plans for carrying out a program of voluntary rehabilitation or development of buildings and improvements, plans for the enforcement of state and local laws, codes, and regulations relating to the use of land and the use and occupancy of buildings and improvements, and for the compulsory repair, rehabilitation, development, demolition, or removal of buildings and improvements;

(6) To invest any funds held in reserves or sinking funds or any funds not required for immediate disbursement, in property or securities in which the authority legally may invest funds;

(7) To redeem its bonds and other obligations at the redemption price, all bonds and other obligations so redeemed to be canceled, and to purchase its bonds and other obligations;

(8) To borrow money and to apply for and accept and contract for advances, loans, grants, contributions, and any other form of financial assistance from the federal government, the state, county, municipality, or other public body or from any sources public or private, for the purposes of sections 67.2000 to 67.2060, to give such security as may be required and to enter into and carry out contracts in connection therewith;

(9) Acting through one or more commissioners or other persons designated by the authority, to conduct examinations and investigations and to hear testimony and take proof under oath at public or private hearings on any matter material for its information;

(10) To make or have made all surveys, studies, and plans, including but not limited to the preparation of planning, necessary to the carrying out of sections 67.2000 to 67.2060 and, in connection therewith, to enter into or upon any land, building, or improvement thereon for such purposes and to make soundings, test borings, surveys, appraisals, and other preliminary studies and investigations necessary to carry out its powers, but such entry shall constitute no cause of action for trespass in favor of the owner of such land, building, or improvement except for injuries resulting from wantonness or malice; and to contract or cooperate with any and all persons or agencies, public or private, in the making and carrying out of the surveys, appraisals, studies, and plans;

(11) To prepare plans and provide reasonable assistance for the relocation of families, if any, displaced from a sports center redevelopment project area, to the extent essential for acquiring possession of and clearing or renewing the area or parts thereof;

(12) To make such expenditures as may be necessary to carry out sections 67.2000 to 67.2060; and to make expenditures from funds obtained from other taxing districts without regard to any other laws pertaining to the making and approval of appropriations and expenditures;

(13) To delegate to a municipality or other public body any of the powers or functions of the authority with respect to the planning or undertaking of a sports center redevelopment project in the area in which the authority is authorized to act, and the municipality or other public body is hereby authorized to carry out or perform such powers or functions for the authority;

(14) To exercise all powers or parts or combinations of powers necessary, convenient or appropriate to undertake and carry out sports center redevelopment plans and projects and all the powers granted in sections 67.2000 to 67.2060;

(15) To loan the proceeds of the bonds or other obligations hereinafter authorized to provide for the purchase, construction, extension, and improvement of a sports center redevelopment project by a private or public developer pursuant to a redevelopment contract approved by the authority;

(16) Within a sports center redevelopment area, to fix, charge, and collect fees, rents, and other charges for the use of any building or property owned or leased by it or any part thereof, or facility in the sports center redevelopment area;

(17) To accept grants, contributions, guarantees, and donations of property, labor, money, or other things of value from a public or private source for use within a sports center redevelopment area or for the payment of obligations;

(18) To incur development costs and issue obligations; and

(19) To make payments in lieu of taxes, or a portion thereof, to taxing districts.

67.2018. 1. An authority shall have the right to acquire by the exercise of the power of eminent domain any real property or interest therein which it may deem necessary for a sports center redevelopment project or for its purposes pursuant to sections 67.2000 to 67.2060 after the adoption by the authority of a resolution declaring that the acquisition of the real property described therein is necessary for such purposes. An authority may exercise the power of eminent domain in the manner and under the procedure provided for corporations in sections 523.010 to 523.070, 523.090, and 523.100, RSMo, or it may exercise the power of eminent domain in the manner provided in the charter of the city for the exercise of the power of eminent domain.

2. Property already devoted to a public use may be acquired in like manner, provided that no real property belonging to any public body may be acquired without its consent.

67.2021. For the purpose of aiding and cooperating in the planning, undertaking, or carrying out of a sports center redevelopment plan or project, any public body may, upon such terms, with reasonable consideration, as it may determine:

(1) Dedicate, sell, convey, or lease any of its interest in any property, or grant easements, licenses, or any other rights or privileges therein to an authority;

(2) Cause parks, playgrounds, recreational, community, educational, water, sewer, or drainage facilities, or any other works which it is otherwise empowered to undertake, to be furnished in compliance with a sports center redevelopment plan;

(3) Furnish, dedicate, close, vacate, pave, install, grade, regrade, plan, or replan streets, roads, sidewalks, ways, or other places, which it is otherwise empowered to undertake;

(4) Plan or replan, zone or rezone any part of the public body, or make exceptions from building regulations and ordinances if such functions are of the character which the public body is otherwise empowered to perform;

(5) Cause administrative and other services to be furnished to the authority of the character which the public body is otherwise empowered to undertake or furnish for the same or other purposes;

(6) Incur the entire expense of any public improvements or other services made or provided by such public body in exercising the powers granted in this section;

(7) Approve and adopt a sports center redevelopment plan and do any and all things necessary or convenient to aid and cooperate in the planning or carrying out of a sports center redevelopment plan;

(8) Lend, grant, or contribute funds or other property to an authority or other public body;

(9) Employ any funds belonging to or within the control of such public body, including funds derived from the sale or furnishing of property, service, or facilities to an authority, in the purchase of the bonds or other obligations of an authority and, as the holder of such bonds or other obligations, exercise the rights connected therewith;

(10) Lease or sublease property, including any sports facility redevelopment project or portion thereof from others and pay rent or other consideration therefor; and

(11) Enter into agreements, which may extend over any period, notwithstanding any provision or rule of law to the contrary, with an authority or other public body respecting action to be taken pursuant to any of the powers granted in sections 67.2000 to 67.2060. If at any time title to, or possession of, any sports center redevelopment project is held by any public body, other than the authority, authorized by law to engage in the undertaking, carrying out, or administration of development projects, the provisions of such agreements shall inure to the benefit of and may be enforced by such public body.

67.2024. 1. An authority shall not undertake or carry out a sports center redevelopment plan or project unless the city has adopted the sports center redevelopment plan by ordinance. A sports center redevelopment plan shall set forth in writing a general description of the program to be undertaken to accomplish the objectives of such plan and shall include, but need not be limited to, a legal description of the sports center redevelopment area, the estimated project costs, the anticipated sources of funds to pay the project costs, evidence of any commitments to finance the project costs, the anticipated type and term of the sources of funds to pay the project costs, the anticipated type and terms of the obligations to be issued, the most recent equalized assessed valuation of the

property within the sports center redevelopment area, an estimate as to the equalized assessed valuation of such property after redevelopment, and the general land uses to apply in the sports center redevelopment area.

2. No sports center redevelopment plan shall be adopted by a city without a finding by the city that the sports center redevelopment area on the whole is a blighted area or a conservation area.

67.2027. 1. Before the adoption of a sports center redevelopment plan the city shall fix a time and place for a public hearing and notify each taxing district located wholly or partially within the boundaries of the proposed sports center redevelopment area. At the public hearing any interested person or affected taxing district may file with the city written objections to, or comments on, and may be heard orally in respect to, any issues embodied in the notice. The city shall hear and consider all protests, objections, comments, and other evidence presented at the hearing. The hearing may be continued to another date without further notice other than a motion to be entered upon the minutes fixing the time and place of the subsequent hearing. Before the conclusion of the hearing, changes may be made in the sports center redevelopment plan, provided that each affected taxing district is given written notice of such changes at least seven days before the conclusion of the hearing. After the public hearing but before the adoption of an ordinance approving a sports center redevelopment plan, changes may be made to the sports center redevelopment plan without a further hearing, if such changes do not enlarge the exterior boundaries of the sports center redevelopment area, and do not substantially affect the general land uses established in the sports center redevelopment plan, provided that notice of such changes shall be given by mail to each affected taxing district and by publication in a newspaper of general circulation in the area of the proposed redevelopment not less than ten days before the adoption of the changes by ordinance. After the adoption of an ordinance approving a sports center redevelopment plan, no change to the sports center redevelopment plan shall be adopted or approved which alters the exterior boundaries of the sports center redevelopment area, affects the general land uses established pursuant to the sports center redevelopment plan without complying with the procedures provided in this section pertaining to the initial approval of a sports center redevelopment plan or project.

2. Notice of the public hearing required by this section shall be given by publication and mailing. Notice by publication shall be given by publication at least twice, the first publication to be not more than twenty days and the second publication to be not more than ten days before the hearing, in a newspaper of general circulation in the area of the proposed redevelopment. Notice by mailing shall be given by depositing such notice in the United States mail by certified mail addressed to the person or persons in whose name the general taxes for the last preceding year were paid on each lot, block, tract, or parcel of land lying within the sports center redevelopment project area. Such notice shall be mailed not less than ten days before the date set for the public hearing. In the event taxes for the last preceding year were not paid, the notice shall also be sent to the persons last listed on the tax rolls within the preceding three years as the owners of such property.

3. The notices issued pursuant to this section shall include the following:

(1) The time and place of the public hearing;

(2) The general boundaries of the proposed sports center redevelopment area by street location, where possible;

(3) A statement that all interested persons shall be given an opportunity to be heard at the public hearing;

(4) A description of the proposed sports center redevelopment plan, and a location and time where the entire plan may be reviewed by any interested party;

(5) Such other matters as the municipality may deem appropriate.

4. Not less than twenty days before the date set for the public hearing, the city shall give notice by mail as provided in subsection 2 of this section to all taxing districts from which taxable property is included in the sports center redevelopment area, and in addition to the other requirements pursuant to subsection 2 of this section, the notice shall include an invitation to each taxing district to submit comments to the municipality concerning the subject matter of the hearing before the date of the hearing.

5. A copy of any and all hearing notices required by this section shall be submitted by the municipality to the director of the department of economic development of the state. Such submission of the copy of the hearing notice shall comply with the prior notice requirements pursuant to subsection 3 of this section.

6. Upon adoption and approval of a sports center redevelopment plan, the city shall forward a copy of such plan, along with a certified copy of any approving ordinances, to the speaker of the house of representatives and the president pro tempore of

the senate.

67.2030. 1. Obligations may be issued by the authority or any other public body to provide for project costs and other costs of implementing the sports center redevelopment plan, including to refund obligations issued for such purposes. The authority or other public body may pledge all or any part of any funds and revenues available to the authority or such public body from any source, public or private, including any funds in and to be deposited in the special allocation fund, to the payment of the sports center redevelopment project costs and obligations. Any pledge of funds in the special allocation fund may provide for distribution to the applicable other taxing districts of moneys not required for payment of redevelopment costs or obligations and such excess funds shall be deemed to be surplus funds.

2. Without limiting the provisions of subsection 1 of this section, the authority or other public body may pledge any part or any combination of the revenues of any sports center redevelopment project, or a mortgage on part or all of the sports center redevelopment project owned by it, to secure its obligations or other redevelopment costs.

3. Such obligations may be issued in one or more series bearing interest at such rate or rates as the issuer shall determine. Such obligations shall bear such date or dates, mature at such time or times (not exceeding thirty-five years from their respective dates when secured by the special allocation fund), be in such denominations, carry such registration privileges, be executed in such manner, be payable in such medium of payment at such place or places, be subject to redemption and contain such other covenants, terms, and conditions as the ordinance or resolution of the issuer shall provide or authorize. Such obligations may be sold at public or private sale at such price as shall be determined by the issuer and shall state that such obligations are special obligations payable solely from the funds specifically pledged therefor in accordance with sections 67.2000 to 67.2060.

4. The obligations shall contain a recital that they are issued pursuant to this section, which recital shall be conclusive evidence of their validity and of the regularity of their issuance.

5. No person executing any obligation shall be personally liable for such obligation by reason of the issuance thereof. The obligations issued pursuant to this section shall not be a general obligation of the authority, any municipality, the state of Missouri, or any political subdivision thereof, or any other public body, nor in any event shall such obligation be payable out of any funds or properties other than those specifically pledged as security therefor. The obligations shall not constitute indebtedness within the meaning of any constitutional, statutory, or charter debt limitation or restriction.

6. The authority or other public body shall have the power to exercise all or any part or combination of the powers herein granted; to make such covenants, other than and in addition to the covenants herein expressly authorized; and to do any and all such acts and things as may be necessary or convenient or desirable in order to secure its obligations, or, in the absolute discretion of said authority or other public body, as will tend to make the obligations more marketable notwithstanding that such covenants, acts, or things may not be enumerated herein.

67.2033. 1. Once a sports center redevelopment plan is approved or adopted by the city and the authority in accordance with sections 67.2000 to 67.2060, thereafter, for a period established by the city in the ordinance approving the sports center redevelopment plan or project, not to exceed thirty-five years, economic activity taxes generated within the sports center redevelopment area shall be allocated to and, when collected, paid by the local political subdivision collecting officer to the treasurer or other designated financial officer of the city or other public body who shall deposit such funds into the special allocation fund of the city or other public body for the purposes enumerated in sections 67.2000 to 67.2060, including, but not limited to, the purpose of paying project costs and obligations incurred in connection therewith.

2. Subject to annual appropriation, the city or any other public body may provide a fixed annual appropriation beginning not earlier than July of the third calendar year after adoption of the ordinance approving and adopting the sports center redevelopment plan for purposes of providing debt service over not more than thirty years for a debt financing in support of a sports center redevelopment plan, including project costs. On the date of the issuance of the debt, the city's portion of revenues received from naming rights for the stadium, as determined by the city, and subject to any limitations of the Internal Revenue Code for tax-exempt financing, shall be deposited in the city naming rights fund. Available amounts in the city naming rights fund shall be drawn upon by the municipality in the event that the cumulative economic activity taxes from the sports center redevelopment area, measured initially ten years following the issuance of the debt and at five-year intervals thereafter and taking into account any prior payments to the municipality, are less than the cumulative annual appropriations for the applicable period made by the city for the debt service on the financing. Subject to the limitations of the Internal Revenue Code for tax-exempt financing and to the reimbursement of the city for any deficiency in the economic activity taxes, any excess amounts in the city naming rights fund, as determined by the city, shall be used for the benefit of the stadium, in the time and manner specified in and subject to the terms of the redevelopment

contracts and related agreements. In the event that the city naming rights fund shall be drawn upon for reimbursement of the city for any deficiency in the economic activity taxes, then the amount in the city naming rights fund shall be restored to the amount required by the city to the extent of any additional revenues from naming rights, subject to the limitations of the Internal Revenue Code for tax-exempt financing.

3. Subject to annual appropriation, the state, acting through the Missouri development finance board or such other entity as the state shall deem appropriate, may provide a fixed annual appropriation not to exceed seven million dollars per year beginning not earlier than July of the third calendar year after adoption of the ordinance by the city establishing a sports center redevelopment plan for purposes of providing debt service over not more than thirty years for a debt financing that will provide a net sum not to exceed one hundred million dollars in support of a sports center redevelopment plan, including project costs. Such amount shall be net of all reserves, capitalized interest, and costs of issuance for financing such net amount. On the date of the issuance of the debt, the state's portion of revenues received from naming rights for the stadium, as determined by the state and subject to the limitations of the Internal Revenue Code for tax-exempt financing, shall be deposited in the state naming rights fund. Available amounts in the state naming rights fund shall be drawn upon by the state in the event that the cumulative new state revenues from the sports center redevelopment area, measured initially ten years following the issuance of the debt and at five-year intervals thereafter and taking into account any prior payments to the state, are less than the cumulative annual appropriations for the applicable period made by the state for the debt service on the financing. Subject to the limitations of the Internal Revenue Code for tax-exempt financing and to the reimbursement of the state for any deficiency in the new state revenues, any excess amounts in the state naming rights fund, as determined by the state, shall be used for the benefit of the stadium, in the time and manner specified in and subject to the terms of the redevelopment contracts and related agreements. In the event that the state naming rights fund shall be drawn upon for reimbursement of the state for any deficiency in the new state revenues, then the amount in the state naming rights fund shall be restored to the amount required by the state to the extent of any additional revenues from naming rights, subject to the limitations of the Internal Revenue Code for tax-exempt financing.

4. At the time of issuance of any obligations payable from the state's annual appropriation in accordance with subsection 3 of this section for the purpose of constructing a stadium, and prior to release of any proceeds of such obligations, all additional funds necessary to complete the construction of such stadium shall be deposited into a construction fund by the city, the county and any lessee, redeveloper or sports franchise leasing such stadium.

67.2036. 1. At least once a year, the authority shall file with the municipality, the state, and any other participating public body a report of its activities for the preceding year, and shall make recommendations with reference to such additional legislation or other action as it deems necessary in order to carry out sections 67.2000 to 67.2060.

2. The authority shall periodically hold a public hearing regarding the sports center redevelopment plan. The purpose of the hearing shall be to determine if the authority is making satisfactory progress under the proposed time schedule for completion of such plan. Notice of such public hearing shall be given in a newspaper of general circulation in the sports center redevelopment area once each week for four weeks immediately before the hearing.

67.2039. 1. When the costs of carrying out a sports center redevelopment plan have been paid, including, but not limited to, all sports center redevelopment project costs and all obligations financing such costs, all surplus funds then remaining in any special allocation fund shall be paid by the treasurer or other designated financial officer of the city or other public body to the applicable taxing districts.

2. Upon the payment of all such sports center redevelopment plan and project costs, retirement of all such obligations, and the distribution of any excess moneys, the city or other public body shall dissolve any special allocation fund for the sports center redevelopment area and cease allocating any economic activity taxes to such fund. Thereafter, the rates of the taxing districts shall be extended and taxes levied, collected, and distributed in the manner applicable in the absence of the adoption of a sports center redevelopment plan.

3. Nothing herein shall be construed as relieving property in the affected areas from paying a uniform rate of taxes, as required by article X, section 3 of the Missouri Constitution.

67.2042. Notwithstanding any other provision to the contrary, with respect to any sports center redevelopment plan approved by any city not within a county, any county of the first classification with a charter form of government and with more than one million inhabitants may annually contribute tax revenues deposited in the county convention and recreation trust fund, or any other general or special fund designated by the county, in support of the sports center redevelopment plan.

67.2045. 1. The income of the authority and all properties at any time owned by the authority shall be exempt from all taxation in the state. For the purposes of section 409.402, RSMo, all bonds and other obligations issued by the authority shall be deemed to be securities issued by a public instrumentality of the state.

2. The authority is hereby declared to be performing a public function and bonds and other obligations of the authority are declared to be issued for an essential public and governmental purpose and, accordingly, interest thereon and income therefrom shall be exempt from income taxation by the state.

3. The bonds and other obligations of the authority are securities in which all public officers and bodies of the state and all municipalities and municipal subdivisions, all insurance companies and associations and other persons carrying on an insurance business, all banks, trust companies, savings associations, savings and loan associations and investment companies, all administrators, guardians, executors, trustees, and other fiduciaries, and all other persons whatsoever who are now or may hereafter be authorized to invest in bonds or other obligations of the state, may properly and legally invest funds, including capital, in their control or belonging to them.

67.2048. 1. Notwithstanding sections 8.250, 8.285 to 8.291, 8.675 to 8.687, RSMo, and section 107.170, RSMo, the authority and any other public body may establish such systems and procedures for the design, construction, and delivery of a sports center redevelopment project as they shall deem necessary or convenient to carry out and effectuate sections 67.2000 to 67.2060, including the use of the design-build method of construction, the use of a construction manager authorized to provide a guaranteed maximum price for the design and construction of the project, and the use of qualifications-based selection of architects, consultants, contractors, or design-builders, provided that:

(1) Competitive bids are obtained from subcontractors performing construction work on the project;

(2) If a separate performance and payment bond is not required for the construction manager, general contractor, or design-build entity, then all trade work to be performed for the project shall be covered by performance and payment bonds; and

(3) Any detailed design criteria and final working drawings for the project shall be prepared by a licensed architect or engineer.

2. For the purposes of this section, the following terms mean:

(1) "Design-build", a process of entering into and managing a contract between the authority or any other public body or any developer or other participant in a sports center redevelopment project and another party in which the other party agrees to both design and build any structure, facility, or other item included in the project;

(2) "Qualifications-based selection", a process of entering into and managing a contract between the authority or any other public body or any developer or other participant in a sports center redevelopment project and another party in which the other party is selected on the basis of the party's qualifications and experience in designing or constructing facilities, structures, or other items similar to those the authority is authorized to undertake.

67.2051. The authority shall be deemed to be a political subdivision or instrumentality thereof exempt from taxation pursuant to subdivision (1) of subsection 1 of section 144.062, RSMo, and shall have the authority to issue exemption certificates pursuant to such section.

67.2054. 1. This section shall be referred to as the "Taxpayer Protection Provisions". For the purposes of this section, the following terms mean:

(1) "Lease", any lease, project agreement, or similar agreement pursuant to which a team is leasing or using a stadium;

(2) "Mixed-use facilities", any housing, offices, museums, entertainment venues, retail stores, restaurants, parking, and similar facilities included in a sports center redevelopment plan;

(3) "Sponsor", the state and any city and county which have established an authority; and

(4) "Team", a major league sports team which leases a stadium or is expected to lease a stadium pursuant to a sports center redevelopment plan.

2. The lease shall be for an initial term of at least thirty-five years, and shall include at a minimum substantially the following provisions, which shall apply for the periods, and be subject to such terms, conditions, limitations, and remedies as shall be agreed to by the authority and specified in the lease:

(1) The team shall play its home games at the stadium and shall not relocate outside the boundaries of the city in which the stadium is located;

(2) The team shall make available at least six thousand tickets per regular season home game in the stadium at a price of not more than twelve dollars per ticket in year 2000 dollars;

(3) The team, in conjunction with the sponsors, shall distribute at least one hundred thousand complimentary tickets per year to youth and other charitable organizations;

(4) The team shall contribute at least one hundred thousand dollars per year to the development, construction, or refurbishment of neighborhood recreational facilities that will primarily benefit or serve disadvantaged youth in the city and the county which have established an authority;

(5) The team shall pay all operating and maintenance expenses of the stadium, and shall pay the costs of necessary capital improvements to the stadium in accordance with the terms of the lease;

(6) In the event of the sale of the team, the team or its owners shall pay to the authority and the sponsors a portion of the sale price which is attributable to the lease and the stadium, calculated in accordance with such formula or criteria as shall be determined by the authority and the sponsors in their sole judgment and agreed to by the team and provided in the redevelopment contract relating to the stadium; and

(7) The team shall make payments in lieu of taxes in each year to the city and other taxing districts in which the stadium is located in an amount equal to the amounts of ad valorem property taxes paid in the calendar year immediately preceding the calendar year in which the ordinance was adopted by the city approving the sports center redevelopment plan less the amounts of any ad valorem property taxes paid in each such year to the city and other taxing districts with respect to the stadium, the lease, and the mixed-use facilities.

3. The team shall guarantee the acquisition, construction, and equipping of the stadium in accordance with the sports center redevelopment plan, and shall be responsible for paying any cost overruns in connection therewith, subject to such commercially reasonable force majeure provisions as may be agreed to by the authority and the sponsors.

4. The team shall provide to the state and the sponsors guarantees or other assurances or undertakings satisfactory to them as to the commencement, acquisition, construction, or equipping of the mixed-use facilities, which shall include aggregate penalties in an amount of one hundred million dollars which penalties shall be payable over the anticipated term of any obligations and in the manner and on such terms and within such times as are prescribed in the sports center redevelopment plan, for the failure to accomplish such commencement acquisition, construction, or equipping of the mixed-use facilities.

5. The team and any developer of the stadium shall comply with all applicable federal, state, and local laws and executive orders regarding contracting, hiring, and employment, and shall set a goal for the acquisition, construction, and equipping of the stadium of twenty-five percent for minority-owned business participation and five percent for women-owned business participation.

6. The authority shall not issue any obligations payable from an appropriation by the state or any sponsor in support of a stadium included in a sports center redevelopment plan unless such stadium is owned in fee simple title by the authority.

7. The authority, as owner of the stadium, shall own the right to name the stadium, subject to the right of the team to approve the name.

8. Any stadium constructed with the proceeds of obligations for which the state is providing an annual appropriation pursuant to subsection 3 of section 67.2033 shall contain a luxury suite which is available to the public through a lottery or other fan selection process, as designated by the authority in the stadium lease, which ensures that the public at large has access to such suite for all home games played at the stadium. No rent, fees, or charges of any kind shall apply to the use of such suite.

67.2057. Sections 67.2000 to 67.2060 shall be construed liberally to effectuate the purposes hereof. Insofar as sections

67.2000 to 67.2060 are inconsistent with the provisions of any other law, sections 67.2000 to 67.2060 shall be controlling.

67.2060. The powers conferred by sections 67.2000 to 67.2060 shall be in addition and supplemental to the powers conferred by any other law.

**EXHIBIT A
Public Works and Improvements**

1. Any required street closings, street modifications and property transfers to accommodate construction of a new eastbound access ramp.
2. Relocation and realignment of 7th and 8th Streets from Walnut Street to a point of connection with 7th Street south of I-40. Includes demolition of old streets and constructions of new portions of streets, sidewalks and curbs.
3. Construction of Clark Street between 7th Street and Broadway.
4. Abandonment of Spruce Street.
5. Abandonment of Poplar Street.
6. Construction of a portion of 8th Street above the Metrolink ramps.
7. Modifications to existing 7th Street south of I-40 to enable tie-in to new 7th/8th Streets.
8. New curbs and sidewalks – partial.
9. Special pavements.

**EXHIBIT B
Sports Center Redevelopment Authority Act**

**EXHIBIT C
Project Agreement**

PROJECT CONSTRUCTION, FINANCING AND OPERATION AGREEMENT

BY AND AMONG

**THE STATE OF MISSOURI
Acting by and through the Office of Administration
and the Department of Economic Development**

**AND
THE CITY OF ST. LOUIS, MISSOURI
AND
ST. LOUIS COUNTY, MISSOURI
AND
ST. LOUIS CARDINALS, L.P.**

DATED: _____, 2002

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PROJECT CONSTRUCTION, FINANCING AND OPERATION AGREEMENT

THIS PROJECT CONSTRUCTION, FINANCING AND OPERATION AGREEMENT (this "Agreement") is made and entered into as of _____, 2002 by and among **THE STATE OF MISSOURI**, acting by and through the Office of Administration and the Department of Economic Development (the "State"), **THE CITY OF ST. LOUIS, MISSOURI** (the "City"), a municipal corporation and political subdivision organized and existing under its charter and the constitution and laws of the State, **ST. LOUIS COUNTY, MISSOURI** (the "County"), a constitutional charter county organized and existing under its charter and the constitution and laws of the State (the State, the City and the County being collectively referred to herein as the "Public Participants"), and the **ST. LOUIS CARDINALS, L.P.**, a limited partnership organized and existing under the laws of the State (the "Cardinals"). (Terms capitalized in this Agreement but not otherwise defined herein have the meanings given to them in Article I.)

WITNESSETH:

WHEREAS, the Cardinals have proposed to build a new downtown ballpark suited for Major League Baseball in the City to serve as the home of the St. Louis Cardinals baseball team and to cause the development and construction of certain mixed use facilities adjacent to the Ballpark;

WHEREAS, the Public Participants have found and determined that the economic benefit of Major League Baseball in general and the Cardinals in particular is of critical economic consequence to the State, the City and the County and that without the assistance provided by the Public Participants described herein there is a real and present danger that, as a result of business, economic and competitive conditions affecting the Cardinals and their current ballpark, the State, the City and the County could lose Major League Baseball and the Cardinals and that such loss would pose irreparable harm to the economy of the State, the City and the County;

WHEREAS, Busch Stadium, the current ballpark where the Cardinals play their Home Games, was constructed in 1966 and despite major renovations is projected to become unsuitable for use by the Cardinals, absent substantial and uneconomic repairs and improvements, and the Parties have determined that the most cost-effective means of replacing Busch Stadium is through the construction of the Ballpark Project;

WHEREAS, funds are needed to plan, construct, equip and improve the Ballpark, and the Cardinals have requested that

the Public Participants assist in the funding of the costs of the Ballpark Project;

WHEREAS, the Project will significantly benefit the Public Participants by: (a) increasing state and local tax revenues through the creation of new jobs and the retention of existing jobs, (b) increasing state and local tax revenues through increased sales, (c) increasing state and local tax revenues through increased property tax values, (d) increasing state tax revenues through taxes withheld by employers, (e) enhancing regional tourism and (f) creating an environment to stimulate additional private investment in the area where the Project will be located;

WHEREAS, the Cardinals' obligations under this Agreement relating to the development and construction of Ballpark Village Phase I and Ballpark Village Phase II are a material condition precedent and inducement to the Public Participants' decisions to participate in funding a portion of the costs of the Ballpark Project;

WHEREAS, on June 19, 2001, the State, the City and the County executed a Memorandum of Understanding for New Cardinals Stadium and Ballpark Village with the Cardinals indicating their intention to provide the assistance described therein to the Cardinals, subject to, among other things, the commitments of the Cardinals described therein, the passage of necessary and appropriate State enabling legislation, the execution of necessary and appropriate agreements further detailing the essential terms and economic elements of the transaction outlined therein and final approval by their respective governing bodies;

WHEREAS, the Public Participants have found and determined that it is desirable and in the best interests of the Public Participants to enter into this Agreement for the purpose of setting forth the terms and conditions on which they will assist in the funding of the costs of the Ballpark, subject to the enactment by the State of necessary and appropriate enabling legislation;

WHEREAS, the Cardinals have determined that it is desirable and in their best interest to enter into this Agreement for the purpose of setting forth the terms and conditions on which they will assist in the funding of the costs of the Ballpark Project, construct the Ballpark and lease and operate the Ballpark;

NOW, THEREFORE, in consideration of the premises and the mutual representations, covenants and agreements herein set forth, the State, the City, the County and the Cardinals covenant and agree as follows:

ARTICLE I DEFINITIONS

Section 1.1 Definitions. The following words and terms as used in this Project Agreement shall have the following meanings:

"Acquisition Parcels" means those parcels of land included in the Project Site that are not owned by the Cardinals as of the date of this Agreement, as described in Exhibit ___.

"Act" means the Sports Center Redevelopment Authority Act attached hereto as Exhibit ___, or other similar legislation authorizing and enabling this Agreement and the transactions contemplated hereby.

"Admissions Tax Amendment" means the amendment described in Section 13.2 to the entertainment license tax levied and collected by the City pursuant to Chapter 8.08 of the City Code.

"Affiliate" of a specified Person means any corporation, partnership, sole proprietorship or other Person that directly or indirectly through one or more intermediaries controls, is controlled by or is under common control with the Person specified. The term "control" means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person.

"Agreement" means this Project, Construction, Financing and Operation Agreement dated as of _____, 2002 among the State, the City, the County and the Cardinals, as from time to time amended and supplemented in accordance with its terms.

"Authority" means the St. Louis Sports Center Redevelopment Authority, a public body corporate and politic and political instrumentality to be created pursuant to the Act, and its successors and assigns.

“Ballpark” means the Ballpark Project Site and the Ballpark Project.

“Ballpark Capital Repairs and Improvements” means: (a) repairs and replacements that have a useful economic life (as intended to be used in the Ballpark) of not less than two years or which extend the life of the repaired or replaced structure, improvement or equipment by not less than two years; (b) repairs and replacements that are reasonably necessary to maintain the structural integrity of the Ballpark and preserve its usefulness for the purposes for which it is being leased; (c) such repairs, replacements, modifications or additions as are required by applicable Law or required by the Cardinals’ insurance carrier as a condition to its willingness to provide or continue to provide insurance at commercially reasonable rates (taking into account the type of facility, use and geographic location of the Ballpark and provided that the Cardinals’ insurance carrier regularly insures publicly owned arenas and stadia comparable to the Ballpark), (d) painting of, or application of sealants, waterproofing and protective coatings to, substantial areas of the Ballpark, provided that no such work shall be deemed to be a Capital Repair and Improvement if required to be performed within two years after the prior painting or application of protective coatings to such area; (e) replacement of substantial amounts of carpeting; (f) to the extent necessitated by ordinary wear and tear, replacement of Ballpark seats or seat standards, or the cement into which the seat is affixed; (g) major repairs, replacement or upgrades of components to the field lighting; (h) major repairs of components of the communications system and the scoreboard (including the control room, message board, videoboard, bulbs and circuit breaker panels); (i) major repairs to, or replacement of, cracked or disintegrated concrete, broken pipes or leaking roof or sections thereof; (j) replacement of HVAC compressors or any material part thereof; (k) cleaning of the exterior facade of the Ballpark no more often than once every five years; (l) major repairs to or replacements of mechanical, electrical, HVAC and plumbing systems; (m) resodding of the playing field as a result of disease, blight or widespread introduction of another species of grass (except to the extent that such condition could have been prevented by routine maintenance); and (n) improvements, modifications, alterations or additions to the Ballpark that are required to (i) maintain the Ballpark as a First-class Facility, (ii) comply with applicable Law or (iii) safely operate the Ballpark; provided that in no event shall Ballpark Operating Repairs and Maintenance constitute Ballpark Capital Repairs and Improvements.

“Ballpark Capital Reserve Fund” means the fund by that name to be established pursuant to Section 10.2.

“Ballpark Contractor” means one or more general contractors, construction managers or design-builders engaged to serve in such capacity in connection with the construction of the Ballpark Project.

“Ballpark Operating Budget” means the annual operating budget for the Ballpark to be provided to the Authority pursuant to Section 7.10.

“Ballpark Operating Period” means each 12-month period ending December 31 during the Lease Term, except that the first such period shall commence on the Opening Date and shall end on December 31 of the calendar year that includes the Opening Date.

“Ballpark Operating Repairs and Maintenance” means ordinary and routine repairs, replacements and maintenance that are necessary to enable the Cardinals to operate the Ballpark as a First-class Facility during its economic life; provided that in no event shall Ballpark Capital Repairs and Improvements constitute Ballpark Operating Repairs and Maintenance.

“Ballpark Project” means the planning, design, acquisition, construction and equipping of a new ballpark in the City to serve as the home of the Team, which ballpark shall be suitable for the playing of Major League Baseball, have capacity for approximately 49,000 patrons, feature player and fan amenities consistent with recently developed open-air Major League Baseball facilities and be located on the Ballpark Project Site, all as more fully described or to be described in the Ballpark Project Preliminary Drawings and the Ballpark Project Final Construction Drawings.

“Ballpark Project Bonds” means all bonds, notes or other obligations issued by or on behalf of the Authority or any Public Participant pursuant to the Act for the purpose of financing Ballpark Project Costs or Costs of Issuance, including any refunding or refinancing of any such obligations.

“Ballpark Project Construction Budget” means the construction budget for the Ballpark Project to be delivered to the Public Participants and the Authority pursuant to Section 5.1.

“Ballpark Project Construction Fund” means the fund by that name to be established pursuant to Section 6.4.

“Ballpark Project Costs” means all of the costs of planning, designing, acquiring, constructing and equipping the Ballpark Project including, without limitation, the following: (a) all costs and expenses of every nature for labor, materials, machinery,

furnishings and equipment; (b) costs and expenses of architects, engineers, contractors, construction managers, consultants and other professional, supervisory and advisory personnel and Consultants; (c) costs and expenses of or in connection with demolishing Busch Stadium; (d) costs of title insurance, the costs of any other insurance during the construction period of the Ballpark Project and the costs of payment and performance and similar bonds; (e) reasonable legal fees and expenses, including legal fees and expenses of the Public Participants, not to exceed the amounts to be set forth in the Ballpark Project Construction Budget; (f) pre-development costs, such as costs of architects, engineers and construction consultants relating to the planning, design and construction of the Ballpark Project; (g) any costs of or relating to the issuance of any Ballpark Project Bonds, subject to (iii) below; (h) costs of complying with the Relocation Requirements; (i) all other items of cost or expense which are project costs under the Act; (j) all expenses and costs of the Construction Monitor; and (k) the reimbursement of the Authority and the Parties for any of the foregoing costs and expenses, whether incurred before or after the Effective Date. Notwithstanding the foregoing, Ballpark Project Costs shall not include (i) any costs of the Cardinals relating to the lobbying of the Public Participants; (ii) any costs of acquiring or assembling the Project Site; (iii) any Costs of Issuance, except to the extent such costs are not paid from the proceeds of Ballpark Project Bonds; and (iv) any costs of the Transportation Infrastructure Project.

“Ballpark Project Final Construction Drawings” means the final construction drawings and specifications for the Ballpark Project; that is, such drawings and specifications in their final pre-construction form, and as they may be changed from time to time in accordance with this Agreement.

“Ballpark Project GMP Contract” means a contract for the design or construction of the Ballpark Project on a cost plus fee basis and subject to a guaranteed maximum price.

“Ballpark Project Preliminary Drawings” means the set of conceptual drawings and plans initially delivered to the Public Participants on February 12, 2001 prepared by HOK Planning Group/HOK Sport and entitled “A New Ballpark”, as amended and supplemented and delivered to the Public Participants not later than 30 working days prior to the date of this Agreement.

“Ballpark Project Site” means all of the real estate and interests therein comprising the site for the Ballpark Project, as described in Exhibit ____.

“Ballpark Village Developer” means any developer of the Ballpark Village Project.

“Ballpark Village Phase I” means those facilities comprising the Ballpark Village Project which are or are to be located on Ballpark Village Phase I Site, as more fully described in Section 5.9.

“Ballpark Village Phase I Costs” means all of the costs of planning, designing, acquiring, constructing and equipping Ballpark Village Phase I, including the fair market value of all or any respective portion of the Ballpark Village Phase I Site, but only at the time of Final Completion of such respective portion in accordance with the Redevelopment Plan and the Redevelopment Contract.

“Ballpark Village Phase I Liquidated Damages” means the schedule of liquidated damages with respect to Ballpark Village Phase I as set forth in Exhibit ____.

“Ballpark Village Phase I Site” means all of the real estate and interests therein comprising the site for Ballpark Village Phase I, which shall initially consist of Blocks D, E and F as described in Exhibit ____.

“Ballpark Village Phase I Tax Revenues” means all taxes that are imposed by the State, the City and other taxing districts on the Ballpark Village Phase I Site or which are generated by economic activities within the Ballpark Village Phase I Site.

“Ballpark Village Phase II” means those facilities comprising the Ballpark Village Project which are or are to be located on the Ballpark Village Phase II Site, as more fully described in Section 5.10.

“Ballpark Village Phase II Costs” means all of the costs of planning, designing, acquiring, constructing and equipping Ballpark Village Phase II, including the costs or value of the Ballpark Village Phase II Site.

“Ballpark Village Phase II Site” means all of the real estate and interests therein comprising the site for the Ballpark Village Phase II, which shall initially consist of Blocks A, B and C as described in Exhibit ____.

“Ballpark Village Project” means facilities comprising the Ballpark Village Project, including Ballpark Village Phase I

and Ballpark Village Phase II, as more fully described in Exhibit ___.

“Ballpark Village Project Costs” means the Ballpark Village Phase I Costs and the Ballpark Village Phase II Costs.

“Ballpark Village Project Drawings” means the set of conceptual drawings and plans delivered to the Public Participants on February 12, 2001 prepared by HOK Planning Group/HOK Sport and entitled “Ballpark Village”, as amended and supplemented and delivered to the Public Participants not later than 30 working days prior to the date of this Agreement.

“Ballpark Village Site” means the Ballpark Village Phase I Site and the Ballpark Village Phase II Site.

“Block” means any one of Blocks A, B, C, D, E and F included in the Ballpark Village Project.

“Bond Counsel” means an attorney or firm of attorneys selected by the Authority or the applicable Public Participant, following Consultation with the Cardinals, which is nationally recognized in the field of municipal finance.

“Bond Offering Commitment Date” means the date that is 30 days prior to the proposed Closing Date, as agreed to by the Parties and the Authority.

“Bowling Parcel” means the Acquisition Parcel identified as the Bowling Parcel in Exhibit ___.

“Busch Stadium Portion” means that portion of the Ballpark Project Site on which the existing Busch Stadium is located, as described in Exhibit ___.

“Business Day” means a day other than a Saturday, a Sunday, or other day which is a governmental holiday under the laws of the State or on which commercial banks are authorized or required to close under the laws of the State.

“Cardinals” means the St. Louis Cardinals, L.P., a limited partnership organized and existing under the laws of the State, and its successors and assigns.

“Certificate of Completion” means, with respect to the Ballpark Project, Ballpark Village Phase I, Ballpark Village Phase II, the Transportation Infrastructure Project or other portion, component or block of the Project, a certificate, substantially in the form of Exhibit ___, delivered by the Cardinals to the Public Participants and the Authority evidencing the completion of such portion, component or block of the Project.

“Certificate of Substantial Completion” means, with respect to the Ballpark Project, Ballpark Village Phase I, Ballpark Village Phase II, the Transportation Infrastructure Project or any Block or other portion or component of the Project, a certificate, substantially in the form of Exhibit ___, delivered by the Cardinals to the Public Participants and the Authority evidencing the substantial completion of such portion or component of the Project.

“Change Order” means a document or documents specifying a change to the Ballpark Project Final Construction Drawings.

“City” means The City of St. Louis, Missouri, a municipal corporation and political subdivision of the State, and its successors and assigns.

“City Ballpark Project Bonds” means the portion of the Ballpark Project Bonds which is payable from the City Financing Amount.

“City Financing Amount” means a fixed annual appropriation per Fiscal Year of the City, commencing not earlier than the Fiscal Year beginning July 1, 2005, in the amount of \$4,200,000, or such lesser amount as shall be sufficient, to provide debt service over 30 years for a debt financing that will provide a net sum of \$60,000,000 for the payment of Ballpark Project Costs; subject to the conditions and limitations that (a) such net sum shall be reduced as may be necessary to ensure that such appropriation will be sufficient to provide such debt service, (b) such net sum shall be net of all Costs of Issuance in connection with such debt financing and (c) none of such net sum shall be used for Ballpark operations, Ballpark Operating Repairs and Maintenance or Ballpark Capital Repairs and Improvements.

“City Naming Rights Fund” means the fund by that name to be created pursuant to Section 8.6 and held by a Fiduciary

approved by the City.

“City Naming Rights Fund Amount” means 37.5% of the Naming Rights Revenues.

“Closing Date” means the date on which the issuance of all of the Ballpark Project Bonds and the deposit required by the Cardinals in accordance with Section 6.3(c) occurs.

“Code” means the Internal Revenue Code of 1986, as amended, and the regulations thereunder.

“Community Event” means as described in Section 7.6.

“Construction Monitor” means the Construction Monitor selected by the State and approved by the City, the County and the Cardinals.

“Construction Monitor Agreement” means the Construction Monitor Agreement, dated as of the date hereof, among the Construction Monitor, the Cardinals and the Public Participants.

“Consultant” means a construction manager, project manager, design-builder, architect, contractor, subcontractor, engineer, vendor, supplier, consultant or other professional providing services with respect to the Project.

“Consultation” or “Consult” means, with respect to any matter, that the consulting party shall keep the other party or parties reasonably informed regarding such matter on an ongoing basis and provide the other party or parties with the opportunity to provide comments or suggestions on the matter, but the other party shall not have the right to approve or disapprove of such matter.

“Costs of Issuance” means, with respect to any issue or series of Ballpark Project Bonds, all costs of issuing such Bonds including, without limitation, an amount sufficient to pay interest on such Bonds during the construction period of the Ballpark Project to the extent permitted under the Code for tax-exempt bonds, debt service reserves and any other reserves in connection with such Bonds, costs of credit enhancement, underwriters’ spread or discount, counsel fees (including Bond Counsel and counsel to the Authority and the Parties), financial advisor fees, rating agency fees, trustee, escrow and paying agent fees, accounting fees, printing costs, fees and expenses of the Authority and any other costs in connection with such financing.

“County” means St. Louis County, Missouri, a county and political subdivision of the State, and its successors and assigns.

“County Ballpark Project Bonds” means the portion of the Ballpark Project Bonds which is payable from the County Financing Amount.

“County Financing Amount” means a fixed annual appropriation, for a period of 30 years commencing in calendar year 2003, in the amount of \$2,000,000 increasing annually by 3% on a compound basis, from tax revenues deposited in the County Convention and Recreation Trust Fund established pursuant to Section 67.657, RSMo., after making all required rental payments and other payments of fees and charges owed by the County pursuant to the existing terms (as of the Effective Date) of any lease, sub-lease or financing of any kind relating to the sports facilities owned by the Regional Convention and Sports Complex Authority in the City and now referred to as the “Edward Jones Dome.”

“Default Rate” means the lesser of (a) 4% above the “Prime Rate” as published from time to time in The Wall Street Journal under the caption “Money Rates” (or, if no longer so published, any substantially similar published rate) or (b) the greatest amount permitted by applicable Law.

“Economic Activity Taxes” means the total additional revenue received by the City on or after January 1, 2002, from taxes which are imposed by the City and other taxing districts and which are generated by economic activities within the Project Site, over the amount of such taxes generated by economic activities within the Project Site in calendar year 1999, but excluding personal property taxes, taxes imposed on sales or charges for sleeping rooms paid by transient guests of hotels and motels and sales taxes imposed by Section 162.1100.5, RSMo. Economic Activity Taxes shall take into account any payments in lieu of taxes made or received with respect to any of the foregoing taxes.

“Effective Date” means the date of this Agreement.

“Estimated Ballpark Project Costs” means the total estimated Ballpark Project Costs as set forth in the Ballpark Project

Construction Budget delivered prior to the Bond Offering Commitment Date and as amended or supplemented from time to time in accordance with this Agreement.

“Event of Default” means any Event of Default as described in Section 12.1 or 12.4.

“Event of Non-Appropriation” has the meaning given to such term in Section 6.8.

“Extraordinary Capital Costs” means the costs and expenses of repairs of or replacements to the Ballpark or any component thereof that are the result of (i) catastrophic acts of God, (ii) terrorism or insurgence or (iii) other extraordinary events which would not commonly or normally be expected to arise during the useful life of the Ballpark or a similar facility but are reasonably necessary to protect the health or safety of persons or property or to enable the Cardinals to operate and maintain the Ballpark as a First-class Facility; provided, however, such costs and expenses shall not constitute an Extraordinary Capital Cost to the extent that such costs and expenses are (a) caused by or the result of the failure by the Cardinals to maintain the Ballpark and make and perform all necessary Ballpark Capital Repairs and Improvements in accordance with Article X of this Agreement, (b) paid from Net Proceeds of insurance or (c) the result of an expansion of the Ballpark.

“Fiduciary” means a bank, trust company or other entity having trust powers in the State.

“Final Completion” means, with respect to the Ballpark Project, Ballpark Village Phase I, Ballpark Village Phase II, the Transportation Infrastructure Project or any other portion or component of the Project, (a) that all of such portion or component of the Project has been completed in accordance with the applicable plans, as evidenced by a Certificate of Completion accepted by the Authority pursuant to Section 5.12 hereof; and (b) final certificates of occupancy have been issued for all portions of such component of the Project for which certificates of occupancy are required.

“Financial Instrument” means (except as otherwise specifically provided in Section 6.3(c)) an irrevocable letter of credit providing the beneficiary thereof the unconditional right to draw the stated amount thereof issued by a bank whose long-term indebtedness is rated A or better by at least two nationally recognized rating agencies and expressly provides that that such amount will be available when required; provided that the Public Participants shall have the right to disapprove of any Financial Instrument if they shall reasonably determine that, as a result of the form or substance thereof, there is inadequate assurance that the necessary amount or amounts will be available when required under this Agreement.

“First-class Facility” means a state-of-the-art Major League Baseball park wherein the level and quality of: (a) the baseball facilities, including the playing field and amenities, are consistent with the level and quality of other Major League Baseball parks built within five years prior to the Closing Date (one year prior to the Closing Date in the case of public safety and security components) for the purpose of hosting Major League Baseball Games and (b) interior and exterior Ballpark finishes are comparable to the level and quality of interior and exterior finishes in Major League Baseball parks built within five years prior to Closing Date for the purpose of hosting Major League Baseball Games.

“Fiscal Year” means (a) with respect to the State and the City, each twelve-month period beginning on July 1 and ending on June 30 and (b) with respect to the County, each twelve-month period beginning on January 1 and ending on December 31, in each case as such Fiscal Year may be changed from time to time in accordance with applicable Law.

“Force Majeure” means any act of God, accident, fire or other casualty, earthquake, flood, war, riot, intervention by civil or military authorities of government, insurrection or other civil commotion, terrorist act, material shortage, strike, boycott or labor dispute (but excluding any strike, boycott, labor stoppage or lockout or other labor dispute with or involving baseball players), court or judicial order, land acquisition delay, environmental requirement, archeological issue or delay in connection with any Interstate 64/Highway 40 ramp, or any other event or occurrence beyond the reasonable control of a Party hereto, that could not have been avoided by exercising due care and that causes a Party to be delayed or prevented from the performance of any covenant or obligation hereunder. Any Party making a claim of Force Majeure shall notify the other Parties within 30 days of any event of which they are aware that is expected to result in a claim of Force Majeure.

“Full Insurable Value” means the actual replacement cost of the Ballpark Project, less physical depreciation and exclusive of land, excavations, footings, foundations and parking lots, provided that, to the extent obtainable, in no event shall such value be less than the aggregate principal amount of the Ballpark Project Bonds at the time outstanding.

“Good Cause” means that a person cannot reasonably conclude that the person or firm has the capability, experience,

technical competence, financial capacity or reliability necessary to perform the services required.

“Governmental Authority” means any government of any nation, state or political subdivision thereof and any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government.

“Hazardous Materials” means (a) “hazardous substances” or “toxic substances” as those terms are defined by the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. § 9601 et seq., or by the Hazardous Materials Transportation Act, 49 U.S.C. § 1802 et seq., all as now and hereafter amended; (b) “hazardous wastes”, as that term is defined by the Resource Conservation and Recovery Act, 42 U.S.C. § 6902 et seq., as now and hereafter amended; (c) any pollutant or contaminant or hazardous, dangerous or toxic chemicals, materials or substances within the meaning of any other applicable federal, state or local law, regulation, ordinance or requirement (including consent decrees and administrative orders) relating to or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste substances or materials, all as now and hereafter amended; (d) crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute); (e) gasoline and any additive thereof, including, but not limited to Methyl Tert Butyl Ether (“MTBE”), (f) any radioactive material, including any source, special nuclear or by-product material as defined at 42 U.S.C. § 2011 et seq., as now and hereafter amended; (g) asbestos in any form or condition; and (h) polychlorinated biphenyls (“PCBs”) or substances or compounds containing PCBs.

“Home Game” means any Major League Baseball Game played after the Opening Date in which the Team acts as host team for its opponent (that is, the Team takes the field in the first half of each inning and bats in the last half of each inning of such Game); provided that such term shall not include (a) a maximum of three such Games per year played at a location other than the Ballpark if such game is scheduled or rescheduled by Major League Baseball at such other location, (b) any post-season game scheduled by Major League Baseball to be played at a neutral site and (c) any such Game played at a different location during an Untenantable Period.

“Indenture” means, with respect to any issue or series of Ballpark Project Bonds, the indenture or other legal document setting forth the terms and provisions of such Bonds, including the rights of the holders of Bonds and the obligations of the issuer thereof.

“Law” means any law, statute, ordinance, rule, regulation, order, appropriation, decree or other requirement having the force of law and, where applicable, any interpretation thereof by any Governmental Authority having jurisdiction with respect thereto or charged with the administration thereof.

“Lease” means the Lease by and between the Authority and the Cardinals relating to the Ballpark having the terms and conditions required by this Agreement and such other usual and customary terms and conditions governing sports facility leases as the Parties may approve.

“Lease Term” means the period during which the Lease is effective, as described in Section 7.4.

“Lien” means any deed of trust, mortgage, pledge, charge, hypothecation, assignment, deposit arrangement, lien (statutory or otherwise), security interest, preferential arrangement of any kind whatsoever, restriction, covenant, reservation, right, easement, lease, other title or interest retention arrangement, and any other encumbrance of any nature whatsoever.

“Major Change” means any Material Change in the Ballpark Project Preliminary Drawings or the Ballpark Project Final Construction Drawings, as the case may be, (a) to the seating capacity, the seating bowl or the overall appearance of the exterior or the structure of the Ballpark from that expressed in the Ballpark Project Final Construction Drawings, (b) that would adversely affect the health, safety or security of the **occupants of the Ballpark** or (c) **that would result in a material increase in the Estimated Ballpark Project Costs.**

“Major League Baseball” means the league of professional baseball clubs constituting Major League Baseball, as now or hereafter constituted or organized, and any other league of professional baseball clubs which may be constituted from time to time and recognized as a major league authorized to play professional baseball games under the Major League Baseball Rules and Regulations.

“Major League Baseball Game” means (a) any regular season or post-season Major League Baseball game to be played in accordance with the schedule established by Major League Baseball and (b) any All-Star Game which the Team has requested, through application or otherwise, be played within the boundaries of the City.

“Major League Baseball Rules and Regulations” means, collectively, the Major League Agreement, the Major League Constitution, the Major League Rules and any other rules, guidelines, bulletins, directives, regulations or requirements of the Office of the Commissioner of Major League Baseball or any Person appointed by any of the foregoing that are generally applicable to Major League Baseball clubs, all as the same now exist or may hereafter be amended or adopted.

“Major League Baseball Season” means each period commencing on the day of the Team’s first Home Game in any calendar year and ending on the day of the Team’s last Home Game (including post-season games, if any) in such calendar year.

“Material Change” means any a change resulting in a cost increase or decrease of \$5,000,000.

“Naming Rights” means the right to name the Ballpark, and shall not include any marketing, advertising, merchandising, tickets or other rights, or the right to name any specific portion or area of the Ballpark; provided that Naming Rights shall include a non-exclusive license of the image of the Ballpark (subject to any rights of Major League Baseball with respect thereto) and the right to display appropriate name signage on the exterior of the Ballpark and directional signage on the exterior and interior of the Ballpark, all of which signage and uses shall be subject to the reasonable approval of the Cardinals and the Public Participants.

“Naming Rights Revenues” means all amounts and the value of any other property, rights or interests received as a result of the sale, transfer, assignment or other negotiation of the Naming Rights, net of all costs of implementation (such as signage, materials and artwork and other similar costs).

“Net Proceeds” means, when used with regard to any insurance award with respect to the Ballpark Project, the gross proceeds from the insurance award less the payment of all expenses (including attorneys’ fees) incurred in the collection of such gross proceeds.

“New State Revenues” means: (a) the increase (beginning January 1, 2002) in the general revenue portion of State sales tax revenues received pursuant to Section 144.020 RSMo from the Project Site, excluding sales taxes that are constitutionally dedicated, taxes deposited to the school district tax fund in accordance with Section 144.701 RSMo, sales and use taxes on motor vehicles, trailers, boats and outboard motors and future sales taxes earmarked by law for specific, non-general uses, over the amount of such taxes generated within the Project Site in calendar year 1999; and (b) the increase (beginning January 1, 2002) in state income tax withheld on behalf of employees by the employer pursuant to Section 143.221 RSMo, derived from sources within the Project Site over the amount of such taxes derived from sources within the Project Site in calendar year 1999. New State Revenues shall take into account any payments in lieu of taxes made or received by the State with respect to any of the foregoing taxes.

“Opening Date” means the first Major League Baseball Game to be played at or in any portion of the Ballpark.

“Parties” means, with respect to this Agreement, the State, the City, the County and the Cardinals.

“Party” means the State, the City, the County or the Cardinals, as applicable.

“Permitted Encumbrances” means the liens, encumbrances and exceptions set forth in Exhibit __.

“Person” means any individual, firm, partnership, corporation, company, association, joint stock association, or body politic; and shall include any trustee, receiver, assignee, or other similar representative thereof.

“PILOTS” means those payments in lieu of taxes payable under Section 8.7.

“Project” means the Ballpark Project, Ballpark Village Phase I, Ballpark Village Phase II and the Transportation Infrastructure Project.

“Project Site” means the Ballpark Project Site, the Ballpark Village Phase I Site, the Ballpark Village Phase II Site and the Transportation Infrastructure Project Site.

“Projected Economic Activity Taxes” means the projected Economic Activity Taxes set forth on Exhibit __ hereto.

“Projected New State Revenues” means the projected New State Revenues set forth on Exhibit __ hereto.

“Public Participants” means, collectively, the State, the City and the County.

“Public Participants’ Financing Amounts” means, collectively, the State Financing Amount, the City Financing Amount and the County Financing Amount.

“Redevelopment Contract” means a contract to be entered into by and between the Authority and/or any Public Participant and the Cardinals and/or a Ballpark Village Developer for the redevelopment, rehabilitation or renewal of any portion of the Project and Project Site in conformity with the Redevelopment Plan and in accordance with the Act.

“Redevelopment Plan” means the sports center redevelopment plan with respect to the Project Site to be approved in accordance with the Act.

“Related Agreements” means the Redevelopment Plan, the Redevelopment Contracts, the Indentures and all agreements, documents and instruments executed and delivered or contemplated by this Agreement to be executed and delivered by one or more of the Parties in connection with the transactions contemplated by this Agreement.

“Relocation Requirements” means the Relocation Policy of the City adopted December 20, 1991 by Ordinance No. 62481 and any other relocation requirements under applicable law including any applicable requirements of Sections 523.200 and 523.205, RSMo, as amended.

“Rent” means the rent to be payable by the Cardinals under the Lease, as more fully described in Section 7.5.

“State” means the State of Missouri, and its successors and assigns.

“State Ballpark Project Bonds” means the portion of the Ballpark Project Bonds issued or caused to be issued by or on behalf of the State in accordance with Section 6.13.

“State Financing Amount” means a fixed annual appropriation per Fiscal Year of the State, commencing not earlier than the Fiscal Year of the State beginning on July 1, 2005, in the amount of \$7,000,000, or such lesser amount as shall be sufficient, to provide debt service over 30 years for a debt financing that will provide a net sum of \$100,000,000 for the payment of Ballpark Project Costs; subject to the following conditions and limitations: (a) such net sum shall be reduced as may be necessary to ensure that such appropriation will be sufficient to provide such debt service; (b) such net sum shall be net of all Costs of Issuance in connection with such debt financing; (c) none of such net sum shall be used for Ballpark operations, Ballpark Operating Repairs and Maintenance or Ballpark Capital Repairs and Improvements; and (d) in no year shall the total amount appropriated by the State for any reason under this Agreement and any Related Agreements exceed \$7,000,000.

“State Naming Rights Fund” means the fund by that name to be created pursuant to Section 8.6 and held by a Fiduciary approved by the State.

“State Naming Rights Fund Amount” means 62.5% of the Naming Rights Revenues.

“Substantial Completion” means, with respect to the Ballpark Project, Ballpark Village Phase I, Ballpark Village Phase II, the Transportation Infrastructure Project or any other portion or component of the Project, (a) that all of such portion or component of the Project has been completed in accordance with the applicable plans, as evidenced by a Certificate of Substantial Completion, and (b) temporary certificates of occupancy have been issued for all portions of such component of the Project for which certificates of occupancy are required.

“Team” means the Major League Baseball franchise owned by the Cardinals and known as the “St. Louis Cardinals”.

“Term” means the Term of this Agreement as specified in Section 13.1.

“Transportation Infrastructure Project” means the portion of the public infrastructure improvements to be constructed in connection with the Project specified in Exhibit ___.

“Transportation Infrastructure Project Costs” means all of the costs of planning, designing, acquiring, constructing and

equipping the Transportation Infrastructure Project and of acquiring and assembling the Transportation Infrastructure Project Site, including all costs related or incidental thereto.

“Transportation Infrastructure Project Site” means all of the real estate and interests therein comprising the site for the Transportation Infrastructure Project, as described in Exhibit ___.

“Trustee” mean, with respect to any issue or series of Ballpark Project Bonds, the trustee under the related Indenture.

“Untenantable Period” means any period following damage to or destruction of the Ballpark, or following the occurrence of a Force Majeure event or circumstance, during which the Ballpark cannot reasonably be used to play a Major League Baseball Game.

Section 1.2 Rules of Construction.

(a) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, words importing the singular number shall include the plural and vice versa, and words importing persons shall include firms, associations and corporations, including public bodies, as well as natural persons. The term “including” shall not be interpreted to exclude any items not specifically enumerated. All references in this Agreement to designated “Articles”, “Sections” and other subdivisions are to the designated Articles, Sections and other subdivisions of this Agreement as originally executed. The words “herein”, “hereof” and “hereunder” and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or other subdivision unless the context indicates otherwise.

(b) The table of contents and the headings and captions in this Agreement are not a part of this Agreement.

(c) Accounting terms used in this Agreement and not otherwise defined herein have the meaning given to them by generally accepted accounting principles.

(d) The Exhibits and Addenda to this Agreement are included in and are a part of this Agreement.

(e) References herein to any particular section of the Code, the Act, any other legislation or federal or State regulations shall be deemed to refer also to any successor section thereto or to redesignations thereof for codification purposes, unless otherwise specifically provided herein.

ARTICLE II REPRESENTATIONS AND CONDITIONS TO EXECUTION

Section 2.1 Representations by the Public Participants.

(a) **Representations by the State.** The State represents to the City, the County and the Cardinals that:

(i) Each State signatory is a department of the State, duly created and existing under the laws of the State.

(ii) Each State signatory has lawful power and authority to enter into, execute, and deliver this Agreement on behalf of the State, and has been duly authorized to execute, deliver and perform this Agreement, acting by and through its duly authorized officers; and this Agreement is the legal, valid and binding obligation of the State enforceable in accordance with its terms.

(iii) The execution and delivery of this Agreement by the Office of Administration and the Department of Economic Development on behalf of the State will not result in a breach of any of the terms of, or constitute a default under, any indenture, mortgage, deed of trust, lease or other agreement or instrument to which the State is a party or by which it or any of its property is bound, or the constitution or laws of the State, or any of the constitutional or statutory rules or regulations applicable to the State or its property.

(iv) The economic benefit of Major League Baseball in general and the Team in particular is of critical economic consequence to the State, the City and the County and without the assistance provided by the Public Participants described herein there is a real and present danger that the State, the City and the County could lose Major League Baseball and the Team and such loss would pose irreparable harm to the economies of the State, the City and the County.

(b) **Representations by the City.** The City represents to the State, the County and the Cardinals that:

(i) The City is a municipal corporation and political subdivision of the State duly organized and existing under its charter and the constitution and laws of the State.

(ii) The City has lawful power and authority to enter into, execute and deliver this Agreement and to carry out its obligations hereunder and by all necessary action of its Board of Aldermen has been duly authorized to execute, deliver and perform this Agreement, acting by and through its duly authorized officers; and this Agreement is the legal, valid and binding obligation of the City enforceable in accordance with its term.

(iii) The execution and delivery of this Agreement by the City will not conflict with or result in a breach of any of the terms of, or constitute a default under, any indenture, mortgage, deed of trust, lease or other agreement or instrument to which the City is a party or by which it or any of its property is bound, or the constitution or laws of the State, or any of the constitutional or statutory rules or regulations applicable to the City or its property.

(iv) The economic benefit of Major League Baseball in general and the Team in particular is of critical economic consequence to the City and without the assistance provided by the Public Participants described herein there is a real and present danger that the State, the City and the County could lose Major League Baseball and the Team and such loss would pose irreparable harm to the economies of the State, the City and the County.

(c) **Representations by the County.** The County represents to the State, the City and the Cardinals that:

(i) The County is a political subdivision of the State organized and existing under its charter and the constitution and laws of the State.

(ii) The County has lawful power and authority to enter into, execute and deliver this Agreement and to carry out its obligations hereunder and by all necessary action of its County Council has been duly authorized to execute, deliver and perform this Agreement, acting by and through its duly authorized officers; and this Agreement is the legal, valid and binding obligation of the County enforceable in accordance with its term.

(iii) The execution and delivery of this Agreement by the County will not conflict with or result in a breach of any of the terms of, or constitute a default under, any indenture, mortgage, deed of trust, lease or other agreement or instrument to which the County is a party or by which it or any of its property is bound, or the constitution or laws of the State, or any of the constitutional or statutory rules or regulations applicable to the County or its property.

(iv) The economic benefit of Major League Baseball in general and the Team in particular is of critical economic consequence to the County and without the assistance provided by the Public Participants described herein there is a real and present danger that the State, the City and the County could lose Major League Baseball and the Team and such loss would pose irreparable harm to the economies of the State, the City and the County.

Section 2.2 Representations by the Cardinals. The Cardinals represent to the Public Participants that:

(a) The Cardinals are a limited partnership duly organized, validly existing and in good standing under the laws of the State, with all power to enter into this Agreement and to perform their obligations hereunder.

(b) This Agreement has been duly authorized, executed and delivered by the Cardinals and is the legal, valid and binding obligation of the Cardinals enforceable in accordance **with its terms.**

(c) No consent, approval, authorization, order, registration or qualification by or with any Governmental Authority (other than those already obtained) is required in connection with the execution and delivery of this Agreement by the Cardinals.

(d) All consents to this Agreement which the Cardinals are obligated to obtain due to Major League Baseball Rules and Regulations or any other contract or agreement have been duly obtained.

(e) The execution, delivery and performance of this Agreement by the Cardinals will not conflict with or

violate any existing or, to the best of the Cardinals' knowledge, any proposed Major League Baseball Rules and Regulations.

(f) The execution and delivery of this Agreement by the Cardinals will not conflict with or result in a breach of any of the terms of, or constitute a default under, any indenture, mortgage, deed of trust, lease or other agreement or instrument to which the Cardinals are a party or by which they or any of their property are bound, or the constitution or laws of the State.

(g) The Cardinals or an Affiliate of the Cardinals presently own all of the real property comprising the Project Site except for the Acquisition Parcels.

(h) The Cardinals own the Team.

(i) Without the assistance provided by the Public Participants described herein there is a real and present danger that, as a result of business, economic and competitive conditions affecting the Cardinals and their current ballpark, the State, the City and the County could lose Major League Baseball and the Team.

(j) Busch Stadium, the facility at which the Team presently plays its Home Games, was constructed in 1966 and despite major renovations is projected to become unsuitable for use by the Team absent substantial and expensive improvement and rehabilitation which the Cardinals have determined would not be cost-effective and would not be sufficient to maintain the competitiveness of the Team. The Cardinals, in consultation with the Public Participants, have determined that the most cost-effective means of replacing Busch Stadium is through the financing and construction of the Ballpark as provided herein.

(k) The amounts of (i) Projected Economic Activity Taxes set forth on Exhibit __ hereto are the Cardinals' estimate of the Economic Activity Taxes that the City and other taxing districts would receive from the Ballpark Project, Ballpark Village Phase I and Ballpark Village Phase II and (ii) Projected New State Revenues set forth on Exhibit __ hereto are the Cardinals' estimate of the New State Revenues the State would receive from the Ballpark Project, Ballpark Village Phase I and Ballpark Village Phase II; in each case based (x) upon available facts and information at the time such information was prepared, (y) upon various assumptions believed to be reasonable (including, without limitation, the assumption that the Project is completed as contemplated by such estimates) and (z) upon certain future events which are beyond the control of the Cardinals and cannot be predicted with certainty; provided that the Cardinals make no representation that the Project will generate the Projected Economic Activity Taxes or the Projected New State Revenues.

Section 2.3 Conditions to Execution of Agreement.

The execution of this Agreement by the Parties shall be subject to the following conditions:

(a) The receipt by each of the Parties of a completed copy of this Agreement in form and substance acceptable to them without any blanks and having attached thereto all Exhibits.

(b) The General Assembly shall have passed the Act and the Act shall have become law.

(c) The Admissions Tax Amendment shall have been passed by the Board of Aldermen of the City and shall have become law.

(d) The Public Participants shall have approved the estimated Ballpark Project Costs as set forth in the Ballpark Project Construction Budget.

(e) The Public Participants shall have been provided with a schedule setting forth the then-estimated dates of commencement and completion for the principal obligations of each of the Parties under this Agreement.

ARTICLE III THE PROJECT

Section 3.1 Project Scope. The Project shall be comprised of the following components: (a) the Ballpark Project; (b) Ballpark Village Phase I; (c) Ballpark Village Phase II; and (d) the Transportation Infrastructure Project.

Section 3.2 Ballpark Project Schedule. Subject to Force Majeure and the provisions of this Agreement:

- (a) The Cardinals shall cause the Ballpark Project to be sufficiently completed to permit the Team to open and play all Home Games of the 2005 Major League Baseball Season in the Ballpark.
- (b) The Cardinals shall cause Substantial Completion of the Ballpark Project to occur on or before April 1, 2006.
- (c) The Cardinals shall cause Final Completion of the Ballpark Project to occur on or before 360 days after the Substantial Completion of the Ballpark Project.
- (d) The development and construction of the Ballpark shall be undertaken pursuant to this Agreement and the Redevelopment Plan and the Redevelopment Contract approved by the Public Participants, the Authority and the Cardinals consistent with the terms of this Agreement. The Redevelopment Plan and Redevelopment Contract shall provide for further detail regarding the construction, timing and phasing of the development of the Ballpark and shall contain such further terms and provisions not inconsistent with the terms hereof as the Parties may deem necessary and appropriate. The Redevelopment Plan shall also contain an analysis of the factors which qualify the Project Site as a blighted area or conservation area **under the Act**.

Section 3.3 Ballpark Village Phase I Schedule. Subject to Force Majeure, any delay in the completion of the Ballpark Project permitted by the terms of this Agreement (which delay shall cause a commensurate delay in the times set forth in this Section) and the provisions of this Agreement:

- (a) The Cardinals shall cause the development of Ballpark Village Phase I to be commenced on or before April 1, 2006.
- (b) The Cardinals shall cause Substantial Completion of Ballpark Village Phase I to occur on or before April 1, 2011.
- (c) The Cardinals shall cause Final Completion of Ballpark Village Phase I to be completed on or before 180 days after Substantial Completion of Ballpark Village Phase I.
- (d) The development and construction of Ballpark Village Phase I shall be undertaken pursuant to this Agreement and the Redevelopment Plan and the Redevelopment Contract approved by the Public Participants, the Authority and the Cardinals consistent with the terms of this Agreement. The Redevelopment Plan and Redevelopment Contract shall provide for further customary detail regarding the timing and phasing of the development of Ballpark Village Phase I and shall contain such other usual and customary terms and provisions governing development agreements as are not inconsistent with the terms of this Agreement.

Section 3.4 Ballpark Village Phase II Schedule. Subject to Force Majeure, any delay in the completion of the Ballpark Project permitted by the terms of this Agreement (which delay shall cause a commensurate delay in the times set forth in this Section), and the provisions of this Agreement:

- (a) The Cardinals shall use their best efforts to cause the development of Ballpark Village Phase II to be commenced as follows: one Block on or before April 1, 2009; two Blocks on or before April 1, 2010; and three Blocks on or before April 1, 2011.
- (b) The Cardinals shall use their best efforts to cause Substantial Completion of Ballpark Village Phase II to occur on or before April 1, 2014.
- (c) The Cardinals shall use their best efforts to cause Final Completion of Ballpark Village Phase II to be completed on or before 180 days after the Substantial Completion of Ballpark Village Phase II.
- (d) The development and construction of Ballpark Village Phase II shall be undertaken pursuant to this Agreement and the Redevelopment Plan and the Redevelopment Contract approved by the Public Participants, the Authority and the Cardinals consistent with the terms of this Agreement. The Redevelopment Plan and Redevelopment Contract shall provide for further customary detail regarding the timing and phasing of the development of Ballpark Village Phase II and shall contain such usual and customary terms and provisions governing development agreements as are not inconsistent with the terms of this Agreement.

Section 3.5 Transportation Infrastructure Project Schedule Subject to Force Majeure and the availability

of adequate funding for the payment of Transportation Infrastructure Project Costs in addition to the funding to be provided by the Cardinals pursuant to Section 6.11, and to the provisions of this Agreement, the Cardinals shall cause Final Completion of the Transportation Infrastructure Project in a timely manner consistent with the completion schedules for the other components of the Project; provided that the Cardinals shall be permitted to delay completion of any relocation or reconstruction of the east bound access ramp to Highway 40/Interstate 64 as shall be caused by the Missouri Department of Transportation and other jurisdictions whose consent to such relocation or reconstruction is required.

Section 3.6 Defaults and Remedies Regarding Ballpark Village Project Schedules.

(a) Notwithstanding any other provision of this Agreement, if the Cardinals fail to comply with Section 3.3 or Section 5.9 hereof the Cardinals shall make the payments specified in (c) below, and the Authority and the Public Participants shall not be entitled to any other relief, compensation or penalties as a consequence of such failure and such failure shall not be a violation or a default or Event of Default under this Agreement. The Public Participants and the Authority hereby waive any other remedy which may be available at law or in equity, under this Agreement or otherwise.

(b) Notwithstanding any other provision of this Agreement, if the Cardinals fail to comply with Section 3.4 or Section 5.10 hereof the Cardinals shall transfer the property specified in (d) below, and the Authority and the Public Participants shall not be entitled to any other relief, compensation or penalties as a consequence of such failure and such failure shall not be a violation or a default or Event of Default under this Agreement. The Public Participants and the Authority hereby waive any other remedy which may be available at law or in equity, under this Agreement or otherwise.

(c) If the Cardinals shall fail to meet the benchmarks and milestones regarding construction of Ballpark Village Phase I as agreed upon in the Redevelopment Contract or cause the Final Completion of Ballpark Village Phase I in accordance with Section 3.3(c), the Cardinals shall pay to the State and the City, in the aggregate, on or before March 31 of each year, commencing March 31, 2010, an amount equal to the Ballpark Village Phase I Liquidated Damages for such prior year reduced by (that is, there shall be subtracted therefrom) the amount determined by multiplying such Liquidated Damages amount by a fraction the numerator of which is the amount which has been expended by the Cardinals for Ballpark Village Phase I Costs as of the end of such prior calendar year (as evidenced in accordance with Section 5.10(b)) and the denominator of which is \$100,000,000; provided that, subject to the limitation contained in the last sentence of this subsection (c), the Liquidated Damages amount as so reduced for any prior calendar year shall be further reduced by (that is, there shall be subtracted therefrom) the amount of the Ballpark Village Phase I Tax Revenues for such prior calendar year. Notwithstanding the foregoing or any other provision of this Agreement, no such amount shall be required to be paid under this subsection (c) for any calendar year or portion thereof (on a pro rata basis) following the Final Completion of Ballpark Village Phase I. In the case of Ballpark Village Phase I Liquidated Damages payable to the City pursuant to this subsection (c), the Collector of Revenue for the City of St. Louis shall allocate all revenues received from such payments among all taxing districts (excluding the State) on the same pro-rata basis as such taxing districts received taxes from Ballpark Village Phase I in that calendar year. Notwithstanding the foregoing, in no event shall the Cardinals be entitled to deduct the Ballpark Village Phase I Tax Revenues from such Liquidated Damages amount if or to the extent that Bond Counsel determines at the time of issuance of the State Ballpark Project Bonds, or at any time thereafter, that such deduction would adversely impact the exclusion of the interest on any series of State Ballpark Project Bonds from gross income for federal income tax purposes. The State and the City shall cause Bond Counsel to advise the Cardinals of Bond Counsel's initial determination as to such impact as of the date of this Agreement.

(d) In the event or events that the development of a Block of Ballpark Village Phase II is not commenced by the time set forth in Section 3.4(a) and Section 5.11(c), the Cardinals shall promptly thereafter convey or cause the conveyance to the Public Participants or their designees of good and marketable fee simple title to one Block (as selected by the Cardinals) of the Ballpark Village Phase II Site, subject only to Permitted Encumbrances. Notwithstanding the foregoing, the Cardinals shall not be required so to convey the Bowling Parcel unless such Parcel is then owned by the Cardinals. Any subsequent development of any Block of Ballpark Village Phase II by the Public Participants or their designees shall be in accordance with the Redevelopment Plan and the Redevelopment Contracts.

(e) On the Closing Date, the Cardinals shall cause to be recorded with the Recorder of Deeds of the City a covenant running with the land (the "Commencement Covenant") with respect to the Ballpark Village Phase II Site, in a form and substance approved by the Public Participants, which approval shall not be unreasonably withheld. The Commencement Covenant shall reflect the obligation of the Cardinals to transfer the respective Blocks of the Ballpark Village Phase II Site and all rights of the Cardinals under the Related Agreements which pertain to the respective portion of the Ballpark Village Phase II Site in the event or events that the development of such Blocks is not commenced in accordance with Section 3.4(a) and Section 5.11(c). All financing encumbrances of the Cardinals shall be subordinated to the Commencement Covenant.

ARTICLE IV
ACQUISITION AND OWNERSHIP OF THE PROJECT SITE

Section 4.1 Acquisition of Project Site. The Cardinals shall acquire and assemble the Project Site, including all reversionary rights, whether by purchase or donation, provided that (a) the City or the Authority shall, if necessary, acquire the Acquisition Parcels for the Cardinals by eminent domain as provided in this Article, (b) the Cardinals shall not be required to acquire the Bowling Parcel unless the Cardinals determine that such acquisition is economically feasible and (c) the Cardinals' obligation to acquire and assemble the Transportation Infrastructure Project Site shall be subject to the provisions of Section 6.11. The Cardinals shall obtain all necessary title commitments, inspections, tests, surveys and reports and select, hire and retain all necessary experts, professionals and other Consultants and staff necessary to acquire and assemble the Project Site.

Section 4.2 Negotiated Purchase of Acquisition Parcels. The Public Participants and the Authority shall cooperate with the Cardinals in making reasonable efforts to acquire the Acquisition Parcels by negotiation, and shall use their best efforts to convey or lease, or to cause any related entity to convey or lease, to the Cardinals on reasonable terms any Acquisition Parcels owned by them, but excluding any obligation to expend funds, or in any way to underwrite costs associated with the Acquisition Parcels. The Cardinals shall not be required to take title to any single parcel until such parcel is necessary to construct a particular component of the Project. The Cardinals shall consult with the Public Participants and the Authority during this period and shall notify the Public Participants and the Authority in writing as to the proposed terms of any purchase agreement prior to the execution of such agreement. Any purchase agreements with respect to an Acquisition Parcel shall provide for entry by the Cardinals upon the parcel at reasonable times and with prior written notice to the parcel's owner of record during the term of the purchase agreement for the purpose of conducting a final survey, environmental review, soils test and any other investigations or tests deemed necessary by the Cardinals.

Section 4.3 Condemnation of Acquisition Parcels . The Cardinals may notify the Public Participants and the Authority in writing that they desire the City or the Authority to initiate, and the Authority shall thereupon initiate, eminent domain proceedings to acquire all or any portion of the Acquisition Parcels, or interests in the Acquisition Parcels (including easements, rights of way, licenses and leasehold estates), not subject to purchase agreements in accordance with Section 4.2. Condemnation shall be undertaken in the name of and by the Authority, and the Authority shall diligently prosecute all such proceedings for and to acquire the Acquisition Parcels by eminent domain. The Authority shall select legal counsel (subject to the approval of the Cardinals which shall not be unreasonably withheld). The Cardinals shall have the right to direct the Authority's counsel in such condemnation proceedings provided such directions are consistent with the manner in which the Public Participants conduct their own condemnation proceedings. The Cardinals shall be responsible for the payment of all costs of such proceedings and for payment of damages awarded in any such eminent domain action. The Authority and the Cardinals shall cooperate in such proceedings and execute all documents which may be reasonably necessary during the prosecution of such proceedings. During the condemnation proceedings, the Cardinals and their advisers shall regularly consult with the Authority, as from time to time requested by the Authority, regarding the status and fair settlement value of each such case. With respect to each condemnation proceeding the Authority shall provide the Cardinals with written notice of the commissioners' award immediately upon receipt of notice thereof, and the Cardinals shall provide the Authority with written notice of the Condemnation Commitment Date at least five days prior thereto, together with the letter of credit, cash escrow or other security required by this Section. Advice and consultation with the Authority shall continue throughout such proceedings. The following additional provisions shall also apply to any such condemnation proceedings:

(a) The Authority, prior to the appointment of appraisal commissioners, shall use its best efforts to obtain the consent of each defendant property owner, subject to reasonable terms and conditions, for the Cardinals to conduct a final survey, environmental tests, soils tests and such other investigations and tests as the Cardinals deem necessary. In the alternative, the Authority may file a motion with the court in which the petition for condemnation of any Acquisition Parcel is filed providing for the inspection of that parcel by the Cardinals on behalf of the Authority, at the Cardinals' cost, subject to reasonable terms and conditions.

(b) The Cardinals shall deliver copies of the foregoing surveys, tests and reports to the Public Participants and the Authority for their review. Notwithstanding any other provision of this Agreement to the contrary, the Authority shall not be required to take ownership of any Acquisition Parcel condemned hereunder unless the Authority shall be provided reasonable evidence that such parcel is free of contamination by Hazardous Materials or that the Cardinals have adopted a plan of remediation and indemnity satisfactory to the Public Participants and the Authority in their reasonable discretion.

(c) Upon the Cardinals' request, the Authority shall file exceptions to any commissioners' report deemed excessive in the Cardinals' judgment. In addition, the Authority may, at its option, file exceptions to any commissioners' report with respect to any parcel if the award stated in such report is greater than the Cardinals' appraisal for such parcel. Upon such request by the

Cardinals, and subject to the full funding thereof by the Cardinals, the Authority shall timely file and diligently prosecute such exceptions.

(d) The Cardinals shall have the right to direct that the Authority terminate any condemnation proceeding to effect a settlement of such proceeding. In such event this Agreement shall continue and the Authority shall continue to diligently prosecute any other condemnation proceedings pending at such time.

(e) At the request of the Authority in connection with any condemnation action for any Acquisition Parcel, at least five days prior to the Condemnation Commitment Date for such parcel the Cardinals shall deposit a letter of credit, cash escrow or other commercially reasonable security acceptable to the Authority in its reasonable discretion, to be held as security for the Cardinals' obligation hereunder to be responsible for all costs of litigation and for payment of damages awarded. The amount of such letter of credit, cash escrow or other security shall be equal to the actual damages awarded, reduced by the amount of any commissioners' award paid in to court in such condemnation action. If, after such letter of credit, cash escrow or other security is established, the condemnee presents a higher appraisal at any trial on exceptions, at the Authority's request the Cardinals shall increase the amount of such letter of credit, cash escrow or other security to equal such appraisal. Such letter of credit, cash escrow or other security shall be held until the final total amount of damages awarded in connection with the acquisition of such parcels by condemnation is finally determined, whether by abandonment, final judgment (subject to no further appeal) of any suit on exceptions or settlement and at such time shall be applied toward the damages awarded in such condemnation suit and the purchase price under any option or purchase contracts, and any remaining amount shall be refunded to the Cardinals. If the Cardinals do not deposit a satisfactory letter of credit, cash escrow or other security at least five days prior to such Condemnation Commitment Date as required hereby, the Authority may dismiss or abandon such condemnation action, in addition to the other remedies available hereunder.

(f) Prior to the payment of damages into the office of the Clerk of the Circuit Court and recording of the commissioners' report in any condemnation action, and prior to the Authority taking title pursuant to a negotiated purchase pursuant to Section 4.2, the Parties and the Authority shall execute and record a nominee agreement stating that the Authority is taking bare legal title through eminent domain as the nominee of the Cardinals in order to carry out the public purposes served by the Project, that the Cardinals hold all beneficial interest, that the Cardinals have sole responsibility for the condition and maintenance of the parcel and that the Cardinals shall indemnify the Public Participants and the Authority against all costs and liabilities in connection with such parcel. Immediately after the Authority takes title in any such eminent domain suit or negotiated purchase, unencumbered, fee simple title to such property shall be conveyed by the Authority to the Cardinals by quit claim deed, in a form acceptable to the Authority, which shall subject the property to the terms of this Agreement, and the Cardinals shall accept such transfer and arrange for recording such quit claim deed.

(g) To the extent permitted by applicable Law, the City, in consultation with the State and the County, shall perform the obligations and undertakings of the Authority under this Section 4.3 until such time as the Authority is created and operating.

Section 4.4 Relocation. As expeditiously as is commercially feasible, the Cardinals shall relocate or cause the relocation of all occupants of and businesses located on the Project Site in accordance with the Relocation Requirements.

Section 4.5 Title Insurance. On or before the Bond Offering Commitment Date, the Cardinals shall cause to be delivered to the Authority and the Public Participants a commitment for the issuance of a title insurance policy (American Land Title Association, Standard Loan Policy Additional Coverage (1992)), in a maximum amount equal to the aggregate principal amount of the Ballpark Project Bonds expected to be issued, insuring that the Authority's interest in the Ballpark Project Site is free and clear of all liens and encumbrances except Permitted Encumbrances, and which shall provide for mechanics' lien coverage, access and zoning coverage and the deletion of all standard exceptions. Promptly following the Closing Date, the Cardinals shall cause to be delivered to the Authority the title policy described in such commitment in an amount which during the time any Ballpark Project Bonds are outstanding shall be not less than the aggregate principal amount of the Ballpark Project Bonds outstanding less any amount then on deposit in the Ballpark Project Construction Fund.

Section 4.6 Conveyance of Project Site to Authority. On the Closing Date, the Cardinals shall donate and convey to the Authority by special warranty deed the Project Site free and clear of all Liens, except Permitted Encumbrances; provided that the Cardinals shall not be required to donate and convey the Busch Stadium Portion until ___ days following the Closing Date. Notwithstanding the provisions of Article VII hereof, no lease by any Person of the Busch Stadium Portion shall be required until the date on which the Busch Stadium Portion is donated and conveyed to the Authority as provided in this Section 4.6.

ARTICLE V
DESIGN AND CONSTRUCTION OF THE PROJECT

Section 5.1 Ballpark Project Design and Construction.

(a) The Public Participants hereby select the Cardinals as the developer of the Ballpark Project. The Cardinals pursuant to the Redevelopment Plan and the Redevelopment Contract and the Related Agreements shall cause and shall be responsible for the design and construction of the Ballpark Project (either directly or through an Affiliate), including the development of all plans, designs, schemes, drawings and programs and the selection of Consultants. The Authority and the Public Participants shall have the right to participate collaboratively in, but not the right to approve or disapprove (except as specifically provided in this Article) of any matters with respect to the design and construction of the Ballpark Project, including, but not limited to, preparation of the Ballpark Project Construction Budget, and shall be afforded reasonable access to monitor the overall progress and construction of the Ballpark Project. Nothing in this Agreement shall be deemed to limit the Public Participant's exercise of their general powers of code enforcement and government oversight in the construction of the Ballpark.

(b) The Public Participants hereby approve the Ballpark Project Preliminary Drawings. The Cardinals may further amend, refine and supplement the Ballpark Project Preliminary Drawings, subject to Consultation with the Public Participants, provided that any such amendment, refinement or supplement which constitutes a Major Change shall be subject to the approval of the Public Participants, which approval shall not be unreasonably withheld. Prior to implementing any proposed Major Change to the Ballpark Project Preliminary Drawings, the Cardinals shall deliver copies of the drawings showing such proposed change to the Public Participants. If the Public Participants disapprove of the proposed Major Change, they shall provide to the Cardinals their written objections with respect thereto within 10 working days after receiving such drawings and, if the Public Participants fail to do so, the proposed Major Change shall be deemed to be approved. Upon receipt of any such objections, the Cardinals and the Public Participants shall seek in good faith to resolve each objection and, if they are unable to do so within 10 working days following the Cardinals' receipt of such objections, then their disagreement shall be settled in accordance with the arbitration procedures set forth in Section 13.4.

(c) Ballpark Project Final Construction Drawings shall be prepared for the Ballpark Project by a licensed architect or engineer and delivered to the Authority and the Public Participants within 10 days following completion and receipt thereof by the Cardinals. The Cardinals shall regularly Consult with the Public Participants during the preparation of the Final Construction Drawings. The Authority and the Public Participants shall have the right to approve the Ballpark Project Final Construction Drawings (provided that such approval shall not be unreasonably withheld, conditioned or delayed) if the Ballpark Project Final Construction Drawings are inconsistent in any material respect with the Ballpark Project Preliminary Drawings, as amended, refined and supplemented hereunder. If the Authority or the Public Participants disapprove of the Ballpark Project Final Construction Drawings they shall provide to the Cardinals written objections with respect thereto within 30 days (10 days if the Cardinals shall have submitted a substantially final version of such Ballpark Project Final Construction Drawings to the Authority and the Public Participants at least 30 days prior to such date and shall be in compliance with the Construction Monitor Agreement) after receiving such Plans and, if they fail to do so the Ballpark Project Final Construction Drawings shall be deemed to be approved. Upon receipt of any such objections, the Cardinals, the Public Participants and the Authority shall seek in good faith to resolve each objection and, if they are unable to do so within 30 days following the Cardinals' receipt of such objections, then their disagreement shall be settled in accordance with the arbitration procedures set forth in Section 13.4.

(d) The Cardinals shall select and hire the Ballpark Contractor (who shall be experienced in the construction of facilities similar to the Ballpark Project) and the other Consultants for the Ballpark Project, provided that the Public Participants may disapprove of any Ballpark Contractor for Good Cause.

(e) The Cardinals shall enter into one or more Ballpark Project GMP Contracts in Consultation with the Public Participants and the Authority. The Public Participants shall have the right to review and suggest changes to the Ballpark Project GMP Contract. Prior to execution of any Ballpark Project GMP Contract, the Cardinals shall provide satisfactory documentation to the Public Participants and the Authority evidencing that no recourse against the Public Participants or the Authority is permitted under such contract to any contractor working on the Ballpark Project.

(f) The Cardinals shall stipulate in the bidding requirements and require in each Ballpark Project GMP Contract that the Ballpark Contractor and any other contractors and subcontractors engaged by the Cardinals for the construction of the Ballpark Project is assured by payment and performance bonds, or equivalent insurance coverage reasonably acceptable to the Public Participants and the Authority, (i) from providers who are listed on U.S. Treasury Circular 570 as approved sureties, (ii) in an amount equal to at least 100% of the contract price to be paid to such contractor under the applicable contract, (iii) in form and substance

reasonably acceptable to the Public Participants and the Authority and (iv) that name the Public Participants, the Authority and the Cardinals as co-obligees. Notwithstanding the foregoing, a separate payment or performance bond shall not be required for a Ballpark Contractor if the requirements of this Section 5.1(f) are satisfied with respect to the trade contractors and subcontractors performing construction work on the Ballpark Project for such Ballpark Contractor (that is, redundant or duplicate bonding of contractors and subcontractors with regard to the same portions of the work shall not be required).

(g) The Cardinals shall ensure that all contracts, including but not limited to the Ballpark Project GMP Contracts, entered into between the Cardinals and the Ballpark Contractor and the other Consultants for the Ballpark Project: (i) expressly state that the Public Participants and the Authority are third-party beneficiaries under such contract and that upon receipt by any party to such contract (other than the Cardinals) of written notice from the Public Participants or the Authority of an Event of Default by the Cardinals hereunder and notice that the Cardinals' rights hereunder have been assigned to the Public Participants or the Authority, such party agrees to attorn to the Public Participants or the Authority with respect to its performance under such contract; (ii) contain dispute resolution provisions; (iii) contain customary provisions regarding retainages acceptable to the Cardinals in their discretion; (iv) expressly state that upon the Consultant's default and a resulting termination of such contract, the Consultant shall deliver to the Cardinals, the Public Participants and the Authority copies of, and assign (or cause to be assigned) to the Cardinals, the Public Participants and the Authority all rights to, any and all designs, drawings, specifications, reports, studies (including seismic, environmental, soils, and other similar reports and studies), and all other materials prepared by (or caused to be prepared by) such Consultant in connection with the Ballpark Project; and (v) provide that any warranties, guarantees or indemnifications provided to the Cardinals shall also be provided to the Public Participants and the Authority.

(h) The Cardinals shall provide the Authority with an electronic or reproducible copy of each as-built drawing for the Ballpark upon receipt of such drawing from a Consultant.

Section 5.2 Change Orders Regarding Ballpark Project.

(a) Subject to the provisions of this Section 5.2, the Cardinals shall be entitled to undertake and effectuate Change Orders for the Ballpark Project without the consent of the Authority or any Public Participant.

(b) The Cardinals shall not undertake or effectuate any Change Order that would result in a Major Change without the prior approval of the Authority and the Public Participants; provided that the prior approval of the Public Participants shall not be required if the Construction Monitor provides the Public Participants with a written report recommending such change and setting forth in reasonable detail the basis for such recommendation. Prior to effectuating any such Change Order, the Cardinals shall deliver to the Authority and the Public Participants (i) a reasonably detailed description of the change in the work to be performed, including all conceptual drawings, plans and specifications related thereto (including those to be delivered to the appropriate contractor for implementation of such Change Order and (ii) a calculation of the additional costs (or savings, as applicable) resulting from effectuating such Change Order, together with reasonable documentation supporting such calculation. Within 10 working days after receipt by the Authority of such Change Order documents, the Authority shall deliver written notice to the Cardinals approving or disapproving such Change Order and, if such change order is disapproved, specifying the reasons therefor. The Authority shall not unreasonably withhold, condition or delay its approval. If the Authority fails to deliver such written notice within such period, the Authority shall be deemed to have approved such Change Order. If the Cardinals and the Authority are unable to resolve their disagreements with respect to such Change Order within 10 working days after the expiration of such 10-working-day period, their disagreement shall be settled in accordance with the arbitration procedures set forth in Section 13.4.

(c) Any Change Order that would result in a change in the Estimated Ballpark Project Costs shall be certified by a Ballpark Contractor and a copy of such Change Order shall be provided to the Authority and the Public Participants.

(d) Within 30 days after the approval by the Cardinals of any Change Order (including a Change Order resulting from a Major Change) that results in an increase in the Estimated Ballpark Project Costs that would exhaust any remaining contingency line items in the Ballpark Budget, the Cardinals shall deposit cash or a Financial Instrument in a form satisfactory to the Authority and the Public Participants in an amount equal to 100% of such increased cost for deposit into the Ballpark Project Construction Fund.

Section 5.3 Ballpark Project Cost Overruns.

(a) Subject to the funding provisions set forth in this Agreement, the Cardinals hereby guaranty and agree to timely advance all funds necessary (i) to cause the planning, design, acquisition, construction and equipping of the Ballpark Project to be diligently and continuously prosecuted and to be completed with reasonable dispatch in accordance with the Ballpark Project Final Construction Drawings and within such times as are required under this Agreement, (ii) to pay and to be solely responsible for any

construction costs, including all construction cost overruns in connection with the Ballpark Project and for which a budget contingency does not exist in the Ballpark Project Construction Budget and (iii) to pay all sums, in excess of the Net Proceeds of insurance, necessary to remedy any construction defects in connection with the Ballpark Project if such defects are not cured by the Ballpark Contractor within a reasonable time.

(b) In the event that the costs of planning, designing, acquiring, constructing and equipping the Ballpark Project exceed the Estimated Ballpark Project Costs, the Cardinals shall, at their option, either (i) engage in a value engineering process to bring costs within the Estimated Ballpark Project Costs, subject to such approvals from the Authority or the Public Participants as may be required under this Agreement, or (ii) deposit cash into the Ballpark Construction Fund in an amount equal to 100% of such excess cost or provide a Financial Instrument in a form reasonably satisfactory to the Authority and the Public Participants in an amount equal to 100% of such excess cost. The Cardinals shall have 30 days to comply with this requirement on each occasion to which it applies. The requirements of this Section 5.3(b) shall be subject to the provisions of Section 5.2(d) applicable to Change Orders, and in no event shall the Cardinals be required to deposit any funds or provide a Financial Instrument under this Section 5.3(b) that is duplicative of any funds deposited or Financial Instrument provided under Section 5.2(d).

Section 5.4 Hazardous Materials.

(a) Prior to conveying the Ballpark Project Site to the Authority, the Cardinals shall remove or remediate or cause to be removed or remediated all Hazardous Materials, on, in, under, or emanating from the Ballpark Project Site, as and to the extent required by, and in conformance with, all applicable federal, state and local Law, regulations and requirements and with reputable contractors appropriately experienced in the work to be performed; provided, however, that, notwithstanding any other provision of this Agreement, the Cardinals shall have the right to terminate this Agreement, without penalty or other liability to the Authority or the Public Participants, if the Cardinals determine that the costs of such removal or remediation of Hazardous Materials exceeds \$2,000,000 and notify the Public Participants and the Authority in writing of such determination not later than 45 days prior to the Bond Offering Commencement Date .

(b) The Cardinals shall be responsible for the on-site management of all Hazardous Materials generated and used by the Cardinals and their Consultants in the construction of the Ballpark Project. The Cardinals shall be identified to any Governmental Authority as the party responsible for generation, treatment, storage and disposal of all Hazardous Materials generated or used by the Cardinals and their Consultants in the construction of the Ballpark Project or located on the Project Site (and, therefore, shall be designated as the “generator” on all manifests relating to all such Hazardous Materials).

(c) The Cardinals hereby release, indemnify, defend and hold the Authority, the Public Participants and their employees, agents, successors and assigns harmless from and against any and all claims, losses, causes of action, suits, damages, penalties, fines, administrative actions, costs, expenses or liability, including, without limitation, reasonable attorneys' fees and expenses for personal injury to or death of any person, damage to any property, environmental conditions or contamination, caused by or arising from (i) any breach of this Section 5.4 and (ii) any Hazardous Materials on, in, under, or emanating from the Ballpark Project Site on or prior to Final Completion of the Ballpark Project, including the disposal, cleanup or remediation of such Hazardous Materials.

Section 5.5 Local and Minority Participation Goals.

(a) The Cardinals shall use their good faith efforts to maximize the use of local contractors, subcontractors and workers in connection with the planning, design, acquisition, construction and equipping of the Ballpark Project. For the purposes of this Section, the Cardinals shall have been deemed to have acted in “good faith” by considering the cost and quality impacts to the Ballpark Project that would be achieved by using any local and non-local contractors, subcontractors and workers. The Cardinals intend to cause the Ballpark Contractor to enter into a Project Labor Agreement with the local trades council relating to the construction work for the Ballpark Project.

(b) The Cardinals shall and shall require in each contract entered into with any Consultants and the Ballpark Village Developers, that such Persons shall: (i) not discriminate against any employee or applicant for employment on any basis prohibited by Law, (ii) provide equal opportunity in all employment practices, (iii) comply with the provisions of the City’s Equal Opportunity and Discrimination Guidelines attached hereto as **Exhibit ___**, including Executive Order #28 dated July 24, 1997, setting a goal of 25% for minority-owned business participation and 5% for women-owned business participation, (iv) comply with all other applicable federal, state and local Law and executive orders regarding contracting, hiring and employment and (v) permit the City and the State to monitor and review compliance with the equal opportunity employment provisions contained in this Section 5.5.

Section 5.6 Mechanic's Liens. The Cardinals shall not suffer or permit any Lien to be enforced against the Ballpark Project or the Ballpark Project Site by reason of work done by the Cardinals or caused to be done by the Cardinals in or to the Ballpark Project or on the Ballpark Project Site, including under the Ballpark Project GMP Contract, or by reason of any materials furnished for or in connection with such work. If any mechanic's or materialmen's Lien shall be filed against the Ballpark Project or the Ballpark Project Site on account of any such work or materials, then, within 60 days thereafter, the Cardinals shall give to the Authority written notice thereof and either (i) cause the same to be removed of record within 60 days thereafter or (ii) within 60 days thereafter post a bond in the amount of 150% of the amount of such Lien, in form and substance reasonably acceptable to the Authority, unless any foreclosure action to enforce such Liens actually commences, in which case the Cardinals shall cause such Lien to be removed of record or post such bond within five days after the commencement of such foreclosure action. The Cardinals shall indemnify, defend and hold harmless the Authority and the Public Participants from any costs, expenses or actions in connection with any such Liens.

Section 5.7 Enforcement of Contracts and Surety Bonds. In the event of a material default of any contractor or subcontractor under any construction contract or any other contract made in connection with the Ballpark Project, or in the event of a material breach of warranty with respect to any materials, workmanship or performance, the Cardinals shall promptly proceed, either separately or in conjunction with others, to pursue diligently the remedies of the Cardinals against the contractor or subcontractor in default and against any surety on a bond securing the performance of such contract, provided that the Cardinals determine, in their sole discretion, that it is commercially reasonable to do so.

Section 5.8 Cooperation of Authority and Public Participants. The Authority and the Public Participants shall cooperate with the Cardinals in all aspects of the predevelopment, design, construction and operation of the Ballpark, the demolition of Busch Stadium and the development and construction of the Transportation Infrastructure Project, including the following: (a) using their best efforts to obtain any and all inspections and expedite the processing and approval of any and all permits, licenses and other entitlements and authorizations, including under applicable environmental laws; and (b) in a commercially reasonable timeframe review, process and approve any and all plans, drawings and other documents and materials.

Section 5.9 Ballpark Village Phase I Design and Construction.

(a) The Cardinals, pursuant to the Redevelopment Plan and the Redevelopment Contract and subject to Article III hereof, shall cause and shall be responsible for the design and construction of Ballpark Village Phase I, including the development of all plans, designs, schemes, drawings and programs and the selection of Consultants. The Redevelopment Plan and Redevelopment Contract shall provide for further customary detail regarding the timing and phasing of the development of Ballpark Village Phase I and shall contain such usual and customary terms and provisions governing development agreements, as are not inconsistent with this Agreement, including sufficient requirements to assist the Public Participants in tracking and accounting for Economic Activity Taxes and New State Revenues.

(b) Commencing April 1 2006, the Cardinals shall submit or cause to be submitted on a quarterly basis to the Public Participants a written report on the development of Ballpark Village Phase I.

(c) The Cardinals shall be deemed to have caused the Final Completion of Ballpark Village Phase I upon the first to occur of the following: (i) funds aggregating at least \$100,000,000 shall have been spent for Ballpark Village Phase I Costs, as evidenced by all necessary Certificates of Completion with respect to Ballpark Village Phase I or any portion thereof accepted by the Authority, or (ii) the end of the second calendar year with respect to which no amounts are required to be paid by the Cardinals pursuant to Section 3.6(c). The Cardinals shall have the right for all purposes of this Agreement to substitute at any time any Block included in the Ballpark Village Phase II Site for any Block included in the Ballpark Village Phase I Site. Upon compliance by the Cardinals with the requirements of Section 5.10(d), the Public Participants shall cause the Default Covenant to be removed from any Block included in the Ballpark Village Phase I Site pursuant to the foregoing provision.

(d) The developers of Ballpark Village shall be selected by the Cardinals, provided that the Public Participants shall have the right to disapprove of any developer for Good Cause. The Cardinals shall provide the Public Participants with at least 30 days to evaluate the capabilities and experience of the developer and shall cause the developers to provide the Public Participants with background information concerning the developer's experience and financial capacity.

Section 5.10 Ballpark Village Phase II Design and Construction.

(a) The Cardinals, pursuant to the Redevelopment Plan and the Redevelopment Contract and subject to Article III hereof, shall cause and shall be responsible for the design and construction of Ballpark Village Phase II, including the development

of all plans, designs, schemes, drawings and programs and the selection of Consultants. The Redevelopment Plan and Redevelopment Contract shall provide for further customary detail regarding the timing and phasing of the development of Ballpark Village Project and shall contain such usual and customary terms and provisions governing development agreements as are not inconsistent with this Agreement including sufficient requirements to assist the Public Participants in tracking and accounting for Economic Activity Taxes and New State Revenues.

(b) Commencing April 1, 2009, the Cardinals shall submit or cause to be submitted on a quarterly basis to the Public Participants a written report on the development of Ballpark Village Phase II.

(c) The Cardinals shall be deemed to have caused the commencement of any Block of Ballpark Village Phase II (or any portion of any Block, based on such allocation as shall be agreed to by the Parties and set forth in the Redevelopment Contract) at such time as any developers of such Block shall have closed on or provided financing with respect to such Block (or portion, as so allocated) in the lesser of: (i) an amount sufficient to fully fund the cost of the project or projects pursuant to the Redevelopment Plan for the respective Block of Ballpark Village Phase II; or (ii) an amount equal to \$66,666,667 for each Block, provided that in the event that any developers shall have closed on or provided financing with respect to any Block in an amount greater than \$66,666,667, such amount shall be reduced for each remaining Block by its pro rata portion of the amount of such excess.

(d) The Cardinals shall have the right for all purposes of this Agreement to substitute at any time any Block included in the Ballpark Village Phase I Site for any Block included in the Ballpark Village Phase II Site; provided that prior to such substitution the Cardinals have caused the Commencement Covenant to be recorded with respect to the Block to be substituted for any Block previously included in the Ballpark Village Phase II Site in a manner which ensures that all financing encumbrances of the Cardinals with respect to such Block are subordinated to the Commencement Covenant.

Section 5.11 Transportation Infrastructure Project Design and Construction. The Public Participants hereby designate the Cardinals as the developer of the Transportation Infrastructure Project. The Cardinals, in conjunction and cooperation with all applicable Governmental Authorities, shall cause and shall be responsible for the design and construction of the Transportation Infrastructure Project, including the development of all plans, designs, schemes, drawings and programs and the selection of Consultants. The Authority shall have right to participate collaboratively in, but not the right to approve or disapprove of any matters with respect to the design and construction of the Transportation Infrastructure Project, and shall be afforded reasonable access to monitor the overall progress and construction of the Transportation Infrastructure Project.

Section 5.12 Certificate of Completion. Promptly following Final Completion of the Ballpark Project, Ballpark Village Phase I, Ballpark Village Phase II, the Transportation Infrastructure Project or any Block or other portion or component (referred to in this Section 5.12 as a "Component") of the Project in accordance with the provisions of this Agreement, the Redevelopment Plan, and the Redevelopment Contract, the Cardinals shall furnish to the Authority a Certificate of Completion with respect to such Component executed by the Cardinals, the principal contractor and the principal architect of such Component. Acceptance of the Certificate of Completion by the Authority shall be a conclusive determination of the satisfaction of the Cardinals' agreements and covenants to acquire, construct and equip such Component. The Certificate of Completion provided for by this Section shall be in a form which will enable recordation in the office of the City Recorder. The Authority shall have the right to refuse to accept such certification if it reasonably believes that such Component has not been completed in accordance with this Agreement and, in such event, the Authority shall, within 30 days after such Certificate has been submitted to the Authority by the Cardinals, provide to the Cardinals a written statement setting forth in detail in what respects the Cardinals have failed so to complete such Component and what measures the Cardinals must take, in the reasonable opinion of the Authority, to cause the Authority to accept such Certificate. If the Authority shall fail to provide such statement within such 30-day period, such Certificate shall be deemed to have been accepted. In the event that the Cardinals and the Authority are unable to resolve any disagreement as to the completion of such Component in accordance with this Agreement, their disagreement shall be settled in accordance with the arbitration procedures set forth in Section 13.4.

Section 5.13 Certificate of Substantial Completion. Promptly following Substantial Completion of the Ballpark Project, Ballpark Village Phase I, Ballpark Village Phase II, the Transportation Infrastructure Project or any Block or other portion or component (referred to in this Section 5.13 as a "Component") of the Project in accordance with the provisions of this Agreement, the Redevelopment Plan and the Redevelopment Contract, the Cardinals shall furnish to the Authority a Certificate of Substantial Completion with respect to such Component executed by the Cardinals, the principal contractor and the principal architect of such Component. Acceptance of the Certificate of Substantial Completion by the Authority shall be a conclusive determination of the satisfaction of the Cardinals' agreements and covenants to substantially complete the acquisition, construction and equipping of such Component. The Certificate of Substantial Completion provided for by this Section shall be in a form which will enable recordation in the office of the City Recorder. The Authority shall have the right to refuse to accept such certification if it reasonably believes

that such Component has not been substantially completed in accordance with this Agreement and, in such event, the Authority shall, within 30 days after such Certificate has been submitted to the Authority by the Cardinals, provide to the Cardinals a written statement setting forth in detail in what respects the Cardinals have failed so to substantially complete such Component and what measures the Cardinals must take, in the reasonable opinion of the Authority, to cause the Authority to accept such Certificate. If the Authority shall fail to provide such statement within such 30-day period, such Certificate shall be deemed to have been accepted. In the event that the Cardinals and the Authority are unable to resolve any disagreement as to the substantial completion of such Component in accordance with this Agreement, their disagreement shall be settled in accordance with the arbitration procedures set forth in Section 13.4.

Section 5.14 Construction Monitor.

(a) As a condition to the execution of this Agreement, the Parties shall mutually agree upon the form and substance of a Construction Monitor Agreement, which may: (i) require the Cardinals to Consult with the Construction Monitor and to reasonably provide the Construction Monitor with design and construction drawings, schedules, reports, budgets and other similar information related to the Ballpark Project in lieu of or in conjunction with the information required to be provided to the Public Participants and the Authority hereunder, (ii) require the Construction Monitor to provide consulting and other services to the Parties, (iii) in an effort to maximize the efficient and timely completion of the Ballpark Project, allow for the reduction of certain timeframes for approvals contained in this Article V, (iv) contain a guaranteed maximum fee to be charged for the Construction Monitor's services and (v) contain such other usual and customary terms of agreements for similar projects.

(b) The costs and expenses of the Construction Monitor shall be paid by the State and the City in proportion to the State Financing Amount and the City Financing Amount, respectively, provided that the State shall not be required to pay any such costs and expenses which would result in the aggregate amount payable by the State under this Agreement to exceed \$7,000,000 in any Fiscal Year of the State and the City shall not be required to pay any such costs and expenses which would result in the aggregate amount paid by the City under this Agreement to exceed \$4,200,000 in any Fiscal Year of the City.

**ARTICLE VI
PROJECT COSTS AND FUNDING**

Section 6.1 Ballpark Project Costs. The total Ballpark Project Costs shall be set forth as the Estimated Ballpark Project Costs included in the Ballpark Project Construction Budget attached as Exhibit __ hereto. The Estimated Ballpark Project Costs may be changed from time to time in accordance with Article V. Estimates of the Ballpark Village Project Costs will be set forth in the Redevelopment Plan and the Redevelopment Contract, subject to the approval of the Public Participants, the Authority and the Cardinals, which approval shall not be unreasonably withheld.

Section 6.2 Payment of Ballpark Project Costs. The Cardinals shall pay all of the Ballpark Project Costs from (a) funds of the Cardinals and (b) proceeds of the Ballpark Project Bonds deposited in the Ballpark Project Construction Fund.

Section 6.3 Ballpark Project Bonds.

(a) Each Public Participant shall issue (or shall cause the issuance of by the Missouri Development Finance Board, the Authority or any other entity related to or selected by such Public Participant or the Authority) on the Closing Date Ballpark Project Bonds in one or more series as set forth below.

(i) State Ballpark Project Bonds shall be issued in an amount sufficient to provide for the deposit in the Ballpark Project Construction Fund of the net sum of \$100,000,000, net of Costs of Issuance, or such lesser net sum as may be necessary to ensure that the State Financing Amount, after taking into account any other amounts required to be paid by the State hereunder, will be sufficient to provide debt service over 30 years for such State Ballpark Project Bonds.

(ii) City Ballpark Project Bonds shall be issued in an amount sufficient to provide for the deposit in the Ballpark Project Construction Fund of the net sum of \$60,000,000, net of Costs of Issuance, or such lesser net sum as may be necessary to ensure that the City Financing Amount, after taking into account any other amounts required to be paid by the City hereunder, will be sufficient to provide debt service over 30 years for such City Ballpark Project Bonds.

(iii) County Ballpark Project Bonds shall be issued in the maximum amount for which the County Financing Amount is expected to be sufficient to provide debt service over 30 years, and the proceeds of such Ballpark Project Bonds, net of Costs of Issuance, shall be deposited in the Ballpark Project Construction Fund.

- (b) The Costs of Issuance of each issue of Ballpark Project Bonds shall be paid from the proceeds of such Bonds.
- (c) On the Closing Date, the Cardinals shall cause to be deposited in the Ballpark Project Construction Fund an amount equal to the difference between (i) the Estimated Ballpark Project Costs and (ii) the proceeds or expected proceeds of the Ballpark Project Bonds deposited or to be deposited in the Ballpark Project Construction Fund; provided that in no event shall the amount so deposited be less than \$108,500,000. The Cardinals shall be entitled to make such deposit by means of a Financial Instrument; provided that in such event, in addition to any other requirements of this Agreement, (i) such Financial Instrument shall be issued by a bank acceptable to the Public Participants whose long-term indebtedness is rated at least AA or higher by at least two nationally-recognized rating agencies and which is reasonably acceptable to the Public Participants and (ii) the Cardinals shall also deposit in the Project Construction Fund on the Closing Date the estimated amount that would have been earned on the Cardinals deposit during the construction period for the Ballpark Project if such deposit had been made in cash, at an assumed investment yield equal to the projected yield on the money deposited in the Ballpark Project Construction Fund on the Closing Date (which amount shall for all purposes of this Agreement be treated as if earned during the construction period), and based on the projected draw schedule for the Ballpark Project Construction Fund to be delivered on the Closing Date. If the actual disbursement schedule for amounts in the Ballpark Project Construction Fund shall differ from the projected disbursement schedule, the Parties shall take appropriate action to increase or decrease the amount of such deposit, in such manner as shall be agreed to by the Parties and set forth in the Lease.
- (d) Pursuant to the Act, the issuer of each issue or series of Ballpark Project Bonds shall duly and punctually pay the principal of, premium, if any, and interest on such Ballpark Project Bonds at the times and the places and in the manner specified in such Ballpark Project Bonds and in the related Indenture, according to the true intent and meaning thereof, but solely out of the sources of funds specified herein, in such Ballpark Project Bonds and the related Indenture.
- (e) The issuer of each issue or series of Ballpark Project Bonds shall pay when due all reasonable fees and expenses of any Fiduciaries for services rendered with respect to such Bonds under the applicable Indenture and all reasonable fees and expenses of any paying agent or registrar.
- (f) None of the Parties shall create or incur or permit to be created or incurred or to exist any mortgage, lien, security interest, charge or encumbrance upon the Ballpark, except Permitted Encumbrances.

Section 6.4 Ballpark Project Construction Fund.

- (a) On the Closing Date, there shall be established a fund to be known as the "Ballpark Project Construction Fund", which shall be held for the benefit of the Authority by a Fiduciary. There shall be deposited in the Ballpark Project Construction Fund the Cardinals' contribution specified in Section 6.3, the proceeds of the Ballpark Project Bonds specified in Section 6.3 and any other amounts designated to be deposited therein for the purpose of paying Ballpark Project Costs. Amounts in the Ballpark Project Construction Fund shall be segregated by source of deposit and invested as shall be agreed to by the Authority, the Public Participants or the Cardinals (in each case with respect to the moneys contributed by such source), and as set forth in the Indentures and in accordance with applicable Law.
- (b) The Cardinals shall have the right to withdraw funds from the Ballpark Project Construction Fund in accordance with the Act, this Agreement and the applicable Indenture upon delivery to the Authority or the Fiduciary of a requisition in substantially the form set forth in **Exhibit __**. Amounts in the Ballpark Project Construction Fund shall be used and expended solely and exclusively to pay Ballpark Project Costs and, to the extent not otherwise paid, Costs of Issuance and any rebateable arbitrage or any necessary reserves therefor. All withdrawals shall be funded on a pro rata basis equal to the respective contributions of the Cardinals and the Public Participants. If upon Final Completion or abandonment of the Ballpark Project any amounts remain in the Ballpark Project Construction Fund (including any amounts available to be drawn under a Financial Instrument) such amounts shall be paid to the Public Participants and the Cardinals pro rata based upon the amounts contributed by the Public Participants and the Cardinals to the Ballpark Project Construction Fund; provided that no amounts shall be distributed in a manner which would violate applicable Law or would adversely impact the exemption from federal income taxes of the interest on any Ballpark Project Bonds.
- (c) No amount shall be withdrawn from the Ballpark Project Construction Fund so long as an Event of Default by the Cardinals exists under this Agreement and until the Authority and the Public Participants have received (i) copies of the executed Ballpark Project GMP Contract satisfying all of the requirements set forth in this Agreement, (ii) an updated copy of the Estimated Ballpark Project Costs, (iii) evidence that sufficient money is on deposit in the Ballpark Project Construction Fund to complete construction of the Ballpark Project in accordance with the most recent Estimated Ballpark Project Costs, (iv) an executed copy of the Lease in form and substance acceptable to the Authority, the Public Participants and the Cardinals, (v) federal or state funding

for the balance of the Transportation Infrastructure Project Costs or satisfactory evidence that such funding has been obtained and (vii) such other documents and certifications as may be set forth in the Lease and the Related Agreements.

(d) Subject to the last sentence of this Section 6.4(d), the Cardinals agree that the Ballpark Project shall constitute a “public works” project within the meaning of Section 290.210, RSMo, and Article XXII, Section 2, of the St. Louis City Charter. Upon request, the Cardinals shall provide evidence to the Authority and the Public Participants of the Cardinals’ compliance with the State wage and hour statutes. All contracts for the construction of the Ballpark Project shall include the “wage determination” provisions contained in Section 290.250, RSMo. Notwithstanding Sections 8.250, 8.285 to 8.291, 8.675 to 8.687, and 107.170, RSMo, and Article XXII of the St. Louis City Charter, and subject to the terms of the Redevelopment Contracts and the Construction Monitor Agreement, this Agreement establishes the systems and procedures for the design and construction of the Project.

(e) No later than 30 days after the end of each calendar year during acquisition, construction and equipping of the Ballpark Project, commencing with 2003, the Cardinals shall submit, or cause to be submitted, to the Public Participants a report, which may be based on information obtained from the Trustees for the Ballpark Project Bonds and the Authority, containing a summary of all transactions and disbursements from the Ballpark Project Construction Fund and the Transportation Infrastructure Project Fund for such calendar year.

Section 6.5 Public Participants’ Financing Amounts and Requests for Appropriations.

(a) *State Covenant.* The Office of Administration covenants and agrees (a) to request that it be included in the Governor’s budget submitted to the General Assembly during the Term, so long as the State Financing Amount is payable in respect of any State Ballpark Project Bonds, a request or requests for the State Financing Amount during the next succeeding Fiscal Year, and (b) to take such further action (or cause the same to be taken) as may be necessary or desirable, and within the authority of the Office of Administration, to assure the availability of moneys appropriated to pay the State Financing Amount. The first such request shall be submitted under applicable Law for the Fiscal Year of the State commencing July 1, 2005 (or such later Fiscal Year as may be agreed to by the Authority, the other Public Participants and the Cardinals), and subsequent requests for appropriations shall be made in each Fiscal Year thereafter so that the State Financing Amount to be paid during the succeeding Fiscal Year will be available for such purposes. It is the intention of the State that the decision to appropriate the State Financing Amount to provide financing for the Ballpark Project pursuant to this Agreement shall be made solely by the Missouri General Assembly and not by any other official of the State except pursuant to the exercise of the power of the Governor of the State to approve or disapprove such appropriation. The State presently expects, in each Fiscal Year of the State during the Term, to appropriate funds for the State Financing Amount so that the State Financing Amount to be paid during the succeeding Fiscal Year will be available for such purposes. Notwithstanding the foregoing, the Office of Administration intends to submit a request for a “\$1E (E is for estimated) placeholder” appropriation or a contingent appropriation to evidence the future obligations of the State hereunder and nothing in this Agreement shall restrict the right of the Office of Administration to do so.

(b) *City Covenant.* The City covenants and agrees, and the City’s Budget Director or any other officer at any time charged with responsibility of formulating budget proposals is hereby 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, during the Term, so long as the City Financing Amount is payable in respect of any City Ballpark Project Bonds, a request or requests for the City Financing Amount. The first such request shall be submitted and appropriated under applicable Law for the Fiscal Year of the City commencing July 1, 2005 (or such later Fiscal Year as may be agreed to by the Authority, the other Public Participants and the Cardinals), and subsequent requests for appropriations shall be made in each Fiscal Year thereafter so that the City Financing Amount 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 Financing Amount to provide financing for the Ballpark Project pursuant to is Agreement shall be made solely by the Board of Aldermen and not by any other official of the City except pursuant to the exercise of power of the Mayor of the City to approve or disapprove ordinances. The City presently expects, in each Fiscal Year of the City during the Term, to appropriate funds for the City Financing Amount so that the City Financing Amount to be paid during the succeeding Fiscal Year will be available for such purposes.

(c) *County Covenant.* The County covenants and agrees, and the County Executive or any other officer at any time charged with responsibility of formulating budget proposals is hereby directed, to include in the budget proposals submitted to the County Council, in any year during the Term, so long as the County Financing Amount is payable in respect of any County Ballpark Project Bonds, a request or requests for the County Financing Amount. The first such request shall be submitted and appropriated under applicable Law for the Fiscal Year of the County commencing January 1, 2003 (or such later Fiscal Year as may be agreed to by the Authority, the other Public Participants and the Cardinals) and subsequent requests for appropriations shall be made in each Fiscal Year thereafter so that the County Financing Amount to be paid during the succeeding Fiscal Year will be available for such

purposes. It is the intention of the County that the decision to appropriate the County Financing Amount to provide financing for the Ballpark Project pursuant to this Agreement shall be made solely by the County Council and not by any other official of the County except pursuant to the exercise and power of the County Executive of the County to approve or disapprove ordinances. The County presently expects, in each Fiscal Year of the County during the Term, to appropriate funds for the County Financing Amount so that the County Financing Amount to be paid during the succeeding Fiscal Year will be available for such purposes. The maximum amount of the County Financing Amount (that is, without regard to any rental and other payments that may be required to be made related to the Edward Jones Dome) is set forth in Addendum 3. On or before the Closing Date there shall be set forth as Addendum 4 to this Agreement a certificate of the County setting forth all required rental payments and other payments of fees and charges owed by the County pursuant to the existing terms of any lease, sublease or financing of any kind relating to the Edward Jones Dome, together with, to the best of the County's knowledge, a description of those factors that could cause such payments to change during the period during which the County Financing Amount is payable.

Section 6.6 Limited Obligations. The obligations of the Public Participants under this Agreement are subject to annual appropriation as provided herein. Neither the obligations of the State, the City or the County with respect to such payments nor the Ballpark Project Bonds shall constitute a debt or liability of the State, the City, or the County or of any agency or political subdivision of any of them within the meaning of any State constitutional provision or statutory limitation and the Office of Administration, the State, the City, the County and any agency or political subdivision of any of them shall not be obligated, directly or indirectly, to levy any form of taxation therefor or to make any payments beyond those appropriated pursuant to this Agreement for each respective Public Participant's then current Fiscal Year.

Section 6.7 Assignment of Public Participants' Financing Amounts and Rights. The Public Participants' Financing Amounts and other obligations of the Public Participants under this Agreement may be assigned as security for the Ballpark Project Bonds, including to the Trustees under one or more Indentures. Any such Trustee shall have the right to enforce either jointly with the Authority or separately the performance of the obligations of the Public Participants under this Agreement, and may require that payments required by the Public Participants hereunder be made directly to such Trustee.

Section 6.8 Event of Non-Appropriation. If any one or more of the following events shall occur and be continuing with respect to a Public Participant, it shall constitute an Event of Non-Appropriation with respect to such Public Participant under this Agreement:

- (a) Failure of the Missouri General Assembly to budget and appropriate, specifically with respect to this Agreement, on or before the last day of a Fiscal Year, the State Financing Amount for the next succeeding Fiscal Year; or
- (b) Failure of the Board of Aldermen of the City to budget and appropriate, specifically with respect to this Agreement, on or before the last day of a Fiscal Year, the City Financing Amount for the next succeeding Fiscal Year; or
- (c) Failure of the County Council of the County to budget and appropriate, specifically with respect to this Agreement, on or before the last day of a Fiscal Year, the County Financing Amount for the next succeeding Fiscal Year.

Any Public Participant which has not appropriated the funds required to be appropriated by such Public Participant under Section 6.5, shall immediately notify the other Parties and the Authority of the occurrence of an Event of Non-Appropriation with respect to such Public Participant.

Section 6.9 Obligations of Public Participants Absolute and Unconditional.

(a) Subject to the limitations of this Agreement and all applicable Law, the obligations of the Public Participants under this Agreement to make Public Participant Payments during the Term on or before the date the same become due, and to perform all of their respective other obligations, covenants and agreements hereunder shall, subject to the provisions of (b) below, be absolute and unconditional, without notice or demand, and without abatement, deduction, set-off, counterclaim, recoupment or defense whatsoever, whether now existing or hereafter arising, and irrespective of whether the Project shall have been started or completed, or whether the Authority's title thereto or to any part thereof is defective or nonexistent, or whether any other Public Participant or the Authority is in default or has failed to perform any obligations hereunder, and notwithstanding any damage to, loss, theft or destruction of the Project or any part thereof, any failure of consideration, the taking by eminent domain of title to or of the right of temporary use of all or any part of the Project, legal curtailment of such Public Participant's or any other Public Participant's use thereof, the eviction or constructive eviction of such Public Participant or any other Public Participant, any change in the tax or other Law of the United States of America, the State or any political subdivision thereof, any change in the Authority's legal organization or status, or any default of the Authority or any Public Participant hereunder, and regardless of the invalidity of any

action of the Authority or any Public Participant, and regardless of the invalidity of any portion of this Agreement.

(b) Notwithstanding any provision or covenant contained in the Indentures or the Ballpark Project Bonds, no Public Participant shall be obligated to appropriate moneys, or to make Public Participant Payments beyond the end of the Fiscal Year in effect at a given time with respect to such Public Participant. No Public Participant shall be under any obligation to levy any taxes in order to raise revenues to make such Public Participant Payments. In no event shall any Public Participant be obligated to levy any tax in excess of the maximum levy permitted by Law.

Section 6.10 Ballpark Village Project Costs and Funds. The Public Participants and the Authority shall not be required to obtain or provide any financing or funding for the development or construction of the Ballpark Village Project. The Public Participants agree to use their best efforts to assist the Cardinals in obtaining funding for the development of the Ballpark Village Project, and the financing and funding for the Ballpark Project shall not be structured or implemented so as to cause tax increment or other development financing provided for pursuant to State or local Law (including any New State Revenues and Economic Activity Taxes) to be unavailable for the funding of the Ballpark Village Project. Notwithstanding the foregoing or any provision of Law to the contrary, the Cardinals agree that any State development incentives for the Ballpark Village Project, whether discretionary or non-discretionary, shall be subject to a cost-benefit analysis in accordance with the applicable statutes as determined by the State Department of Economic Development. Such cost-benefit analysis shall be conducted on a fair and equitable basis and shall not take into account in any respect any remedies or penalties which may be available to the Public Participants or the Authority under Section 3.6 (relating to commencement and completion of the Ballpark Village Project); and the Cardinals shall not be required in connection with any such State development incentives to contribute land or any other property at less than its fair market value. Should such cost-benefit analysis show an insufficient economic benefit to the State, the requested incentive shall not be available for financing or funding of the Ballpark Village Project. Any use of New State Revenues in connection with tax increment or other development financing for the Project shall result in a reduction of such revenues for purposes of Section 8.6 hereof.

Section 6.11 Transportation Infrastructure Project Costs and Funds.

(a) On the Closing Date, there shall be established a fund to be known as the “Transportation Infrastructure Project Fund”, which shall be held for the benefit of the Authority by a Fiduciary. There shall be deposited or caused to be deposited in the Transportation Infrastructure Project Fund on the Closing Date by the Cardinals, in a separate account therein, the amount of \$6,250,000 (which is equal to one-half of the current estimate of the Transportation Infrastructure Project Costs). The Public Participants agree to use their best efforts to secure federal or state funding for the balance of the Transportation Infrastructure Project Costs, which funding shall be deposited in a separate account in the Transportation Infrastructure Project Fund or otherwise committed to the Project in accordance with customary procedures for funding such projects. In lieu of a cash contribution to the Transportation Infrastructure Project Fund, the Cardinals may substitute a Financial Instrument.

(b) The Cardinals shall have the right to withdraw funds from the Transportation Infrastructure Project Fund in accordance with the Act and this Agreement upon delivery to the Authority or the Fiduciary of a requisition in substantially the form set forth in Exhibit __. Amounts in the Transportation Infrastructure Project Fund shall be used and expended solely and exclusively to pay Transportation Infrastructure Project Costs.

(c) In the event that timely federal or state funding or satisfactory evidence of such funding for the balance of the Transportation Infrastructure Project Costs over the amount to be deposited by the Cardinals under Section 6.11(a) is not obtained by the Bond Offering Commitment Date, the Cardinals shall have the right to terminate this Agreement. If the Public Participants are able to obtain federal or State of Illinois funding for greater than their share of the Transportation Infrastructure Project Costs, the amounts which the Cardinals are obligated to contribute pursuant to Section 6.11(a) herein shall be reduced thereby dollar for dollar.

(d) Subject to the last sentence of this Section 6.11(d), the Cardinals agree that the Transportation Infrastructure Project shall constitute a “public works” project within the meaning of Section 290.210, RSMo, and Article XXII, Section 2, of the St. Louis City Charter. Upon request, the Cardinals shall provide evidence to the Authority and the Public Participants of the Cardinals’ compliance with the State wage and hour statutes. All contracts for the construction of the Transportation Infrastructure Project shall include the “wage determination” provisions contained in Section 290.250, RSMo. Notwithstanding Sections 8.250, 8.285 to 8.291, 8.675 to 8.687, and 107.170, RSMo, and Article XXII of the St. Louis City Charter, and subject to the terms of the Redevelopment Contracts and the Construction Monitor Agreement, this Agreement establishes the systems and procedures for the design and construction of the Project.

Section 6.12 Cooperation Regarding Financing. Subject to the terms of this Agreement and without creating any

new obligations or reducing any rights afforded to any Party in this Agreement, the Parties agree to cooperate with each other in (a) the issuance of the Ballpark Project Bonds, including, but not limited to, provision of access to any and all records, construction monitoring and the acceptance of other reasonable non-economic requests of any underwriter or other financial advisor associated with the Ballpark Project Bonds which are not inconsistent with such Parties' current practices and (b) the Cardinals obtaining financing for those portions of the Ballpark Project Costs which are to be funded or provided by the Cardinals (provided that the Authority and the Public Participants shall under no circumstances be obligated to provide any of their own funds or lend their credit for such purpose).

Section 6.13 Ballpark Project Bonds.

(a) The State shall have no obligation to issue or cause to be issued the State Ballpark Project Bonds unless the following requirements are satisfied:

(i) The interest on the State Ballpark Project Bonds shall be excluded from gross income for federal income tax purposes, except to the extent that the State in its sole judgment shall have determined that such exclusion is not necessary or required.

(ii) The method by which the State Ballpark Project Bonds are sold shall be acceptable to the State.

(iii) The maximum financial liability of the State under this Agreement and with respect to the State Ballpark Project Bonds (including but not limited to costs of administration, paying agents, trustees, Fiduciaries, arbitrators, court costs and annual rebate calculations) shall be \$7,000,000 per Fiscal Year of the State, and such liability shall be subject to annual appropriation.

(iv) Arbitrage rebate shall be calculated annually and shall be deducted from interest earnings and deposited annually into a segregated fund held by the applicable Trustee.

(v) The proceeds of the State Ballpark Project Bonds shall be segregated and invested separately from all other moneys.

(vi) All investment of the proceeds of the State Ballpark Project Bonds shall be approved by the State.

(vii) The proceeds of the State Ballpark Project Bonds shall be used only for Ballpark Project Costs and Costs of Issuance of the State Ballpark Project Bonds.

(viii) The Parties shall have agreed upon the forms of the Redevelopment Plan and the Redevelopment Contract, and the Construction Monitor Agreement shall be in force and effect.

(b) The City shall have no obligation to issue or cause to be issued the City Ballpark Project Bonds unless the following requirements are satisfied:

(i) The interest on the City Ballpark Project Bonds shall be excluded from gross income for federal income tax purposes, except to the extent that the City in its sole judgment shall have determined that such exclusion is not necessary or required.

(ii) The method by which the City Ballpark Project Bonds are sold shall be acceptable to the City.

(iii) The maximum financial liability of the City under this Agreement and with respect to the City Ballpark Project Bonds (including but not limited to costs of administration, paying agents, trustees, Fiduciaries, arbitrators, court costs and annual rebate calculations) shall be \$4,200,000 per Fiscal Year of the City, and such liability shall be subject to annual appropriation.

(iv) Arbitrage rebate shall be calculated annually and shall be deducted from interest earnings and deposited annually into a segregated fund held by the applicable Trustee.

(v) The proceeds of the City Ballpark Project Bonds shall be segregated and invested separately from all other moneys.

- (vi) All investment of the proceeds of the City Ballpark Project Bonds shall be approved by the City.
- (vii) The proceeds of the City Ballpark Project Bonds shall be used only for Ballpark Project Costs and Costs of Issuance of the City Ballpark Project Bonds.
- (viii) The Parties shall have agreed upon the forms of the Redevelopment Plan and the Redevelopment Contract, and the Construction Monitor Agreement shall be in force and effect.
- (c) The County shall have no obligation to issue or cause to be issued the County Ballpark Project Bonds unless the following requirements are satisfied:
 - (i) The interest on the County Ballpark Project Bonds shall be excluded from gross income for federal income tax purposes, except to the extent that the County in its sole judgment shall have determined that such exclusion is not necessary or required.
 - (ii) The method by which the County Ballpark Project Bonds are sold shall be acceptable to the County.
 - (iii) The financial liability of the County under this Agreement and with respect to the County Ballpark Project Bonds (including but not limited to costs of administration, paying agents, trustees, Fiduciaries, arbitrators, court costs and annual rebate calculations) shall not exceed the County Financing Amount per Fiscal Year of the County, and such liability shall be subject to annual appropriation.
 - (iv) Arbitrage rebate shall be calculated annually and shall be deducted from interest earnings and deposited annually into a segregated fund held by the applicable Trustee.
 - (v) The proceeds of the County Ballpark Project Bonds shall be segregated and invested separately from all other moneys.
 - (vi) All investment of the proceeds of the County Ballpark Project Bonds shall be approved by the Court.
 - (vii) The proceeds of the County Ballpark Project Bonds shall be used only for Ballpark Project Costs and Costs of Issuance of the County Ballpark Project Bonds.
 - (viii) The Parties shall have agreed upon the forms of the Redevelopment Plan and the Redevelopment Contract, and the Construction Monitor Agreement shall be in force and effect.

ARTICLE VII OPERATION AND USE OF THE BALLPARK

Section 7.1 Lease of Ballpark to Public Participants. On the Closing Date, the Authority shall rent, lease and let the Ballpark to the Public Participants, and the Public Participants shall rent, lease and hire the Ballpark from the Authority, upon and subject to the terms and conditions herein contained and upon such other terms and conditions as may be agreed upon by the Public Participants and the Authority.

Section 7.2 Sublease of Ballpark to Authority. On the Closing Date, the Public Participants shall rent, sublease and relet the Ballpark to the Authority, and the Authority shall rent, sublease and rehire the Ballpark from the Public Participants, upon and subject to the terms and conditions herein contained and upon such other terms and conditions as may be agreed upon by the Public Participants and the Authority.

Section 7.3 Sublease of Ballpark to Cardinals. At Closing the Authority shall rent, sublease and sublet the Ballpark to the Cardinals, and the Cardinals shall rent, sublease and sublet the Ballpark from the Authority, pursuant to a Lease consistent with and subject to the terms and provisions of this Agreement and containing usual and customary terms and provisions governing commercial leases (the "Lease").

Section 7.4 Lease Term.

- (a) The initial term of the Lease shall commence on the Closing Date and shall terminate on the date that

is 35 years after the Closing Date, provided that if such scheduled termination date occurs during a Major League Baseball Season, the Lease shall terminate at the end of that Season.

(b) So long as the Cardinals are not then in default under any of the provisions of this Agreement or the Lease, the Cardinals may elect to extend the initial term of the Lease for up to three consecutive extension terms of five years each, by providing to the Authority written notice of any such election not less than one year prior to the then scheduled termination date of the Lease. Upon such election, such extension term shall be included in the Lease Term, and during such extension term all of the terms and conditions contained or incorporated in the Lease shall remain in effect.

Section 7.5 Rent. The Cardinals shall pay rent (“Rent”) to the Authority for the Ballpark in the amounts set forth in Exhibit _____.

Section 7.6 Use of Ballpark. The Cardinals shall be entitled to full and exclusive possession and use of the Ballpark, subject to any specific limitations and conditions imposed on the Cardinals by this Agreement. The Cardinals shall be entitled to use the Ballpark for such events and activities as are permitted by Law including any and all activities which are associated with, are customarily conducted in connection with or are related to the conduct of the business of a Major League Baseball team. Notwithstanding the foregoing or any other provisions of this Agreement, the Cardinals’ possession and use of the Ballpark shall be subject to the following limitations:

(a) The Cardinals shall not occupy or use the Ballpark (or permit the use or occupancy of the Ballpark) for any purpose or in any manner that violates: (i) any applicable Law; (ii) this Agreement; (iii) the Lease or any Related Agreement; or (iv) any easement, covenant, restriction or other instrument to which this Agreement and the Ballpark Project Site are subject or bound as of the Closing Date or to which the Cardinals have given their written consent.

(b) The Cardinals shall not hold or sponsor any event the conduct of which would present a clear and present danger of material damage to the Ballpark, as demonstrated by damage caused at other Major League Baseball parks or comparable large public or private facilities as a result of the conduct of similar events, provided that the refusal to hold or sponsor such event would not expose the Cardinals to liability for violation of Law.

(c) The Cardinals shall not hold or sponsor any professional football games at the Ballpark which would result in the violation or breach by any Public Participant or any other governmental authority located in the City or the County of any existing contractual obligation or agreement of such entity, without the prior written consent of such entity.

(d) The Authority shall have the non-transferable right to use or sponsor the use of the Ballpark for a minimum of five Community Events during each calendar year of the Lease Term. A Community Event may be sponsored only for the benefit of nonprofit organizations, such as non-commercial not-for-profit youth athletic events, or not-for-profit civic celebrations. Community Events shall be scheduled only on dates approved by the Cardinals, and the Authority shall provide not less than 90 days written notice to the Cardinals of any date on which it desires to schedule use of the Ballpark for a Community Event. Such notice shall include the date, time, length and a general description of such Event. Community Events may not be scheduled on dates scheduled by the Cardinals for any other use of the Ballpark (including any Team practice date), and any scheduled Community Event shall be moved to another date if the Ballpark is required for a Home Game or other event or activity held or sponsored by the Cardinals. No Community Event shall be permitted that, in the judgment of the Cardinals, would result in damage to or unreasonable use of the Ballpark including, without limitation, the playing surface of the Ballpark. The Cardinals shall not unreasonably withhold their consent to the use of the Ballpark as provided in this paragraph. The Cardinals shall not charge any rent or license, use or other fee for use of the Ballpark for a Community Event, but shall be reimbursed for expenses incurred by the Cardinals in connection with such Event, including additional utilities, insurance, security, personnel and maintenance and repair costs, that would not have been incurred but for such Event. Payments for such expenses shall be made to the Cardinals within 30 days after submission of an invoice by the Cardinals to the Authority stating the expenses incurred. The Authority shall provide or cause to be provided to the Cardinals written evidence of general liability and such other insurance as the Cardinals reasonably require with respect to such Community Event. The Authority shall comply and shall cause all other users of the Ballpark in connection with any Community Event to comply with the rules, regulations and other requirements developed by the Cardinals with respect to the Ballpark. Upon request of the Authority, the Cardinals shall provide to the Authority an estimate of the costs which the Authority will be required to reimburse in connection with such Community Event.

Section 7.7 Management and Operation of Ballpark. (a) The Cardinals shall exclusively manage and operate all aspects of the Ballpark including, without limitation, the selection and hiring of all vendors, concessionaires and other contractors that provide services or materials related to the Ballpark.

(b) The Cardinals shall do all things, take all actions and expend such funds as may be necessary or desirable in their judgment for the operation of the Ballpark in accordance with this Agreement and the Lease during the Lease Term. Without limiting the foregoing, the Cardinals, at all times during the Lease Term, shall:

(i) Commence, defend and settle any legal actions or proceedings concerning the operation of the Ballpark as may be necessary or required in the opinion of the Cardinals; retain counsel in connection with any such legal actions and proceedings; and notify the Authority in writing of the commencement of any such legal action or proceeding and, if requested by the Authority, advise the Authority of the progress of any such legal action or proceeding and send to the Authority copies of all material legal documentation relating to such legal actions and proceedings.

(ii) Employ, train, pay and supervise personnel and engage such independent contractors as the Cardinals determine in their sole discretion to be necessary for the operation of the Ballpark. None of the personnel employed or engaged by the Cardinals for the management and operation of the Ballpark shall be deemed to be employees of the Authority or the Public Participants.

(iii) Maintain or cause to be maintained all necessary licenses, permits, approvals and authorizations required by any Governmental Authority for the operation of the Ballpark.

(iv) The Cardinals shall comply and shall contractually obligate their concessionaires to comply with the provisions of the City's Equal Opportunity and Discrimination Guidelines attached hereto and incorporated herein as Exhibit ___ including Executive Order #28 dated July 24, 1997 setting a goal of 25% for minority-owned business participation and 5% for women-owned business participation. The Cardinals shall provide to the City such information as may reasonably be required to enable the City to monitor compliance.

Section 7.8 Compliance with Law. The Cardinals shall comply with all Law which may be applicable to them or to the Ballpark. Notwithstanding the foregoing, the Cardinals shall have the right to contest or cause review by legal or other appropriate procedures the validity, legality or application of any such Law and during such contest or review the Cardinals may refrain from complying therewith, provided that such contest or review does not materially impair the ability of the Cardinals to perform their obligations under this Agreement.

Section 7.9 Revenues from Ballpark. The Cardinals shall be entitled to receive and retain all revenues and other amounts received from all events held in or about the Ballpark, and from all sales, uses and other transactions and activities in or relating to the Ballpark or the Team, except as may otherwise be specifically set forth in this Agreement.

Section 7.10 Operating Budget and Annual Report. (a) On or before the first day of each Ballpark Operating Period, the Cardinals shall submit to the Authority a Ballpark Operating Budget for the succeeding Ballpark Operating Period. The Ballpark Operating Budget shall set forth the amount expected to be paid during the succeeding Ballpark Operating Period for, among other things, Ballpark Operating Repairs and Maintenance, Ballpark Capital Repairs and Improvements and each significant item of operating expenses for the Ballpark, together with the amounts proposed to be paid by the Cardinals for such purposes.

(b) Not later than 150 days following the end of each Ballpark Operating Period, the Cardinals shall submit to the Authority and the Public Participants an audited report setting forth all expenditures and reserves of the Cardinals with respect to the leasing and operation of the Ballpark for such Ballpark Operating Period.

Section 7.11 Occupancy of Ballpark by Subtenants. The occupancy of the Ballpark by concessionaires, subtenants or other persons or entities under authorization of the Cardinals shall not extend beyond the Lease Term.

Section 7.12 Taxes, Assessments and Other Governmental Charges

(a) The Cardinals shall promptly pay and discharge, as the same become due, all taxes and assessments, general and special, and other governmental charges of any kind whatsoever that may be lawfully taxed, charged, levied, assessed or imposed upon or against or be payable for or in respect of the Ballpark Project, the activities therein and the income therefrom and for or in respect of the Public Participants' Financing Amounts and other amounts payable under this Agreement, including any new taxes and assessments not of the kind enumerated above to the extent that the same are lawfully made, levied or assessed in lieu of or in addition to taxes or assessments now customarily levied against real or personal property, and further including all utility charges, assessments and other general governmental charges and impositions whatsoever, foreseen or unforeseen, which if not paid when due would encumber the Authority's title to the Ballpark.

(b) Subject to the provision of Section 12.5(e), the Cardinals shall be responsible for (i) all taxes and assessments, general and special, and other governmental charges of any kind whatsoever that may be lawfully taxed, charged, levied, assessed or imposed upon or against or be payable for any leasehold interest with respect to the Ballpark Project Site, the Ballpark or any buildings, improvements, machinery and equipment at any time installed on the Ballpark Project Site and (ii) any tax or assessment of any kind whatsoever that is imposed by any legislation, rule, regulation or other Law enacted after the date of this Agreement and that by its terms or its effect is substantially a replacement for or substitution of the changes in taxes made by the Admissions Tax Amendment or is substantially a tax only on sports-related tickets or admissions.

Section 7.13 Utilities. The Cardinals shall be solely responsible for and shall promptly pay or cause to be paid all charges or taxes for heat, water, sewer, gas, electricity, telephone, communications and any other utilities and services rendered to or used on or about the Ballpark, including all costs of maintenance, repair, pest control, security, waste removal and janitorial, elevator and escalator services.

Section 7.14 Right of Inspection. In addition to other inspections permitted by applicable Law, the Cardinals shall permit the Public Participants, the Authority and the Trustees to visit and inspect the Ballpark at reasonable times and with reasonable frequency, upon not less than 72 hours prior written notice to the Cardinals, provided that such visits and inspections shall not cause any delay, interruption or interference in the construction or operation of the Ballpark.

Section 7.15 Authority Office. The Authority shall be furnished with a private office and reception area for its use, which shall (a) be at a location within the Ballpark in reasonable proximity to the Cardinals' offices, (b) contain approximately 200 square feet and (c) be delivered in a finished condition (excluding furnishings) suitable for use as a business office. Such office space shall be furnished at no cost to the Authority. The Authority shall also have non-exclusive access to a conference room where it shall conduct the meetings of its commissioners. The Authority shall pay no rent or utilities for such office space or conference room, except the cost of telephone and communications services. Cleaning and routine maintenance, including periodic painting and replacement of carpeting, shall be provided by the Cardinals and paid for by the Authority.

Section 7.16 Maintenance of Existence. At all times during the Lease Term the Cardinals shall maintain their existence as an entity organized under the laws of the State or any other state of the United States, and shall not dissolve or liquidate without the prior written consent of the Public Participants and the Authority; provided that the Cardinals may dissolve or liquidate (including in connection with any merger, consolidation or other organizational transaction) without such consent provided that the obligations of the Cardinals under this Agreement, the Lease and the Related Agreements shall have been assigned in accordance with Section 13.6 of this Agreement.

Section 7.17 Maintenance of Franchise. At all times during the Lease Term the Cardinals shall (i) maintain the membership in good standing of the Team in Major League Baseball and (ii) hold, maintain and defend the right of the Team to play baseball as a member of Major League Baseball and (iii) use reasonable efforts to oppose the adoption of any Major League Baseball Rules and Regulations that would cause the Cardinals to be unable to comply with any of the terms of this Agreement, the Lease and the Related Agreements.

ARTICLE VIII
CERTAIN TAXPAYER PROTECTION AND RELATED PROVISIONS

Section 8.1 Agreement to Play and Not to Relocate. The Cardinals acknowledge that their commitment to play all of their Home Games at the Ballpark is a material inducement for the Public Participants and the Authority to undertake the development of the Ballpark Project and to enter into this Agreement and the Lease. Accordingly, the Cardinals covenant that, during the Lease Term, except during any Untenantability Period and subject to Force Majeure and to Major League Baseball Rules and Regulations:

- (a) The Team shall play all of its Home Games at the Ballpark.
- (b) The Cardinals shall not relocate or transfer the Team outside the boundaries of the City, and shall not change or move the home territory of the Team in any manner that would exclude the City or the County.
- (c) The Cardinals shall not enter into any contract which obligates the Team to play its Home Games at any location other than the Ballpark.
- (d) The Cardinals shall not seek approval from Major League Baseball or the National League of Professional Baseball Clubs for any of the matters specified in (a) through (c) above.

Section 8.2 Maintenance of Headquarters. The Cardinals shall maintain their headquarters and their principal place of business within the City during the Lease Term.

Section 8.3 All-Star Game. The Cardinals agree to use their absolute best efforts to cause the Major League Baseball All-Star Game to be played at the Ballpark during the Major League Baseball Season in which Substantial Completion of the Ballpark occurs.

Section 8.4 Affordable Seating. During the Lease Term, the Cardinals (a) shall make available at all regular season Home Games following the Opening Date a minimum of 6,000 tickets at a price of not more than \$12.00 per ticket in year 2000 dollars, and (b) shall distribute, in conjunction with the Public Participants, a minimum of 100,000 complimentary tickets per year to youth and charitable organizations.

Section 8.5 Neighborhood Recreational Facilities. In each calendar year during the Lease Term, commencing with the first calendar year following the Closing Date, the Cardinals shall contribute at least \$100,000 per year to the development, construction or refurbishment of neighborhood recreational facilities that will primarily benefit or serve disadvantaged youth in the City and County.

Section 8.6 Naming Rights Funds. (a) The Authority, as owner of the Ballpark, shall own the Naming Rights. The Authority shall have the right to sell, transfer, assign and negotiate the Naming Rights, provided that (i) the name of the Ballpark shall be subject to the approval of the Cardinals and the Public Participants, which approval shall not be unreasonably withheld, and (ii) no such sale, transfer, assignment or negotiation, or any terms thereof, shall be made or agreed to which would result in the violation or breach by the Cardinals of any agreement or contract in effect on and disclosed to the Public Participants prior to the date of this Agreement. The Authority shall submit any proposed name for the Ballpark to the Cardinals and the Public Participants in writing and no name shall be used or allowed to be used to which the Cardinals or the Public Participants have objected in writing within 30 days of their receipt of such proposed name. Any failure of any Party to object in writing to the Authority within such time period shall be deemed to be approval by such Party. In the event that the Cardinals, the Authority and the Public Participants are unable to resolve any disagreement as to any proposed name for the Ballpark, their disagreement shall be settled in accordance with the arbitration procedures set forth in Section 13.4. The Authority and the Cardinals shall cooperate and use their best efforts to jointly market the Naming Rights at a time and in a manner which shall maximize the economic value of the Naming Rights. At such time as the Authority and the Cardinals have reached a preliminary agreement with the prospective purchaser of the Naming Rights the Authority shall notify the Public Participants in writing of the terms and conditions of such agreement. The Public Participants shall have the right to request that the Authority obtain a report from a nationally recognized consulting firm confirming whether the price to be paid for such naming rights is consistent with then current market for such Naming Rights. If such report concludes that the terms of such sale are not market terms the Public Participants shall reserve the right to object to such sale as provided in the preceding paragraph.

(b) There shall be established a fund to be known as the "State Naming Rights Fund," which shall be held by a Fiduciary. Amounts in the State Naming Rights Fund shall be invested as directed by the Authority following Consultation with the State and the Cardinals.

(c) There shall be deposited into the State Naming Rights Fund as and when received the State Naming Rights Fund Amount.

(d) The State Naming Rights Fund shall be drawn upon by the State to the extent that the cumulative New State Revenues from the Project (measured initially at the end of the first calendar year which is at least 10 years following the Closing Date and at 5-year intervals thereafter and taking into account any prior payments to the State) are less than the annual cumulative appropriations for the applicable period (that is, from January 1, 2002) made by the State pursuant to Section 6.5.

(e) Not later than 30 days following the end of each calendar year occurring on or after the first measurement date, all amounts in the State Naming Rights Fund in excess of the State Maximum Amount shall be transferred to the Ballpark Capital Reserve Fund. For purposes of this subsection (e): "State Maximum Amount" means (i) \$10,000,000 on and after the first measurement date if the first measurement date is not a Reduction Date, (ii) \$7,000,000 on and after the first Reduction Date, (iii) \$5,000,000 on and after the second Reduction Date and (iv) \$3,000,000 on and after the third Reduction Date; and "Reduction Date" means any measurement date on which no amounts are withdrawn from the State Naming Rights Fund by the State pursuant to subsection (d) above. Any such transfers of amounts in excess of the State Maximum Amount which are made on or with respect to a measurement date shall be made prior to any draws from the State Naming Rights Fund pursuant to Section 8.6(d) above, except that in the case of the first measurement date, the State shall be entitled to make draws from the State Naming Rights Fund pursuant to Section 8.6(d) above prior to any transfers on such date of amounts in excess of the State Maximum Amount. Notwithstanding the foregoing, at such time as no State Ballpark Project Bonds are outstanding, all amounts in the State Naming Rights Fund shall be transferred to the Ballpark Capital Reserve Fund.

(f) There shall be established a fund to be known as the "City Naming Rights Fund," which shall be held by a Fiduciary. Amounts in the City Naming Rights Fund shall be invested as directed by the Authority following Consultation with the City and the Cardinals.

(g) There shall be deposited into the City Naming Rights Fund as and when received the City Naming Rights Fund Amount.

(h) The City Naming Rights Fund shall be drawn upon by the City to the extent that the cumulative Economic Activity Taxes from the Project (measured initially at the end of the first calendar year which is at least 10 years following the Closing Date and at 5-year intervals thereafter and taking into account any prior payments to the City) are less than the annual cumulative appropriations for the applicable period (that is, from January 1, 2002) made by the City pursuant to Section 6.5.

(i) Not later than 30 days following the end of each calendar year occurring on or after the first measurement date, all amounts in the City Naming Rights Fund in excess of the City Maximum Amount shall be transferred to the Ballpark Capital Reserve Fund. For purposes of this subsection (i): "City Maximum Amount" means (i) \$6,000,000 on and after the first measurement date if the first measurement date is not a Reduction Date, (ii) \$4,200,000 on and after the first Reduction Date, (iii) \$3,000,000 on and after the second Reduction Date and (iv) \$1,800,000 on and after the third Reduction Date thereafter; and "Reduction Date" means any measurement date on which no amounts are withdrawn from the City Naming Rights Fund by the City pursuant to subsection (h) above, except that in the case of the first measurement date, the City shall be entitled to make draws from the City Naming Rights Fund pursuant to Section 8.6(h) above prior to any transfers on such date of amounts in excess of the State Maximum Amount. Any such transfers of amounts in excess of the City Maximum Amount which are made on or with respect to a measurement date shall be made prior to any draws from the City Naming Rights Fund pursuant to Section 8.6(h) above. Notwithstanding the foregoing, at such time as no City Ballpark Project Bonds are outstanding, all amounts in the City Naming Rights Fund shall be transferred to the Ballpark Capital Reserve Fund.

(j) Notwithstanding any other provision of this Section 8.6, if, in the opinion of Bond Counsel, any particular deposit of funds into the State Naming Rights Fund or the City Naming Rights Fund called for by this Section 8.6 would adversely affect the exclusion from gross income for federal income tax purposes of the interest on any Ballpark Project Bonds, then such funds shall instead be deposited in the Ballpark Capital Reserve Fund or, if, in the opinion of Bond Counsel such deposit would also adversely affect such exclusion, be used in such other manner for the benefit of the Ballpark as shall be agreed to by Parties and the Authority.

Section 8.7 **City PILOTS.** In each calendar year during the Lease Term, and in the calendar year in which the

Closing Date occurs, the Cardinals shall pay PILOTS to the Collector of Revenue of the City by December 31st of such year in such amounts as will cause the sum of the ad valorem property taxes levied upon the Project or any interest therein, including the Lease, for such year and such PILOTS to equal \$490,735. The Collector of Revenue for the City of St. Louis shall allocate the revenues received from such PILOTS among all taxing districts within the Project Site which impose ad valorem taxes, on the same pro rata basis and in the same manner as the ad valorem property tax revenues received from the Project Site were allocated in calendar year 2001.

Section 8.8 Certain Future Actions by Cardinals. Throughout the term of this Agreement and the Lease the Cardinals shall:

(a) subject to the exclusive remedies specified in Section 3.6 and Section 12.11, use their best efforts to achieve at least the projected amounts of New State Revenues and Economic Activity Taxes, subject to the exercise of prudent business judgment regarding the operation of their business and Team and the utilization of the Ballpark, including considerations relating to competitiveness, profitability and economic and market conditions; and

(b) promptly notify the Public Participants of any proposed modification to Major League Baseball Rules and Regulations of which they are aware which, if implemented, would conflict with or would be likely to cause the Cardinals to be in violation of the terms and provisions of this Agreement, the Lease and the Related Agreements.

Section 8.9 Fan Suite. The Ballpark shall contain a luxury suite which is available to the public through a lottery or other fan selection process, as designated by the Authority and set forth in the Lease, which ensures that the public at large has access to such suite for Home Games. No rent, fees or charges of any kind shall apply to the use of such suite.

ARTICLE IX SALE OF THE TEAM

Section 9.1 Sale of Team. Subject to the provisions of this Article, the Cardinals shall have the right to sell or transfer ownership in whole or in part of the Team during the Term to the extent permitted by Major League Baseball without any Public Participant's or the Authority's consent; provided that (a) in connection with such sale, the new Team owner must concurrently agree in writing, in form and substance reasonably acceptable to the Public Participants and the Authority, to assume the Cardinals' obligations under this Agreement, the Lease and any Related Agreements for the remainder of the Term (unless waived by the Public Participants and the Authority) and (b) the provisions of Section 9.2 shall not apply to the new Team owner. In addition, the Cardinals covenant and agree that the Cardinals shall not transfer, sell or assign the Team in any manner unless such transfer of the Team is approved in accordance with applicable Major League Baseball Rules and Regulations.

Section 9.2 Sharing of Ballpark-Related Profits from Sale.

(a) In the event that there is a Sale in whole or in part of any ownership interest in the Cardinals Ownership Entities, the Cardinals shall cause the Selling Owner(s) to pay to the Public Participants (on a pro rata basis in accordance with their respective contributions to the Ballpark Project Construction Fund) the Ballpark-Related Profits. By way only of example and without limitation, the Ballpark-Related Profits from the Sale of the total ownership interests of the Cardinals Ownership Entities are set forth in Exhibit ____.

(b) Not later than 30 days after the consummation of a Sale, the Cardinals shall furnish to the Public Participants a notice setting forth their determination of the amount, if any, due pursuant to this Section 9.2. If none of the Public Participants object to such determination within 30 days following receipt of such notice, the Cardinals' determination shall be final and binding, and payment of the amount, if any, due shall be made not later than 15 days after the expiration of the latter 30-day period. If any Public Participant objects to such determination, the notice of objection shall specify in reasonable detail the basis for such objection. The objecting Party and the Cardinals shall thereupon seek to resolve such disagreement and, if they are unable to resolve the disagreement within 30 days following the Cardinals' receipt of notice of such objection, then their disagreement shall be settled by arbitration in accordance with Section 13.4 of this Agreement.

(c) For purposes of this Section, the following terms have the meanings set forth below.

"Ballpark-Related Percentage" means the percentage corresponding to the Owners' Total Profits as follows:

Owners' Total Profits

Ballpark-Related Percentage

\$0 - \$299,999,999	12%	
\$300,000,000 - \$599,999,999		14%
\$600,000,000 or more	16%	

“Ballpark-Related Profits” means the greater of (i) the Selling Owner(s)’ Pro Rata Share of \$2,500,000, or (ii) the product of (x) the Ballpark-Related Percentage, and (y) the amount by which the gross cash proceeds received by the Selling Owner(s) pursuant to the Sale exceed the Base Amount; provided that (1) the Ballpark-Related Profits shall be reduced by a percentage equal to the product of (A) one-ninth (1/9) and (B) the number of full calendar years following January 1, 2005 after which the applicable Sale occurs, and (2) there shall be no Ballpark-Related Profits if such gross cash proceeds received by the Selling Owner(s) are less than the Base Amount.

“Base Amount” means the Selling Owner(s)’ Pro Rata Share of \$180,000,000 (agreed by the Parties to be the fair market value of the equity of the Cardinals Ownership Entities), including the value of the land underlying the Ballpark; provided that the Base Amount shall be (i) increased by any contribution in cash or other property (excluding the land underlying the Ballpark) by a Selling Owner(s) to the Cardinals Ownership Entities after January 1, 2002, to the extent that it is attributable to the ownership interest subject to the Sale, including, without limitation, any tax payments made by the Selling Owner(s) for any income derived from such ownership interest (excluding the Sale thereof) that are not reimbursed by the Cardinals Ownership Entities, and (ii) decreased by any distribution of cash or other property by the Cardinals Ownership Entities to a Selling Owner(s) after January 1, 2002, to the extent that it is attributable to the ownership interest subject to the Sale, excluding any distributions necessary for the Selling Owner(s) to make tax payments for any income derived from such ownership interest (excluding the Sale thereof).

“Cardinals Ownership Entities” means SLC Holdings, LLC and Gateway Group, Inc. (which entities own all of the equity interests of St. Louis Cardinals, L.P. as of January 1, 2002), and any successors or assigns of such entities (by reorganization or otherwise).

“Owners’ Total Profits” means the (i) the excess of the gross cash proceeds received by the Selling Owner(s) pursuant to the Sale over the Base Amount, divided by (ii) the Selling Owner(s)’ Pro Rata Share (i.e., the aggregate profits assuming a Sale of the total ownership interests of the Cardinals Ownership Entities).

“Sale” means any sale, transfer or assignment by one or more Selling Owner(s) of any direct or indirect ownership interest in the Cardinals Ownership Entities to a Person(s) that is not an owner or immediate family member of an owner of any direct or indirect ownership interest in the Cardinals Ownership Entities as of January 1, 2002, and which sale, transfer or assignment would be subject to approval by the governing body of Major League Baseball.

“Selling Owner” means an owner of a direct or indirect ownership interest in the Cardinals Ownership Entities as of January 1, 2002 who sells, transfers or assigns all or any part of such interest pursuant to a Sale.

“Selling Owner(s)’ Pro Rata Share” means the percentage of the total equity interests of the Cardinals Ownership Entities being sold, transferred or assigned by the Selling Owner(s) pursuant to a Sale.

**ARTICLE X
MAINTENANCE AND CAPITAL IMPROVEMENTS**

Section 10.1 Maintenance. Subject to the provisions of this Article X, the Cardinals shall at their sole cost and expense: (a) keep and maintain the Ballpark and all equipment, machinery and fixtures located thereon in good, clean, safe and sanitary condition and repair, as a First-class Facility, and undertake all Ballpark Operating Repairs and Maintenance in a good, workmanlike, first-class and prompt manner, using materials and equipment at least substantially equal in quality and class to a First-class Facility; (b) maintain or cause to be maintained all necessary licenses, permits, approvals and authorizations for the operation of the Ballpark; (c) maintain the playing field and all landscaping on the Ballpark Project Site; (d) perform ordinary maintenance required to keep the Ballpark in a neat and orderly condition, free of litter and debris, with grass and shrubbery in trim and with snow and ice removed from walking paths; (e) maintain all portions of the Ballpark in good condition, free of litter and debris, and with all grass and shrubbery in trim; (f) be responsible for snow and ice removal, and for performing ordinary maintenance to preserve the safe condition of all structures and facilities located in or about the Ballpark; and (g) not commit waste or vacate or abandon any part of the Ballpark. All repairs and replacements shall utilize materials or component parts of substantially the same quality as those being repaired or replaced. At the end of the Lease Term, the Cardinals shall surrender the Ballpark in good condition and repair, normal wear and tear excepted. Subject to Section 10.3(c), the repair of any damage by fire or other casualty occurring during the term of the Lease shall be the responsibility of the Cardinals.

Section 10.2 Ballpark Capital Reserve Fund.

(a) At Closing, there shall be established a fund to be known as the "Ballpark Capital Reserve Fund", which shall be held by a Fiduciary. Prior to the end of the first year after Opening, the Cardinals shall deposit \$650,000 into the Ballpark Capital Reserve Fund. Thereafter, during each subsequent year of the Lease, the Cardinals shall deposit not less than \$650,000 into the Ballpark Capital Reserve Fund; provided that (i) the Cardinals shall be entitled to a credit against such deposits for any other deposits required to be made into such Fund under this Agreement and which have not previously been credited against such required deposits and (ii) no such deposit shall be required at any time that the aggregate amount in such Fund equals or exceeds \$5,000,000. In addition, there shall be deposited into the Ballpark Capital Reserve Fund all amounts which are available to be deposited therein pursuant to Section 8.6. Amounts in the Ballpark Capital Reserve Fund shall be invested as directed by the Authority, in compliance with applicable Laws, and investment earnings on amounts in the Ballpark Capital Reserve Fund shall be deposited in such Fund. Any amounts remaining in the Ballpark Capital Reserve Fund at the end of the Term shall be the property of the Authority and shall be used for the benefit of the Ballpark.

(b) To the extent that funds in the Ballpark Capital Reserve Fund are not sufficient to pay the cost of any Ballpark Capital Repairs and Improvements required by this Agreement, the Cardinals shall pay such costs, subject to Section 10.3(c).

(c) The Cardinals shall have the right to withdraw or cause the withdrawal of funds from the Ballpark Capital Reserve Fund, pursuant to such procedures as the Cardinals, the Authority and the Fiduciary may establish, for the purpose of paying the costs of Ballpark Capital Repairs and Improvements and Extraordinary Capital repairs as provided in Section 10.3(c); provided that amounts in the Ballpark Capital Reserve Fund shall not be used for Ballpark Operating Repairs and Maintenance.

Section 10.3 Ballpark Capital Repairs and Improvements. (a) The Cardinals shall include in each Ballpark Operating Budget submitted to the Authority pursuant to Section 7.10 a list of all Ballpark Capital Repairs and Improvements to be made by the Cardinals (identifying any such Improvements to be paid for from the Ballpark Capital Reserve Fund) during the following calendar year. The Authority shall have the right to Consult with the Cardinals during the 30-day period following the submission of the Ballpark Operating Budget to the Authority. The Cardinals shall be required to obtain the prior approval of the Authority (not to be unreasonably withheld, conditioned or delayed) with respect to any Ballpark Capital Repairs and Improvements (including any alterations, additions or modifications) that (i) affect the structural integrity of the Ballpark or its mechanical, electrical, HVAC, plumbing or other systems, (ii) materially change the seating capacity, the seating bowl or the overall appearance of the exterior design or structure of the Ballpark, (iii) adversely affect the health or safety of the occupants of the Ballpark or (iv) consists of a Ballpark Capital Repair and Improvement or a series of related Ballpark Capital Repairs and Improvements that exceed \$1,000,000 (increased annually by 5% on a compound basis). If the Authority reasonably objects to any such Ballpark Capital Repair and Improvement item and the Cardinals and the Authority are unable to reach agreement as to such items within such 30-day Consultation period, then their disagreement shall be settled in accordance with the arbitration procedures set forth in Section 13.4.

(b) Except as provided in (c) below, the Authority and the Public Participants shall have no obligation to make or pay for any Ballpark Capital Repairs and Improvements during the Term, provided that if the Cardinals fail to make or pay for any Ballpark Capital Repairs and Improvements required hereunder, the Authority shall have the right (but not the obligation) to make or pay for such Improvements, including the right to use funds in the Ballpark Capital Reserve Fund for such purpose.

(c) Any Extraordinary Capital Costs which are not covered by insurance proceeds shall be payable from the following sources in the following order of priority: (1) from the Ballpark Capital Reserve Fund; (2) from the Cardinals' own funds up to \$10,000,000; (3) from the State and City Naming Rights Funds (on a pro rata basis); and (4) on a pro rata basis between the Public Participants and the Cardinals in accordance with their aggregate contributions to the Ballpark Project Construction Fund; provided that if the Parties are unable to fund the balance of any Extraordinary Capital Costs, despite their best efforts to do so, the Cardinals shall have the right to terminate this Agreement, the Lease and any Related Agreements as provided in Section 12.6 hereof.

Section 10.4 Design and Construction Defects. The Cardinals shall be responsible for enforcing all rights which they may have under the Ballpark Project GMP Contract and all subcontracts related thereto and shall pursue against the parties responsible the cost of any repairs required as a result of design or construction defects, whether or not covered by a warranty, to the extent that the Cardinals determine that it is commercially reasonable to do so. The Authority and the Public Participants shall cooperate with the Cardinals in all efforts of the Cardinals to enforce such rights.

Section 10.5 Performance of Ballpark Capital Repairs and Improvements. Subject to the provisions of this Article X, the Cardinals shall be responsible for making and performing all Ballpark Capital Repairs and Improvements. All Ballpark Capital Repairs and Improvements shall be completed (a) in a good, workmanlike, first-class and prompt manner, using materials

and equipment at least substantially equal in quality and class to a First-class Facility, (b) by an experienced, reputable contractor selected by the Cardinals after Consultation with the Authority and (c) in compliance with applicable Law. The Cardinals shall have the exclusive right to select and enter into contracts with any and all contractors, subcontractors, suppliers, vendors, architects, engineers, construction managers, project managers, Consultants or other entities or individuals with respect to the completion of Ballpark Capital Repairs and Improvements, provided that all such contracts shall be entered into on an arms-length basis at commercially reasonable rates and in compliance with applicable Law. The Cardinals and their general partner(s), key employees and Affiliates shall not receive any fees or profits from such contracts. The Cardinals shall use their best efforts to obtain, from each contractor and subcontractor, commercial warranties for all work performed by such contractor or subcontractor. Ballpark Capital Repairs and Improvements must be completed to a standard of quality comparable to that of the original component. In the event that the work completed is unsatisfactory then all available remedies shall be sought against the architect, contractor or subcontractor to the extent that the Cardinals determine, in their sole discretion, that it is commercially reasonable to do so. The Cardinals shall use its best efforts to ensure that the work performed by each contractor and subcontractor with which it contracts is performed in a good and workmanlike manner in accordance with the Ballpark Operating Budget and in compliance with applicable Law.

Section 10.6 Emergency Repairs or Improvements. Notwithstanding any other provision of this Agreement, if the Cardinals shall reasonably determine that the health or safety of persons or property or the ability to play Major League Baseball games in the Ballpark will be jeopardized absent immediate commencement of a Ballpark Capital Repair and Improvement, the Cardinals may make and perform such Improvement without any Consultation or approval by the Authority, provided that the Cardinals shall notify the Authority immediately of the commencement of such Improvement.

Section 10.7 Ballpark Capital Repairs and Improvements Audit. On the fifth anniversary of the Opening Date, and prior to the end of each five-year period thereafter, the Cardinals shall provide to the Authority, if requested by the Authority and at the Authority's expense, a structural and capital component inspection report prepared by a licensed professional engineer, reasonably acceptable to the Authority, having at least 10 years of experience in performing structural and capital component inspections of commercial buildings, including stadia, and otherwise qualified to provide the information required hereunder. Such report shall (a) set forth the opinion of such engineer on the condition of the structure and each capital component of the Ballpark and (b) include the suggestions of such engineer for Capital Repairs and Improvements that are necessary for the Ballpark.

Section 10.8 Title to Ballpark Capital Repairs and Improvements. All Ballpark Capital Repairs and Improvements shall become a part of the Ballpark, shall be the property of the Authority and shall remain upon and be surrendered with the Ballpark at the end of the Lease Term.

ARTICLE XI INSURANCE

Section 11.1 Property Insurance. In connection with the construction of the Ballpark Project, the Cardinals shall purchase and maintain, from a company or companies lawfully authorized to do business in the City and the State, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the replacement cost of the Ballpark Project. Such property insurance shall be maintained until final payment has been made under the Ballpark Project GMP Contract or until Substantial Completion of the Ballpark Project, whichever is later. This insurance shall include interests of the Parties, the Ballpark Contractor, subcontractors and other Consultants in the Ballpark Project. Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for the Ballpark Contractor's and other Consultants' services and expenses required as a result of such insured loss. If the property insurance requires deductibles, the Cardinals shall pay costs not covered because of such deductibles. Such property insurance shall cover portions of the work stored off the site and portions of the work in transit.

Section 11.2 Casualty Insurance.

(a) Upon termination of the policy required by Section 11.1, the Cardinals shall at their sole cost and expense obtain and maintain throughout the remainder of the Lease Term, a policy or policies of insurance to keep the Ballpark constantly insured against loss or damage by fire, lightning, earthquake and all other risks covered by the extended coverage insurance endorsement then in use in the State in an amount equal to the Full Insurable Value thereof (subject to loss deductibles in commercially reasonable amounts). The Full Insurable Value of the Ballpark shall be determined once every three years by an architect, contractor, appraiser, appraisal company or one of the insurers, to be selected and paid by the Cardinals. The insurance required pursuant to this Section

shall be maintained at the Cardinals' sole cost and expense with a generally recognized responsible insurance company or companies authorized to do business in the State. All such policies of insurance pursuant to this Section, and all renewals thereof, shall name the Cardinals, the Public Participants, the Authority and the Trustees as insureds as their respective interests may appear and shall contain a provision that such insurance may not be cancelled by the issuer thereof without at least 30 days' advance written notice to the Cardinals, the Public Participants, the Authority and the Trustees.

(b) In the event of loss or damage to the Ballpark, the Net Proceeds of casualty insurance carried pursuant to this Section shall be paid to a Fiduciary acceptable to the Authority and used by the Cardinals to repair, reconstruct and rebuild the Ballpark using the disbursement procedures used in the disbursement of moneys from the Ballpark Project Construction Fund. Subject to Article X, the Cardinals shall complete such replacement, repair, reconstruction and restoration, whether or not any insurance proceeds received by the Authority or the Cardinals for such purposes are sufficient to pay the same. Any remaining balance not required for such purpose shall be deposited into the Ballpark Capital Reserve Fund.

Section 11.3 Public Liability Insurance.

(a) The Cardinals shall at their sole cost and expense maintain or cause to be maintained at all times during the Lease Term general accident and public liability insurance (including but not limited to coverage for all losses whatsoever arising from the ownership, maintenance, operation or use of any automobile, truck or other motor vehicle), under which the Cardinals, the Public Participants, the Authority and the Trustees shall be named as insureds, properly protecting and indemnifying the Cardinals, the Public Participants, the Authority and the Trustees, in an amount not less than \$2,000,000 for bodily injury (including death) and for property damage in any one occurrence or such greater amount as shall not be subject to sovereign immunity of the Public Participants or the Authority, but in no event greater than \$10,000,000 (subject to loss deductibles in commercially reasonable amounts). The policies providing such insurance shall contain a provision that such insurance may not be cancelled by the issuer thereof without at least 30 days' advance written notice to the Cardinals, the Public Participants, the Authority and the Trustees.

(b) In the event of a public liability occurrence, the Net Proceeds of liability insurance carried pursuant to this Section shall be applied toward the extinguishment or satisfaction of the liability with respect to which such proceeds have been paid.

Section 11.4 Worker's Compensation Insurance. The Cardinals shall maintain or cause to be maintained in connection with the Ballpark, throughout the Lease Term, the worker's compensation coverage required by the laws of the State.

Section 11.5 Blanket Policies of Insurance. The Cardinals may satisfy any of the insurance requirements set forth in this Article by using blanket policies of insurance.

Section 11.6 Insurance Certificates. The Cardinals shall provide to the Authority any necessary certificates of insurance at Closing and thereafter annually certificates of insurance companies evidencing that the insurance requirements of this Article have been satisfied. In addition, the Cardinals shall, if requested by the Authority, provide to the Authority copies of all such insurance policies and evidence of the payment of the premiums thereunder.

Section 11.7 Insurance Consultant Reports.

(a) The Cardinals shall keep the Ballpark Project continuously insured against such risks, to the extent generally obtained in accordance with the standards and practices of the industry, and in such amounts, with such deductible provisions as are commercially reasonable in connection with the operation of facilities of the type and size comparable to the Ballpark Project.

(b) Following the Substantial Completion of the Ballpark Project the Cardinals shall cause a review to be conducted at least every year with respect to such insurance by an Insurance Consultant, and shall cause a report of such Insurance Consultant to be delivered to the Authority and the Public Participants within 60 days of the end of each year, which indicates whether the insurance then being maintained by the Cardinals is customary and adequate and in compliance with the requirements set forth in this Article XI. At any time the Cardinals shall determine that any insurance required to be obtained under this Article XI either (i) cannot be obtained upon commercially reasonable terms or (ii) cannot be obtained using the deductibles set forth herein, the Cardinals shall cause to be delivered to the Authority and the Public Participants a report from an Insurance Consultant confirming the Cardinals determinations and that the increase in deductibles or the decision not to purchase such insurance is consistent with the standards and practices of owners or tenants of other Major League Baseball ballparks in the United States. Upon the filing of such report the Cardinals shall be entitled to increase such deductibles or no longer purchase such insurance, as the case may be, beginning on a date which is 60 days following the delivery of such report.

ARTICLE XII
EVENTS OF DEFAULT AND REMEDIES

Section 12.1 Events of Default by the Cardinals. The term “Event of Default,” wherever used in this Agreement, means, with respect to the Cardinals, any one of the following events (whatever the reason for such event and whether it is voluntary or involuntary or effected by operation of Law or pursuant to any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body):

(a) default in the payment by the Cardinals of any material amount due under this Agreement when such amount becomes due and payable and continuance of such default for a period of 30 days following receipt by the Cardinals of written notice that such amount was not paid when due; or

(b) default in the performance, or breach, of any material covenant or agreement of the Cardinals in this Agreement (other than a covenant or agreement a default in the performance or breach of which is specifically dealt with elsewhere in this Agreement, including any covenant or agreement under Sections 3.3, 3.4, 5.9, 5.10, 5.12 or 8.1), and continuance of such default or breach for a period of 60 days after there has been given to the Cardinals by any Public Participant or the Authority a written notice specifying such default or breach and requiring it to be remedied; provided that if such default cannot be fully remedied within such 60-day period, but can reasonably be expected to be fully remedied, such default shall not constitute an Event of Default if the Cardinals shall immediately upon receipt of such notice commence the curing of such default and shall thereafter prosecute and complete the same with due diligence and dispatch; or

(c) any representation or warranty made by the Cardinals in this Agreement proves untrue in any material respect as of the date of the issuance or making thereof and shall not be corrected or brought into compliance within 60 days after there has been given to the Cardinals a written notice specifying such default or breach and requiring it to be remedied; provided that if such default cannot be fully remedied within such 60-day period, but can reasonably be expected to be fully remedied, such default shall not constitute an Event of Default if the Cardinals shall immediately upon receipt of such notice commence the curing of such default and shall thereafter prosecute and complete the same with due diligence and dispatch; or

(d) a material default by the Cardinals under the Lease (after taking into account any applicable grace or cure period therein).

Section 12.2 Remedies of Public Participants. Except as otherwise provided herein, and subject to the provisions of Section 12.6, upon the occurrence and continuance of any Event of Default with respect to the Cardinals under this Agreement, unless the same is waived as provided in this Agreement, the Public Participants shall have the following rights and remedies, in addition to any other rights and remedies provided under this Agreement or by Law:

(a) The Public Participants may pursue any available remedy at Law or in equity by suit, action, mandamus or other proceeding to enforce the payment of the amounts due under this Agreement and the Lease, to realize on any of the Public Participants’ interests in the Project under this Agreement and the Lease, to enforce and compel the performance of the duties and obligations of the Cardinals as set forth in this Agreement and the Lease and to enforce or preserve any other rights or interests of the Public Participants under this Agreement and the Lease with respect to the Project or otherwise existing at Law or in equity.

(b) The Public Participants may terminate all (but not less than all) of this Agreement, the Lease and the Related Agreements (including the Cardinals right of possession of the Ballpark), and may re-enter and take possession of the Ballpark. In such event, this Agreement, the Lease and the Related Agreements and the term and estate granted hereby and thereby shall terminate.

(c) The Public Participants shall be entitled to collect from the Cardinals, and the Cardinals shall be liable for, any damages which may be due or sustained by the Public Participants or the Authority prior to or as a result of such Event of Default, together with all costs, fees and expenses (including reasonable attorneys’ fees, brokerage fees and expenses incurred in placing the Ballpark in rentable condition) incurred by any Public Participant in pursuing any remedies under this Article XII.

(d) Upon the filing of a suit or other commencement of judicial proceedings to enforce the rights of the Public Participants under this Agreement, the Public Participants shall be entitled as a matter of right to the appointment of a receiver or receivers of any money or other property receivable or collectible by the Public Participants or the Authority under this Agreement and the Lease, pending such proceedings, with such powers as the court making such appointment shall confer.

Section 12.3 Certain Equitable or Liquidated Damages.

(a) The Parties acknowledge and agree that (i) the Ballpark Project is being constructed, and the Ballpark Project Bonds are being issued, to enable the Cardinals and the Team to remain in the City and to enable the Team to play its Home Games in the Ballpark and (ii) Section 8.1 of this Agreement is intended to ensure, among other things, that the Cardinals will not relocate the Team.

(b) The Parties acknowledge and agree that (i) particular and highly unique circumstances have given rise to this Agreement, (ii) the Public Participants and the Authority will be immediately, uniquely and irreparably harmed by any violation by the Cardinals of Section 8.1 of this Agreement, (iii) monetary damages could not be calculated to compensate the Public Participants and the Authority for any breach by the Cardinals of Section 8.1 of this Agreement and (iv) the Public Participants and the Authority do not have an adequate remedy at law for the breach by the Cardinals of Section 8.1 of this Agreement.

(c) The Parties acknowledge and agree that the economic, financial, civic and social benefits to the Public Participants and the Authority from the presence of the Cardinals and the Team and the playing by the Team of its Home Games in the City are great, but that the precise value of those benefits is difficult to quantify due to the number of citizens and businesses that rely upon and benefit from the presence of the Cardinals and the Team in the City. Accordingly, the magnitude of the damages that would result from the loss of those benefits due to a violation by the Cardinals of Section 8.1 of this Agreement would be significant in size but difficult to quantify.

(d) The Parties agree that in the event of a material default, violation or breach, or threatened material default, violation or breach, by the Cardinals of any provision of Section 8.1, the sole and exclusive remedy of the Public Participants shall be any one, but not both, of the remedies specified in (i) and (ii) below:

(i) the Public Participants may, without the necessity of posting any bond or other security and without any further showing of irreparable harm, balance of harms, consideration of the public interest or inadequacy of money damages, be entitled to seek and obtain an injunction, specific performance or any other preliminary or permanent equitable relief from any court of competent jurisdiction to prevent such violation or breach, and the Cardinals agree and stipulate that the rights of the Public Participants to equitable relief pursuant to this Section 12.3 shall not constitute a "claim" pursuant to Section 101(5) of the United States Bankruptcy Code and shall not be subject to discharge or restraint of any nature in any bankruptcy proceeding involving the Cardinals; or

(ii) the Public Participants shall be entitled to terminate this Agreement, the Lease and the Related Agreements and receive, and the Cardinals shall pay, liquidated damages in the applicable amount ("Liquidated Damages Amount"), determined as follows based upon the year of the Lease Term in which the violation or breach of Section 8.1 occurs: during the first year of the Lease Term, the Liquidated Damages Amount shall be equal to the actual proceeds of Ballpark Project Bonds deposited into the Ballpark Project Construction Fund hereunder ("Initial Liquidated Damages Amount"), and, on the first day of each year during the Lease Term thereafter, the Liquidated Damages Amount shall be reduced by 1/35 of the Initial Liquidated Damages Amount. The Parties acknowledge that they have negotiated the above amounts in an attempt to make a good faith effort to quantify the amount of damages that would result from a violation of Section 8.1 despite the difficulty in making such determination. Accordingly, in the event the Public Participants, the Authority or any other Person shall collect the above-described liquidated damages, then the Public Participants, the Authority and any such other Person shall not have, and hereby waive, the right to collect additional monetary or any other damages for breach of Section 8.1, whether for lost or prospective profits, or for special, indirect, incidental, consequential, exemplary or punitive damages, or for any other loss or consequence.

Section 12.4 Events of Default by Public Participants. The term "Event of Default," wherever used in this Agreement, means, with respect to the Public Participants, any one of the following events (whatever the reason for such event and whether it is voluntary or involuntary or effected by operation of law or pursuant to any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body):

(a) default in the payment by any Public Participant of any material amount due under this Agreement when such amount becomes due and payable and continuance of such default for a period of 30 days following receipt by such Public Participant of written notice that such amount was not paid when due; or

(b) default in the performance, or breach, of any material covenant or agreement of any Public Participant in this Agreement (other than a covenant or agreement a default the performance or breach of which is specifically dealt with elsewhere in this Agreement) and continuance of such default or breach for a period of 60 days after there has been given to such Public Participant by the Cardinals a written notice specifying such default or breach and requiring it to be remedied; provided that if such default cannot be fully remedied within such 60-day period, but can reasonably be expected to be fully remedied, such default shall

not constitute an Event of Default if such Public Participant shall immediately upon receipt of such notice commence the curing of such default and shall thereafter prosecute and complete the same with due diligence and dispatch; or

(c) any representation or warranty made by any Public Participant in this Agreement proves untrue in any material respect as of the date of the issuance or making thereof and shall not be corrected or brought into compliance with 60 days after there has been given to such Public Participant a written notice specifying such default or breach and requiring it to be remedied; provided that if such default cannot be fully remedied within such 60-day period, but can reasonably be expected to be fully remedied, such default shall not constitute an Event of Default if such Public Participant shall immediately upon receipt of such notice commence the curing of such default and shall thereafter prosecute and complete the same with due diligence and dispatch; or

(d) a material default by any Public Participant or the Authority under the Lease (after taking into account any applicable grace or cure period therein); or

(e) any Public Participant or the Authority shall interfere with the use, possession and enjoyment of the Ballpark by the Cardinals and the Team as permitted by this Agreement and the Lease.

Section 12.5 Remedies of the Cardinals. Subject to the provisions of Section 12.6, upon the occurrence and continuance of any Event of Default with respect to any Public Participant under this Agreement (unless the same is waived as provided in this Agreement), or if a tax or assessment of any kind specified in Section 7.12(b) is levied against or passed through to the Cardinals or any Affiliate of the Cardinals, the Cardinals shall have the following rights and remedies, in addition to any other rights and remedies provided under this Agreement or by Law:

(a) The Cardinals may pursue any available remedy at Law or in equity by suit, action, mandamus or other proceeding to enforce the payment of any amounts due under this Agreement and the Lease, to realize on any of the Cardinals' interests in the Project under this Agreement and the Lease, to enforce and compel the performance of the duties and obligations of the Public Participants as set forth in this Agreement and the Lease and to enforce or preserve any other rights or interests of the Cardinals under this Agreement and the Lease with respect to the Project or otherwise existing at Law or in equity.

(b) The Cardinals may take such action at Law or in equity as may be necessary or appropriate to preserve and ensure the Cardinals' use, possession and enjoyment of the Ballpark in accordance with this Agreement and the Lease.

(c) The Cardinals shall have the right to terminate this Agreement and the Lease (and the Related Agreements, if applicable), to cease making payments hereunder and thereunder and to vacate the Ballpark, or to take any one or more of the foregoing actions.

(d) The Cardinals shall be entitled to collect from the Public Participants, and the Public Participants shall be liable for, any damages which may be due or sustained by the Cardinals prior to or as a result of such Event of Default, together with all costs, fees and expenses incurred by the Cardinals in pursuing any remedies under this Article XII.

(e) The Cardinals shall be entitled to offset the amount of any such tax or assessment, dollar for dollar, against any and all amounts payable hereunder to a Public Participant levying a tax or assessment specified in Section 7.12(b) (including, without limitation, against the corresponding amounts payable under Sections 3.6, 8.7 and 12.3(d)) and against the taxes referred to in Section 13.2(b); provided that the Cardinals shall be entitled to such offset only against such amounts payable to the Public Participant levying such tax or assessment.

Section 12.6 Limited Termination Rights.

(a) Notwithstanding anything to the contrary herein, the Cardinals shall not have any right to terminate this Agreement or the Lease (or Related Agreements, if applicable) following the Closing Date unless (i) any Public Participant or the Authority has taken any action under this Agreement or the Lease (or Related Agreements, if applicable) which materially interferes with the Cardinals' rights of possession and use of the Ballpark pursuant to this Agreement or the Lease or (ii) the Parties shall have failed to fund their share of Extraordinary Capital Costs pursuant to Section 10.3. Any dispute as to whether a Public Participant or the Authority has interfered with the Cardinals' right of possession and use of the Ballpark pursuant to this Agreement or the Lease shall be submitted for judicial determination in St. Louis County, Missouri. If the court finds that (x) a Public Participant or the Authority has interfered with such rights, and (y) the nature and magnitude of such interference is of such extent that termination of this Agreement and the Lease (and, if applicable, any Related Agreements) is an appropriate and just remedy for the Cardinals, and the interfering Party thereafter fails to cease such interference within 30 days after the court's decision, then the Cardinals shall

have the right to terminate this Agreement and the Lease; provided, however, that such termination shall not be allowed so long as the Public Participant or the Authority has promptly commenced a cure for such material interference, diligently proceeds in a reasonable manner to complete the same thereafter, and effectuates such cure as soon reasonably practicable. If the court does not find material interference, then the Cardinals shall have no right to terminate this Agreement or the Lease; however, such determination shall not affect the Cardinals' other rights or remedies under this Agreement.

(b) Notwithstanding anything to the contrary herein, in the event of a dispute between any of the Parties as to whether an Event of Default by the Cardinals has occurred or has been cured under this Agreement or the Lease, including as to the materiality of any representation, warranty or covenant made by the Cardinals hereunder or under the Lease, the Parties agree that, prior to the Public Participants' exercising any right to terminate this Agreement or the Lease (or Related Agreements, if applicable), such dispute shall be submitted to judicial determination in St. Louis County, Missouri. If the court finds that (i) there is an uncured Event of Default on the part of the Cardinals and (ii) the nature and magnitude of the Event of Default is of such extent that termination of this Agreement and the Lease (and, if applicable, any Related Agreements) is an appropriate and just remedy, and the Cardinals thereafter fail to cure such Event of Default within 30 days after the court's decision, then an Event of Default shall be deemed to have occurred and the Public Participants or the Authority (as the case may be) shall have the right to terminate this Agreement and the Lease; provided, however, that such termination shall not be allowed so long as the Cardinals have promptly commenced a cure for such Event of Default, diligently proceed in a reasonable manner to complete the same thereafter, and effectuate such cure as soon reasonably practicable. If the court does not find an uncured Event of Default, then there shall be no right of the Public Participants or the Authority to terminate this Agreement or the Lease; however, such determination shall not affect the Parties' other rights or remedies under this Agreement.

Section 12.7 Default Rate. If any party shall fail to make any payment of any amount payable under this Agreement or the Lease on the date due, which failure shall continue for 30 days after notice of such failure, then such payment shall bear interest thereafter at the Default Rate.

Section 12.8 Rights and Remedies Cumulative. No right or remedy herein conferred upon or reserved to any Party is intended to be exclusive of any other right or remedy, and every right and remedy shall, to the extent permitted by Law, be cumulative and in addition to every other right and remedy given hereunder or now or hereafter existing at law or in equity or otherwise. The assertion or employment of any right or remedy hereunder, or otherwise, shall not prevent the concurrent assertion or employment of any other appropriate right or remedy. No delay or omission of any Party to exercise any right or remedy accruing upon an Event of Default shall impair any such right or remedy or constitute a waiver of any such Event of Default or an acquiescence therein. Every right and remedy given by this Article or by Law may be exercised from time to time, and as often as may be deemed expedient.

Section 12.9 Waiver of Past Defaults. Before any judgment or decree for payment of money due has been obtained by any Party as provided in this Article XII, the non-defaulting Parties may, by written notice delivered to the other Party or Parties, waive any past default hereunder and its consequence. Upon any such waiver, such default shall cease to exist, and any Event of Default arising therefrom shall be deemed to have been cured, for every purpose of this Agreement, but no such waiver shall extend to or affect any subsequent or other default or impair any right or remedy consequent thereon.

Section 12.10 Consolidation of Actions. The Parties agree that any lawsuits, arbitrations, claims or other legal proceedings relating to substantially the same subject matter under this Agreement shall be consolidated into a single proceeding to the fullest extent permitted by applicable Law, except to the extent that such consolidation would materially impair the rights, claims or defenses of any Party.

Section 12.11 Certain Limitations. Notwithstanding any other provision of this Agreement

(a) The Parties agree that the sole and exclusive remedies for failure to comply with the provisions of this Agreement with respect to the commencement or completion of the Ballpark Village Project, including with respect to any generation of New State Revenues or Economic Activity Taxes therefrom, as referred to in Section 2.2(k) and Section 8.8(a) herein or in any other provision of this Agreement, are set forth in Section 3.6(c) and Section 3.6(d).

(b) The sole remedies for a breach or violation by the Cardinals of any provision of Section 3.2 shall be as set forth in the Lease and the Redevelopment Contract.

**ARTICLE XIII
MISCELLANEOUS PROVISIONS**

Section 13.1 Term of Agreement.

(a) The term of this Agreement (the "Term") shall commence, and this Agreement shall become effective (notwithstanding the date hereof), on the Effective Date of this Agreement, and shall terminate on the first to occur of:

- (i) the first date following the Closing Date on which no Ballpark Project Bonds are outstanding and the Lease is not in effect; or
- (ii) the date on which this Agreement is terminated by one of the Parties in accordance with (b) below; or
- (iii) the date on which this Agreement is terminated in accordance with Section 12.2 or Section 12.5; or
- (iv) the date on which this Agreement is terminated by the Cardinals pursuant to Section 5.4, 6.11 or 10.3.

(b) This Agreement may be terminated by any Party at any time prior to the Closing Date or, in the case of (iii) below, the Bond Offering Commitment Date, by written notice to the other Parties in the event that, as a result of unforeseen circumstances, financial market or economic conditions, unanticipated costs, threatened or pending legal proceedings or any other occurrence or circumstance, in the reasonable judgment of such Party:

- (i) there is a significant risk that any material provision of this Agreement is or may be unconstitutional or unlawful or impossible of performance, as evidenced by an opinion of counsel addressed to all of the Parties;
- (ii) the aggregate amount of Ballpark Project Bonds issuable in accordance with this Agreement is less than \$205,000,000 plus all Costs of Issuance;
- (iii) the Ballpark Project Costs are expected to be substantially in excess of the amount contemplated by this Agreement (or cannot be confidently estimated) or the amount to be deposited by the Cardinals in the Ballpark Construction Fund is expected to be in excess of \$108,500,000; or
- (iv) the acquisition, construction, equipping and improvement of the Project has for any reason become financially or economically infeasible.

Section 13.2 Certain Taxes.

(a) The Public Participants acknowledge and agree that the taxes paid and to be paid by the Cardinals have a substantial impact on the operations of the Cardinals, are a significant element of the feasibility of the Project and will be an essential part of the consideration to the Cardinals under this Agreement, the Lease and any Related Agreements.

(b) Subject to applicable Law, the City agrees that it will initiate legislation to reduce the rate of the entertainment license tax levied and collected by the City pursuant to Chapter 8.08 of the City Code (which is presently collected at the rate of 5% on the cost of admission) to the rate of 1.5% with respect to the total gross receipts admissions charges collected at the Ballpark in any year in excess of \$85,000,000. In the event that such legislation is enacted, the Cardinals will thereafter be responsible for all such entertainment license taxes levied in respect of the Ballpark in accordance with the provisions of such legislation.

(c) The Public Participants covenant and agree, to the extent within their power and permitted by applicable Law, not to initiate any legislation, rule or regulation which would levy a non-uniform or disproportionate tax against the Cardinals, the Ballpark or the Ballpark Project Site in relation to the general public or other businesses after the date of this Agreement.

Section 13.3 Tax Covenants. The Parties represent and agree that it is their intention, to the fullest extent possible, that the interest on the Ballpark Project Bonds shall be excluded from gross income for federal income tax purposes. To that end, the Parties agree that this Agreement shall be construed and applied to the fullest extent possible not to require any action or cause any event that would adversely affect such exclusion. The Parties further agree that they will use their best efforts to amend this Agreement, the Lease and the Related Agreements, consistent with the economic terms hereof, in such manner as may be necessary to establish or maintain the exclusion of the interest on the Ballpark Project Bonds from gross income for federal income tax purposes.

In furtherance and without limitation of the foregoing, each of the Parties agrees that it will, and will use its best to cause the Authority (or the applicable issuer of any bonds) to: (a) comply with all applicable provisions of the Code, including Sections 103 and 141 through 150, necessary to maintain the exclusion from gross income for federal income tax purposes of the interest on the Ballpark Project Bonds, (b) not use or permit the use of any proceeds of any Ballpark Project Bonds or any other funds, or take or permit any other action, or fail to take any action, if any such action or failure to take action would adversely affect the exclusion from gross income for federal income tax purposes of the interest on the Ballpark Project Bonds, (c) adopt such ordinances or resolutions and take such other actions as may be necessary to comply with the Code and with all other applicable future laws, regulations, published rulings and judicial decisions, in order to ensure that the interest on the Ballpark Project Bonds will remain excluded from federal gross income, to the extent any such actions can be taken by it, (d) use the proceeds of the Ballpark Project Bonds as soon as practicable and with all reasonable dispatch for the purposes for which the Ballpark Project Bonds are issued, (e) not invest or directly or indirectly use or permit the use of any proceeds of the Ballpark Project Bonds or any other funds in any manner, or take or omit to take any action, that would cause the Ballpark Project Bonds to be “arbitrage bonds” within the meaning of Section 148(a) of the Code, (f) pay or cause the payment from time to time of all rebate amounts required to be paid to the United States pursuant to Section 148(f) of the Code and any Treasury Regulations applicable to the Ballpark Project Bonds from time to time and (g) not use or allow the use of any portion of the proceeds of the Ballpark Project Bonds, including any investment income earned on such proceeds, directly or indirectly, in a manner that would cause any Ballpark Project Bond to be a “private activity bond” within the meaning of Section 141(a) of the Code.

Section 13.4 Arbitration. All disputes, disagreements, controversies or claims which under the specific terms of this Agreement the Parties have agreed to submit to arbitration shall be exclusively and finally settled by binding arbitration conducted before three arbitrators in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. In any arbitration, the parties shall be entitled to conduct discovery in accordance with the applicable rules of the Federal Rules of Civil Procedure, with such modifications thereto as may be mutually agreeable to the parties unless the arbitrators appointed to hear the case rule that discovery should be limited in light of the particular dispute. In the event the parties are unable to agree on the three arbitrators, the parties shall select the three arbitrators by striking alternatively (the first to strike being chosen by lot) from a list of 13 arbitrators designated by the American Arbitration Association. Each of the parties to the arbitration shall bear the cost of the arbitration (including reasonable attorneys’ fees) on such basis as the arbitrators of the matter shall determine. The arbitrators shall be further authorized to take whatever interim or temporary measures deemed necessary, including injunctive relief and measures for the protection or conservation of property. Such interim relief may take the form of an interim award, and the arbitrators may require security for the costs of such measures.

Section 13.5 The Act. The enactment and effectiveness of the Act is required in connection with this Agreement and the issuance of the Ballpark Project Bonds. The Parties agree to use their absolute best efforts to obtain passage by the General Assembly and signature thereafter by the Governor of the Act at the earliest possible time.

Section 13.6 Assignment. Except as provided herein, none of the Parties shall assign or transfer their rights or obligations under this Agreement, the Lease or the Related Agreements without the written consent of the other Parties, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, the Cardinals may, without the necessity of obtaining the consent of the other Parties, assign any or all of its rights under this Agreement, the Lease and the Related Agreements to a person, firm, corporation or entity which acquires the Team pursuant to a Sale and in accordance with applicable Major League Baseball Rules and Regulations, provided that (a) the assignee assumes all of the obligations of the Cardinals pursuant to this Agreement, the Lease and the Related Agreements and to be bound by all of the terms, conditions and provisions thereof pursuant to an instrument of assignment in form and substance reasonably acceptable to the Authority and the Public Participants and (b) if the assignment involves the transfer of more than 50% of the Cardinals ownership and is prior to the Final Completion of the Ballpark Project, the Cardinals shall continue to be liable for their obligations under Section 5.3(a)(ii) unless the Public Participants shall be reasonably satisfied with the financial condition of the assignee. The Cardinals may, without the necessity of obtaining the consent of the other Parties, assign any or all of their rights under this Agreement, the Lease and the Related Agreements to (a) an Affiliate or (b) a third party entity for the sole purpose of the Cardinals (or an Affiliate of the Cardinals) entering into a lease or similar financing arrangement with such third party entity, provided that the Cardinals remain liable for the obligations of the Cardinals hereunder, and any such assignee shall agree to be bound by the provisions of this Agreement, jointly and severally with the Cardinals, in a written instrument executed by such assignee and delivered to the Parties.

Section 13.7 Performance by Affiliates. The Cardinals shall have the right to perform or cause the performance of any of their obligations under this Agreement, including to enter into any contracts and execute any documents required hereby, by or through an Affiliate, and so doing shall not limit or reduce the liability of the Cardinals to the other Parties under this Agreement.

Section 13.8 Notices. All notices, certificates or other communications required or desired to be given hereunder shall be in writing and shall be deemed duly given when mailed by registered or certified mail, postage prepaid, or overnight delivery service addressed as follows:

(a) To the Public Participants:

State of Missouri
Office of Administration
State Capitol
Jefferson City, Missouri 65101
Attention: Commissioner of Administration

State of Missouri
Department of Economic Development
301 West High Street, Room 680
Jefferson City, Missouri 65101
Attention: Director of Economic Development

The City of St. Louis, Missouri
1200 Market Street
St. Louis, Missouri 63103
Attention: Mayor, Room 200
Comptroller, Room 212

St. Louis County, Missouri
St. Louis County Government Center
41 South Central
St. Louis, Missouri 63105
Attention: County Counselor

(b) To the Cardinals:

St. Louis Cardinals
Busch Stadium
250 Stadium Plaza
St. Louis, Missouri 63102
Attention: President

(c) To the Authority:

St. Louis Sports Center Redevelopment Authority

A duplicate copy of each notice, certificate or other communication given hereunder by any Party shall also be given to each of the other Parties and to the Trustees under the Indentures at the addresses specified therein. The Parties and such Trustees may from time to time designate, by notice given hereunder to the Parties, another address to which subsequent notices, certificates or other communications shall be sent.

Section 13.9 No Pecuniary Liability. No provision, covenant or agreement contained in this Agreement, the Lease, the Indentures, the Ballpark Project Bonds or any Related Agreement, or any obligation herein or therein imposed upon the Authority or the Public Participants, or the breach thereof, shall constitute or give rise to or impose upon the Authority or the Public Participants a pecuniary liability or a charge upon the general credit or taxing powers of the Authority or of the Public Participants.

Section 13.10 No Power to Bind. No provision, covenant or agreement contained in this Agreement, the Lease, the Indentures, the Ballpark Project Bonds or any Related Agreement shall give the Cardinals the power to bind the Public Participants or the Authority, except as may be specifically approved in writing in advance by the Public Participants or the Authority.

Section 13.11 Performance by the State Prior to Creation of Authority. To the extent permitted by applicable Law, and except as provided in Section 4.3(g), the State, in consultation with the City and the County, shall perform the obligations of the Authority under this Agreement until such time as the Authority is created and operating.

Section 13.12 Termination of Memorandum of Understanding. Upon the execution of this Agreement by all Parties, the Memorandum of Understanding for New Cardinals Stadium and Ballpark Village dated June 19, 2001, by and among the State, the City, the County and the Cardinals, shall be null and void and of no force and effect.

Section 13.13 Governing Law. This Agreement shall be construed in accordance with and governed by the Law of the State.

Section 13.14 Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns.

Section 13.15 Severability. If for any reason any provision of this Agreement shall be determined to be invalid or unenforceable, the validity and enforceability of the other provisions hereof shall not be affected thereby.

Section 13.16 Execution in Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same instrument.

Section 13.17 Exculpation. No Commissioner of the Authority, no public official and no officer or employee of the Authority or of any Public Participant shall have any personal liability for payment of any claim or for the performance of any duty, obligation or undertaking arising under this Agreement.

Section 13.18 Nondiscrimination. The Cardinals agree that, as an independent covenant running with the Project Site forever, to the extent within the Cardinals' control, there shall be no discrimination upon the basis of race, creed, color, national origin, sex, age, marital status, physical handicap or sexual orientation in the sale, lease, rental, occupancy or use of any of the facilities under the Cardinals' control in the Project Area or any portion thereof and said covenant may be enforced by the Public Participants, the Authority or the United States of America or any of their respective agencies. The Cardinals further agree that a provision containing the covenants in this paragraph shall be included in all agreements pertaining to the lease or conveyance or transfer (by any means) of all or a portion of the Project Site.

Section 13.19 Cooperation. The Parties shall lend friendly assistance and use all reasonable efforts to cooperate in the performance of their responsibilities under this Agreement.

Section 13.20 Sovereign Immunity. Except to the extent specifically waived by the Public Participants or the Authority in this Agreement or the Lease or in any Related Agreement and except to the extent such rights have been waived pursuant to applicable Law or otherwise as a consequence of the execution of this Agreement, nothing contained in this Agreement or the Lease shall be in any manner whatsoever construed as a waiver of rights of sovereign immunity possessed by the Public Participants or the Authority as instrumentalities of the State.

THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in their respective names and caused their respective seals to be affixed thereto, and attested as to the date first above written.

THE CITY OF ST. LOUIS, MISSOURI

By: _____
Francis G. Slay, Mayor

By: _____
Darlene Green, Comptroller

Approved as to form:

Patricia A. Hageman, City Counselor

Attest:

Parrie May, City Register

ST. LOUIS COUNTY, MISSOURI

By: _____
Buzz Westfall, County Executive

Approved as to form:

Patricia Redington, County Counselor

Attest:

Jeannette O. Hook, County Clerk

STATE OF MISSOURI

By: _____
Jacquelyn D. White, Commissioner of Administration

By: _____
Joseph L. Driskill, Director of Economic Development

Approved as to form:

Jeremiah W. Nixon, Attorney General

ST. LOUIS CARDINALS, L.P.

By: _____
Name: _____
Title: _____

**EXHIBIT __
BALLPARK VILLAGE PROJECT**

The Ballpark Village Project shall consist of one or more of the following facilities, or other facilities of comparable size, use and scope, as finally approved in the Redevelopment Contracts relating to the Ballpark Village Project based on existing market conditions and development criteria: residential units, offices, museums, entertainment venues, retail stores, parking, open air plaza and restaurants. Subject to the foregoing, the Ballpark Village Project is presently planned to include:

1. 1,850 parking spaces
2. 400 residential units
3. 470,000 square feet of office space
4. 110,000 square feet of street level, commercial/retail space (ie., restaurant, bookstore, bank branch food mart, daycare, etc.)
5. 16,000 square foot Cardinals Museum
6. 94,000 square foot entertainment attraction (e.g., aquarium)

**EXHIBIT __
RENT**

Rent shall include:

1. The net future value as of the last day of each calendar year of the Lease Term of the payment (\$108,500,000) to be made by the Cardinals pursuant to Section 6.3.
2. The net future value as of the last day of each calendar year of the Lease Term of the payment (\$6,250,000) to be made by the Cardinals pursuant to Section 6.11.
3. The net future value as of the last day of each calendar year of the Lease Term of the value (estimated to be \$20,000,000) of the Ballpark Project Site to be contributed by the Cardinals pursuant to Section 4.6.
4. Amounts payable by the Cardinals for taxes and maintenance and repairs and capital improvements on or with respect to the Project or the Project Site and activities therein and thereon.
5. All of the Authority’s operating costs, including the cost of performing its obligations under this Agreement, up to a maximum amount of \$100,000 in any calendar year.
6. Any amounts or property payable or transferable by the Cardinals under Section 3.6 or Section 8.7 of this Agreement.
7. The amounts, if any, deposited by the Cardinals in the State Naming Rights Fund or the City Naming Rights Fund pursuant to this Agreement.
8. Such other amounts as may be agreed to by the Cardinals and the Authority and set forth in the Lease.

For purposes of the foregoing, net future value as of any determination date of any payment means the future value (computed at the rate of 8%) of such payment on such date less the future value of such payment on the preceding determination date or, in the case of the first such determination, on the original payment date.

**EXHIBIT __
TRANSPORTATION INFRASTRUCTURE PROJECT**

The Transportation Infrastructure Project shall consist of substantially the following facilities:

1. Demolition of existing 8th Street on ramp.
2. Construction of new eastbound access ramp, to include any required street closings, street modifications and property transfers to accommodate construction of the new ramp.
3. Relocation and realignment of 7th and 8th Streets from Walnut Street to a point of connection with 7th Street south of I-40. Includes demolition of old streets and constructions of new portions of streets, sidewalks and curbs. Includes storm sewers for reconstructed streets.
4. Construction of Clark Street between 7th Street and Broadway.
5. Abandonment of Spruce Street.
6. Abandonment of Poplar Street.
7. Modifications to the Eastern Metrolink ramps and construction of a portion of 8th Street above the Metrolink ramps.
8. Modifications to existing 7th Street South of I-40 to enable tie-in to new 7th/8th Streets.
9. Traffic controls and signals.
10. New curbs and sidewalks – partial.
11. New street lighting.
12. Special pavements.

EXHIBIT ____

Ballpark Village Phase I Liquidated Damages

<u>Year</u>	
2009	\$ 500,000
2010	\$ 1,000,000
2011	\$ 1,500,000
2012	\$ 1,750,000
2013	\$ 1,750,000
2014	\$ 1,750,000
2015	\$ 1,750,000
2016	\$ 3,000,000
2017	\$ 3,000,000
2018	\$ 3,000,000
2019	\$ 3,000,000
2020	\$ 3,000,000
2021	\$ 4,000,000

2022	\$ 4,000,000
2023	\$ 4,000,000
2024	\$ 4,000,000
2025	\$ 4,000,000
2026	\$ 5,000,000
2027	\$ 5,000,000
2028	\$ 5,000,000
2029	\$ 5,000,000
2030	\$ 5,000,000
2031	\$ 6,000,000
2032	\$ 6,000,000
2033	\$ 6,000,000
2034	\$ 6,000,000
2035	\$ 6,000,000
Total	\$100,000,000

EXHIBIT _____
PERMITTED ENCUMBRANCES

“Permitted Encumbrances” means, with respect to the Project Site or any portion thereof as of any particular time, the following:

(a) liens for taxes, assessments, and other governmental charges which are not delinquent, or which if delinquent are being contested in good faith by appropriate proceedings and as to which the Cardinals have established adequate reserves with respect thereto (which reserves, if such property is owned by, or being transferred to, the Authority shall be held by a Fiduciary for the benefit of the Authority pending the outcome thereof);

(b) mechanic’s, laborer’s, materialman’s, supplier’s or vendor’s liens not filed of record and similar charges which are not delinquent, or which if filed of record are being contested in good faith and have not proceeded to judgment and as to which the Cardinals shall have established adequate reserves with respect thereto (which reserves, if such property is owned by, or being transferred to, the Authority shall be held by a Fiduciary for the benefit of the Authority pending the outcome thereof);

(c) liens in respect of judgments or awards with respect to which the Cardinals are in good faith currently prosecuting an appeal or proceedings for review, and with respect to which the Cardinals shall have secured a stay of execution pending such appeal or proceedings for review, provided the Cardinals shall have established adequate reserves with respect thereto (which reserves, if such property is owned by, or being transferred to, the Authority shall be held by a Fiduciary for the benefit of the Authority pending the outcome thereof);

(d) utility, access and other easements and rights-of-way, restrictions, encumbrances and exceptions that do not materially affect the marketability of title to such property and do not in the aggregate materially impair the use of such property for the purposes contemplated by the Redevelopment Plan;

(e) such minor defects and irregularities of title as normally exist with respect to property similar in character to the property affected thereby and which do not materially affect the marketability of title to or value of such property and do not materially impair the use of such property for the purposes contemplated by the Redevelopment Plan;

(f) zoning laws, ordinances or regulations and similar restrictions that are not violated by the property affected thereby;

(g) all right, title and interest of the State, municipalities and the public in and to tunnels, bridges and passageways over, under or upon a public way;

(h) rights reserved to, or vested in, any municipality or governmental or other public authority by virtue of any franchise, license, contract or statute to control or regulate any property, or to use such property in any manner, or to purchase, or designate a purchaser of or order the sale of, any property upon payment of cash or reasonable compensation therefor, or to terminate any franchise, license or other rights;

(i) liens, including any lease under which the Cardinals are lessor or lessee, incurred in connection with the financing by the Cardinals' of the portion of the Ballpark Project Costs which is to be paid or funded by the Cardinals, provided that any such lien or lease is subject and subordinate to the rights of the Authority and the Public Participants under this Agreement; and

(j) any other liens on property expressly permitted by this Agreement or approved in writing by the Public Participants.

Exhibit _____

Ballpark-Related Profits from Sale*

Owners' Total Profits	<u>2002</u>	<u>2003</u>	<u>2004</u>	<u>2005</u>	<u>2006</u>	<u>2007</u>	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>
0	2.50	2.50	2.50	2.50	2.22	1.94	1.67	1.39	1.11	0.83	0.56	0.28
50	6.00	6.00	6.00	6.00	5.33	4.67	4.00	3.33	2.67	2.00	1.33	0.67
100	12.00	12.00	12.00	12.00	10.67	9.33	8.00	6.67	5.33	4.00	2.67	1.33
150	18.00	18.00	18.00	18.00	16.00	14.00	12.00	10.00	8.00	6.00	4.00	2.00
200	24.00	24.00	24.00	24.00	21.33	18.67	16.00	13.33	10.67	8.00	5.33	2.67
250	30.00	30.00	30.00	30.00	26.67	23.33	20.00	16.67	13.33	10.00	6.67	3.33
300	42.00	42.00	42.00	42.00	37.33	32.67	28.00	23.33	18.67	14.00	9.33	4.67
350	49.00	49.00	49.00	49.00	43.56	38.11	32.67	27.22	21.78	16.33	10.89	5.44
400	56.00	56.00	56.00	56.00	49.78	43.56	37.33	31.11	24.89	18.67	12.44	6.22
450	63.00	63.00	63.00	63.00	56.00	49.00	42.00	35.00	28.00	21.00	14.00	7.00
500	70.00	70.00	70.00	70.00	62.22	54.44	46.67	38.89	31.11	23.33	15.56	7.78
550	77.00	77.00	77.00	77.00	68.44	59.89	51.33	42.78	34.22	25.67	17.11	8.56
600	96.00	96.00	96.00	96.00	85.33	74.67	64.00	53.33	42.67	32.00	21.33	10.67
650	104.00	104.00	104.00	104.00	92.44	80.89	69.33	57.78	46.22	34.67	23.11	11.56
700	112.00	112.00	112.00	112.00	99.56	87.11	74.67	62.22	49.78	37.33	24.89	12.44
750	120.00	120.00	120.00	120.00	106.67	93.33	80.00	66.67	53.33	40.00	26.67	13.33

* All amounts in millions.

**EXHIBIT _____
REQUISITION CERTIFICATE**

To: [Fiduciary]

Re: Project Construction, Financing and Operation Agreement dated _____, 2002

Your are hereby requested and directed as [Fiduciary] and custodian of the Ballpark Project Construction Fund (the "Fund") created pursuant to the above-referenced Agreement (the "Agreement") to pay from moneys in the Fund, pursuant to the Agreement and Section ___ of the [Indenture], to the following payees the following amounts in payment or reimbursement for the following Ballpark Project Costs (as defined in the Agreement):

<u>Payee</u>	<u>Amount</u>	Description of Ballpark Project Costs
--------------	---------------	---------------------------------------

The undersigned representative of the St. Louis Cardinals, L.P. (the “Cardinals”) hereby states and certifies, on behalf of the Cardinals, that:

1. Each item listed above is a proper Ballpark Project Cost (as defined in the Agreement) that was incurred in the planning, designing, acquisition, constructing or equipping of the Ballpark Project in accordance with the construction contracts and plans and specifications therefor.

2. These costs have been incurred by the Cardinals and are presently due and payable or have been paid by the Cardinals and are reasonable costs that are payable or reimbursable under the Agreement and each item thereof is a proper charge against the Fund.

3. Each item listed above has not previously been paid or reimbursed from moneys in the Fund and no part thereof has been included in any other Requisition Certificate previously filed with the [Fiduciary] under the provisions of the Agreement or the [Indenture] or reimbursed to the Cardinals’ from Ballpark Project Bond proceeds.

4. There has not been filed with or served upon the Cardinals any notice of lien, right to a lien or attachment upon or claim affecting the right of any person, firm or corporation to receive payment of the amounts stated in this request, except to the extent any such lien is being contested in accordance with the provisions of the Agreement.

5. All necessary permits and approvals required for the portion of the work on the Ballpark Project for which this withdrawal is to be made have been issued and are in full force and effect.

6. All work for which payment is now or has heretofore been requested (insofar as such payments relate to the construction and equipping of the Ballpark Project) has been performed in accordance with the plans and specifications therefor.

7. Payment and performance bonds in amounts equal to **100%** of the amount of each contract which is not completed have been obtained covering such contractor or contractors.

8. Lien waivers for costs for which payment is hereby requested have been received and are on file with the Cardinals and will be delivered upon request.

9. Certifications and/or invoices are attached. Yes No

ST. LOUIS CARDINALS, L.P.

By: _____

Title: _____

**EXHIBIT _____
EQUAL OPPORTUNITY AND
DISCRIMINATION GUIDELINES OF THE CITY**

In any contract for work in connection with the Project, the Cardinals including their designees, successors, assigns, or any entity formed to implement the Project of which the Cardinals are an Affiliate, shall comply with all federal, state and local laws, ordinances, or regulations governing equal opportunity and nondiscrimination (Laws). Moreover, the Cardinals shall contractually require their contractors and subcontractors to comply with such Laws.

The Cardinals and their contractor will not contract or subcontract with any party known to have been found in violation of any such Laws or these guidelines.

The Cardinals shall fully comply with Executive Order #28 dated July 24, 1997 relating to minority and women-owned business participation in City contracts.

The Cardinals agree for themselves and their successors and assigns that there shall be covenants to ensure that there shall be no discrimination on the part of the Cardinals, their successors or assigns upon the basis of race, color, creed, national origin, sex, marital status, age, sexual orientation or physical handicap in the sale, lease, rental, use or occupancy of any property, or any improvements erected or to be erected on the Project Site or any part thereof, and those covenants shall run with the land and shall be enforceable by the Public Participants, and the United States of America, as their interests may appear in the Project.

The Cardinals shall fully comply (and ensure compliance by "anchor tenants") with the provision of St. Louis City Ordinance #60275 which is codified at Chapter 3.09 of the Revised Ordinances of the City of St. Louis.

**EXHIBIT ____
CERTIFICATE OF SUBSTANTIAL COMPLETION**

The St. Louis Cardinals, L.P. (the "Cardinals") and _____ of _____, the [Architect/General Contractor] for the Project to which this Certificate relates, pursuant to the Project Construction, Financing and Operation Agreement dated as of _____, 2002 (the "Agreement"), by and among the State, the City and the County (as defined therein) and the Cardinals, hereby certify to the St. Louis Sports Center Redevelopment Authority (the "Authority") as follows:

1. As of _____, 20____, the construction of the [Ballpark Project/Ballpark Village Phase I/Ballpark Village Phase II/Transportation Infrastructure/_____ Component of the Project] (the "_____ Project") (as legally described on Appendix A attached hereto) has been substantially completed in accordance with the Agreement.

2. As of _____, 20____, temporary certificates of occupancy have been issued for the _____ Project.

3. This Certificate of Substantial Completion is accompanied by the [Architect's/General Contractor's] certificate of substantial completion on AIA Form G-704 (or the substantial equivalent thereof), a copy of which is attached hereto, certifying that the facilities which constitute the _____ Project have been substantially completed in accordance with the Agreement.

4. This Certificate of Substantial Completion is being issued by the Cardinals and _____ to the Authority in accordance with the Agreement to evidence the Cardinals' satisfaction of all obligations and covenants with respect to the substantial completion of the facilities which constitute the _____ Project.

5. The Authority's acceptance (below) or the Authority's failure to object in writing to this Certificate of Substantial Completion within 30 days of the date of delivery of this Certificate to the Authority (which written objection, if any, must be delivered to the Cardinals prior to the end of such 30 day period), and the recordation of this Certificate of Substantial Completion with the City of St. Louis Recorder of Deeds, shall evidence the satisfaction of the Cardinals agreements and covenants to perform the substantial completion of the _____ Project with respect to which this Certificate of Substantial Completion relates.

This Certificate of Substantial Completion shall be recorded in the office of the City of St. Louis Recorder of Deeds. This Certificate of Substantial Completion is given without prejudice to any rights against third parties which exist as of the date hereof or which may subsequently come into being.

Terms not otherwise defined herein have the meanings given to them in the Agreement.

IN WITNESS WHEREOF, the undersigned has hereunto set his/her hand this ____ day of _____, 20____.

ST. LOUIS CARDINALS, L.P.

By: _____
Name: _____
Title: _____

[ARCHITECT/GENERAL CONTRACTOR]

By: _____
Name: _____
Title: _____

ACCEPTED:

ST. LOUIS SPORTS CENTER
REDEVELOPMENT AUTHORITY

By: _____
Name: [Print] _____
Title: _____

EXHIBIT ____
CERTIFICATE OF FINAL COMPLETION

The St. Louis Cardinals, L.P. (the "Cardinals") and _____ of _____, the [Architect/General Contractor] for the Project to which this Certificate relates, pursuant to the Project Construction, Financing and Operation Agreement dated as of _____, 2002 (the "Agreement"), by and among the State, the City and the County (as defined therein) and the Cardinals, hereby certify to the St. Louis Sports Center Redevelopment Authority (the "Authority") as follows:

1. As of _____, 20____, the construction of the [Ballpark Project/Ballpark Village Phase I/Ballpark Village Phase II/Transportation Infrastructure/_____ Component of the Project] (the "_____ Project") (as legally described on Appendix A attached hereto) has been completed in accordance with the Agreement.

2. As of _____, 20____, final certificates of occupancy have been issued for the _____ Project.

3. The list of items to be completed or corrected, if any, attached to the [Architect's/General Contractor's] certificate of substantial completion on AIA Form G-704 (or the substantial equivalent thereof) submitted with the Certificate of Substantial Completion have been completed or corrected in accordance with the Agreement.

4. This Certificate of Final Completion is being issued by the Cardinals and to the Authority in accordance with the Agreement to evidence the Cardinals' satisfaction of all obligations and covenants with respect to the facilities which constitute the _____ Project.

5. The Authority's acceptance (below) or the Authority's failure to object in writing to this Certificate of Final Completion within 30 days of the date of delivery of this Certificate to the Authority (which written objection, if any, must be delivered to the Cardinals prior to the end of such 30 day period), and the recordation of this Certificate of Final Completion with the City of St. Louis Recorder of Deeds, shall evidence the satisfaction of the Cardinals agreements and covenants to perform the _____ Project with respect to which this Certificate of Final Completion relates.

This Certificate shall be recorded in the office of the City of St. Louis Recorder of Deeds. This Certificate of Final Completion is given without prejudice to any rights against third parties which exist as of the date hereof or which may subsequently come into being.

Terms not otherwise defined herein have the meanings given to them in the Agreement.

IN WITNESS WHEREOF, the undersigned has hereunto set his/her hand this ____ day of _____, 20____.

ST. LOUIS CARDINALS, L.P.

By: _____
Name: _____
Title: _____

[ARCHITECT/GENERAL CONTRACTOR]

By: _____
Name: _____
Title: _____

ACCEPTED:

ST. LOUIS SPORTS CENTER
REDEVELOPMENT AUTHORITY

By: _____
Name: [Print] _____
Title: _____

Approved: March 20, 2002