

ORDINANCE #67409
Board Bill No. 409
Committee Substitute

AN ORDINANCE AFFIRMING ADOPTION OF A DEVELOPMENT PLAN, DEVELOPMENT AREA, AND DEVELOPMENT PROJECT UNDER THE AUTHORITY OF THE MISSOURI DOWNTOWN AND RURAL ECONOMIC STIMULUS ACT, SECTIONS 99.915 TO 99.1060 OF THE REVISED STATUTES OF MISSOURI, AS AMENDED (THE "ACT"); AUTHORIZING AND DIRECTING THE EXECUTION OF A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF ST. LOUIS AND BALLPARK VILLAGE HOLDING COMPANY, LLC IN ACCORDANCE WITH THE ACT AND SAID DEVELOPMENT PLAN; PRESCRIBING THE FORM AND DETAILS OF SAID AGREEMENT; MAKING CERTAIN FINDINGS AS REQUIRED BY THE ACT WITH RESPECT TO SAID AGREEMENT; DESIGNATING BALLPARK VILLAGE HOLDING COMPANY, LLC AS DEVELOPER OF THE DEVELOPMENT AREA IN ACCORDANCE WITH THE ACT; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AUTHORIZING OTHER RELATED ACTIONS by city officials IN CONNECTION WITH THE agreement and the DEVELOPMENT OF CERTAIN PROPERTY WITHIN THE DEVELOPMENT AREA; AND CONTAINING A SEVERABILITY CLAUSE.

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

WHEREAS, the Missouri Downtown and Rural Economic Stimulus Act, Sections 99.915 to 99.1060 of the Revised Statutes of Missouri, as amended (the "Act"), authorizes cities to undertake development projects in development areas, as defined in the Act; and

WHEREAS, the Board of Aldermen of the City created the Downtown Economic Stimulus Authority of the City of St. Louis (the "Authority") pursuant to Ordinance No. 67097; and

WHEREAS, the Act authorizes the Authority to hold hearings with respect to proposed development areas, plans and projects and to make recommendations thereon to the Board of Aldermen; and

WHEREAS, the Authority has reviewed a plan for development titled "MODESA Development Plan for Ballpark Village" (the "Development Plan"), for the Development Area, as more fully described in the Development Plan; and

WHEREAS, the Development Plan contemplates the remediation of blighting conditions within the Development Area through construction of retail, entertainment, commercial and residential development, as well as site work, landscaping, utility relocation, streetscape, parking and other infrastructure improvements, as more fully described therein (collectively, the "Development Project"); and

WHEREAS, the Authority held a public hearing in conformance with the Act on January 18, 2007, and received comments from all interested persons and taxing districts relative to the Development Plan, the designation of the Development Area and the adoption and approval of the Development Project; and

WHEREAS, on January 18, 2007, after due deliberation, the Authority adopted a resolution recommending, among other matters, that the Board of Aldermen designate the Development Area as a "development area" pursuant to the Act, adopt the Development Plan and the Development Project, and adopt development financing within the Development Area; and

WHEREAS, pursuant to Ordinance No. _____ [Board Bill No. _____], the Board of Aldermen has determined that adoption of the Development Plan and completion of the Development Project is of economic significance to the City, will serve to benefit the general welfare, qualifies for the use of tax increment allocation financing to alleviate the conditions that qualify it as a "development area" as provided in the Act, and further, that development of the Development Area in accordance with the Development Plan is not financially feasible without the adoption of development financing and would not otherwise be completed; and

WHEREAS, the Development Area qualifies for the use of development financing to alleviate the conditions that qualify it as a "blighted area" as provided in the Act and as set forth herein; and

WHEREAS, it is necessary and desirable and in the best interest of the City to enter into the Development Agreement with Ballpark Village Holding Company, LLC (the “Developer”), in order that Developer may complete the Development Project; and

WHEREAS, pursuant to the provisions of the Act, the City is authorized to enter into a Development agreement with Ballpark Village Holding Company, LLC, as Developer, setting forth the respective rights and obligations of the City and Developer with regard to the development of the Development Area (the “Development Agreement”); and

WHEREAS, the Board of Aldermen hereby determines that the terms of the Development Agreement attached as **Exhibit A** hereto and incorporated herein by reference are acceptable and that the execution, delivery and performance by the City and the Developer of their respective obligations under the Development Agreement are in the best interests of the City and the health, safety, morals and welfare of its residents, and in accord with the public purposes specified in the Act and the Development Plan.

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

SECTION ONE. The Board of Aldermen hereby ratifies and confirms its approval of the Development Plan, Development Area, and Development Project. The Board of Aldermen further finds and determines that it is necessary and desirable to enter into the Development Agreement with Ballpark Village Holding Company, LLC, as developer of the Development Area, in order to implement the Development Project and to enable the Developer to carry out its proposal for development of the Development Project.

SECTION TWO. The Board of Aldermen finds and determines that the assistance of development financing is necessary and desirable in order to implement the Development Project and to enable Ballpark Village Holding Company, LLC, as developer of the Development Area, to carry out its proposal for development of the Development Project.

SECTION THREE. The Board of Aldermen hereby approves, and the Mayor and Comptroller of the City are hereby authorized and directed to execute, on behalf of the City, the Development Agreement by and between the City and the Developer in substantially the same form attached hereto as Exhibit A, with such changes as are authorized pursuant to Section Five hereof, and the City Register is hereby authorized and directed to attest to the Development Agreement and to affix the seal of the City thereto. The Development Agreement shall be in substantially the form attached, with such changes therein as shall be approved by said Mayor and Comptroller executing the same and as may be consistent with the intent of this Ordinance and necessary and appropriate in order to carry out the matters herein authorized.

SECTION FOUR. The Mayor and Comptroller of the City or their designated representatives are hereby authorized and directed to take any and all actions to execute and deliver for and on behalf of the City any and all additional certificates, documents, agreements or other instruments as may be necessary and appropriate in order to carry out the matters herein authorized, with no such further action of the Board of Aldermen necessary to authorize such action by the Mayor and the Comptroller or their designated representatives.

SECTION FIVE. The Mayor and the Comptroller or their designated representatives, with the advice and concurrence of the City Counselor and after approval by the Board of Estimate and Apportionment, are hereby further authorized and directed to make any changes to the documents, agreements and instruments approved and authorized by this Ordinance as may be consistent with the intent of this Ordinance and necessary and appropriate in order to carry out the matters herein authorized, with no such further action of the Board of Aldermen necessary to authorize such changes by the Mayor and the Comptroller or their designated representatives.

SECTION SIX. It is hereby declared to be the intention of the Board of Aldermen that each and every part, section and subsection of this Ordinance shall be separate and severable from each and every other part, section and subsection hereof and that the Board of Aldermen intends to adopt each said part, section and subsection separately and independently of any other part, section and subsection. In the event that any part, section or subsection of this Ordinance shall be determined to be or to have been unlawful or unconstitutional, the remaining parts, sections and subsections shall be and remain in full force and effect, unless the court making such finding shall determine that the valid portions standing alone are incomplete and are incapable of being executed in accord with the legislative intent.

EXHIBIT A
Form of Development Agreement by and between the
City of St. Louis and the Developer

(Attached hereto.)

DEVELOPMENT AGREEMENT
Between the
CITY OF ST. LOUIS, MISSOURI,
And
BALLPARK VILLAGE HOLDING COMPANY, LLC

Dated as of

_____, 2007

BALLPARK VILLAGE DEVELOPMENT PROJECT

ARTICLE I DEFINITIONS, developer designation, AND COSTS/FEES

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- Section 7.2 Obligations and Agreements of City
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EXHIBITS

EXHIBIT A	Legal Description of the Development Area
EXHIBIT B	Phase I Project Components, Essential Elements and Commencement/Completion Deadlines
EXHIBIT C	Maximum Reimbursable Development Project Costs and Minimum Developer Subordinate Bond Purchase
EXHIBIT D	Reserved.
EXHIBIT E	List of Tenants at Other Projects
EXHIBIT F	Form of Certificate of Commencement of Construction
EXHIBIT G	Form of Certificate of Reimbursable Development Project Costs
EXHIBIT H	Form of Certificate of Substantial Completion
EXHIBIT I	Reserved.
EXHIBIT J	Equal Opportunity and Nondiscrimination Guidelines
EXHIBIT K	Form of Quarterly Information Form
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EXHIBIT M	Form of Completion Guaranty
EXHIBIT N	Project Budget
EXHIBIT O	Form of Issuer Mortgage
EXHIBIT P	Form of Issuer Note
EXHIBIT Q	Form of Draw Schedule
EXHIBIT R	Reserved

- EXHIBIT S M/WBE Subcontractors List
- EXHIBIT T M/WBE Utilization Statement
- EXHIBIT U Description of Terms of Issuer Mortgage and Note

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this “Agreement”) is made and entered into as of this _____ day of _____, 2007 (the “Effective Date”), by and between the CITY OF ST. LOUIS, MISSOURI (the “City”), a city and political subdivision duly organized and existing under its charter and the Constitution and laws of the State of Missouri, and BALLPARK VILLAGE HOLDING COMPANY, LLC, (the “Developer”), a limited liability company duly organized and existing under the laws of the State of Delaware.

RECITALS

A. Developer is a limited liability company formed by an affiliate of St. Louis Cardinals, LLC (the “Cardinals”) and an affiliate of The Cordish Company, a Maryland corporation (“Cordish”) for the purpose of owning and developing the Development Area, and each of such affiliates owns a 50% membership interest in Developer.

B. Pursuant to Ordinance No. 67097, adopted and approved on _____, 2006, the Board of Aldermen duly formed the Downtown Economic Stimulus Authority of the City of St. Louis (the “Authority”), in accordance with the Missouri Downtown and Rural Economic Stimulus Act, Sections 99.915 through 99.1060 of the Revised Statutes of Missouri, as amended (the “MODESA Act”), and empowered the Authority to transact business and exercise its powers as authorized by the MODESA Act.

C. On December 18, 2006, Developer submitted to the Authority a proposal for the redevelopment of the property commonly known as “Ballpark Village,” which property is located generally within the boundaries of Walnut Street on the north, Broadway on the east, Clark Avenue on the south, and 8th Street on the west.

D. On January 18, 2007, following a public hearing in accordance with the MODESA Act, the Authority adopted a resolution approving a Development Plan titled “MODESA Development Plan: Ballpark Village” dated January 4, 2007, as amended January 11, 2007 and January 18, 2007 (the “Development Plan”), the Development Project described in the Development Plan (the “Development Project”) and the Development Area, and recommending that the Board of Aldermen: (1) adopt an ordinance in the form required by the Act (a) approving the Development Plan, (b) approving and designating the Development Area as a “Development Area” as provided in the Act, (c) approving the Development Project, and (d) creating the Ballpark Village Special Allocation Fund; and (2) adopt development financing with respect to the Development Area by passage of an ordinance complying with the terms of Section 99.957 of the Act.

F. On _____, after due consideration of the Authority’s recommendations, the Board of Aldermen adopted Ordinance No. _____ [Board Bill No. _____] designating the Development Area as a “Development Area” as provided in the MODESA Act, approving the Development Plan, and approving the Development Project described in the Development Plan.

G. On _____, the Board of Aldermen adopted Ordinance No. _____ [Board Bill No. _____] designating the Developer as developer of the Development Area under the terms and conditions as set forth herein, and authorizing the City to enter into this Agreement with Developer.

H. The Board of Aldermen has heretofore determined that designation of Developer as developer for the Development Area and the fulfillment generally of this Agreement are in the best interests of the City, and the health, safety and welfare of its residents, and in accord with the public purposes specified in the Development Plan.

I. Subject to the terms of this Agreement, Developer intends to develop the Development Area as a mixed-use area including approximately 360,000 square feet of Leasable Area of Retail/Entertainment/Restaurant Space, approximately 100,000 square feet of Leasable Area of office space, approximately 250 residential condominium units, and approximately 1,200 underground parking spaces.

AGREEMENT

Now, therefore, in consideration of the premises and promises contained herein and other good and valuable consideration, the adequacy and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

**ARTICLE I.
DEFINITIONS, developer designation, AND COSTS/FEES**

Section 1.1 Definitions. As used in this Agreement, the following words and terms shall have the following meanings:

“Acceptable Financial Institution” means: (a) (1) a savings bank, a savings and loan association, a bank (national) or trust company, an insurance company, a REMIC, a commercial credit corporation, an investment bank, a hedge fund or private equity fund or an educational institution, (2) a federal, state, municipal, teachers or other public employees’ welfare pension or retirement trust, fund or system, (3) a commercial bank or trust company acting as trustee or fiduciary of various pension funds or tax-exempt funds, or as trustee in connection with the issuance of any bonds or any other debt financing, or a corporation or other entity which is owned wholly by any other Mortgagee or a subtrustee of any such commercial bank or trust company acting as such trustee, or any combination of the foregoing, (4) any other employees, welfare, pension or retirement trust, fund or system having assets of at least \$350,000,000, (5) any real estate investment or mortgage trust having assets of at least \$500,000,000, (6) any corporation, organization or other entity not referred to in the foregoing provisions of this sentence, and which is subject to supervision and regulation by the insurance or banking department of any of the United States, the Board of Governors of the Federal Reserve System, the Comptroller of the Currency, the Federal Deposit Insurance Corporation of the Federal Savings and Loan Insurance Corporation or by any successor hereafter exercising similar functions having a net worth of at least \$500,000,000 or (7) a Community Development Entity or subsidizing Community Development Entity under the New Market Tax Credit Program; or (b) a Related Entity of an Acceptable Financial Institution; or (c) such other entity or institution as may be approved by the City in the exercise of its reasonable discretion; provided, however, that in no event (absent the approval of the City in its sole discretion) shall this definition any entity that is an affiliate or Related Entity of Developer or its members.

“Acceptable Tenants” means: (a) with respect to the Retail/Entertainment/Restaurant Space within the Development Project, tenants substantially similar in type and quality as those tenants listed on Exhibit E, attached hereto and incorporated herein by this reference or other tenants of substantially similar or better quality that would complement an urban entertainment center type project, such as the Power Plant in Baltimore, Maryland, Power Plant Live in Baltimore, Maryland, Fourth Street Live in Louisville, Kentucky, Bayou Place in Houston, Texas and Seminole Paradise, in Hollywood, Florida or a “Main Street” type life style center, such as Boulevard at the Capital Centre, in Prince George’s County, Maryland (the current tenants of which are listed on Exhibit E); and (b) with respect to the office space, traditional office Users.

“Acquisition Costs” means all costs of acquiring a fee simple interest in the Property, including, but not limited to the cost of land and improvements; brokerage commissions; costs of title commitments, reports or policies; surveys; engineering fees, environmental remediation, soil, hazardous waste and other site and property-related reports and expenses; appraisals; professional fees of any kind or nature, including attorneys’ fees, filing fees, recording fees, experts’ fees; and all litigation costs, including commissioners’ awards, judgments, payments in settlement of litigation, and all associated court costs, fees and expenses.

“Agreement” means this Development Agreement, as the same may be from time to time modified, amended or supplemented in writing by the parties hereto.

“Approving Ordinance” means Ordinance No. ____ [Board Bill No. ____] designating the Development Area, approving the Development Plan, approving the Development Project and adopting development financing.

“Authority” means the Downtown Economic Stimulus Authority of the City of St. Louis, Missouri.

“Authorizing Ordinance” means Ordinance No. ____ [Board Bill No. ____], approving the selection of the Developer and authorizing the City to enter into this Agreement with Developer.

“Available Revenues” means all monies on deposit from time to time (including investment earnings thereon) in the following accounts established in accordance with Section 6.1 hereof: (a) the PILOTS Account; (b) the TDD Revenues Account; (c) the CID Revenues Account; (d) subject to annual appropriation, the Dedicated Municipal Revenues Account; (e) subject to annual appropriation, the New State Revenues Account; and (f) subject to annual appropriation, the EATS Account that have been

appropriated to the repayment of the Bonds, excluding: (i) any amount paid under protest until the protest is withdrawn or resolved against the taxpayer or (ii) any sum received by the City which is the subject of a suit or other claim communicated to the City which suit or claim challenges the collection of such sum.

“BHOFF Property” means that property commonly known as the International Bowling Museum and Hall of Fame located at 111 Stadium Plaza, St. Louis, Missouri 63102.

“Board of Aldermen” means the Board of Aldermen of the City.

“Board of Estimate and Apportionment” means the Board of Estimate and Apportionment of the City.

“Bond Counsel” means an attorney at law or a firm of attorneys of nationally recognized standing in matters pertaining to the tax-exempt nature of interest on special limited obligations issued by states and their political subdivisions in the State of Missouri, duly admitted to the practice of law before the highest court of any state of the United States of America or the District of Columbia, selected by the Issuer of the Bonds and approved by the City and the Developer to provide advice and counsel and other legal services in connection with the issuance of the Bonds. The parties agree that Gilmore & Bell, P.C., shall initially be the Bond Counsel. The City shall use its best efforts to cause the Issuer of the Bonds to terminate the services of any Bond Counsel for cause upon the written request of both the Developer and the City at any time prior to the issuance of the Bonds, which written request shall specify such cause.

“Bond Documents” means the Bond Indenture and all other documents or instruments evidencing, securing or relating to the Bonds.

“Bond Indenture” means the indenture relating to the Bonds to be entered into between the Issuer and the Bond Trustee.

“Bond Proceeds” means the gross cash proceeds from the sale of Bonds before payment of Issuance Costs, together with any interest earned thereon.

“Bond Trustee” means the trustee under the Bond Indenture.

“Bond Year” means a one-year period ending annually on a date designated in the Bond Indenture.

“Bonds” means the Priority Bonds and the Subordinate Bonds, collectively.

“Budget” means a Development Project budget submitted by the Developer and attached hereto as Exhibit N, which budget separately details the costs associated with the residential condominium portion of the Development Project and the costs associated with the non-residential portion of the Development Project, as such Budget may be modified in accordance with Section 3.1(c) hereof.

“Business Days” means weekdays Monday through Friday, exclusive of bank holidays in the State of Missouri as established by the Federal Reserve Board.

“Certificate of Commencement of Construction” means a document substantially in the form of Exhibit F, attached hereto, delivered by Developer to the City and/or its designee in accordance with this Agreement and evidencing the Developer’s substantial satisfaction and compliance with the conditions to commencement of construction as set forth in such Certificate and elsewhere in this Agreement.

“Certificate of Reimbursable Development Project Costs” means a document substantially in the form of Exhibit G, attached hereto, provided by the Developer in accordance with this Agreement and the Bond Indenture, evidencing the Developer’s substantial compliance with the conditions to submission of such Certificate as set forth in such Certificate and elsewhere in this Agreement and Reimbursable Development Project Costs incurred by the Developer.

“Certificate of Substantial Completion” means a document substantially in the form of Exhibit H, attached hereto, issued by the Developer to the City in accordance with this Agreement and evidencing the Developer’s substantial satisfaction and compliance with the conditions to submission of such Certificate as set forth in such Certificate and elsewhere in this Agreement that the Component or Subcomponent for which such Certificate is submitted has achieved Substantial Completion.

“**CID**” means the Ballpark Village Community Improvement District created by the City and maintained pursuant to the CID Act and Section 2.14 hereof.

“**CID Act**” means the Community Improvement District Act, Sections 67.1401 – 67.1571, Revised Statutes of Missouri, as amended.

“**CID Administrative Costs**” means actual, reasonable and necessary overhead expenses of the CID for administration, supervision and inspection incurred in connection with the CID Project and paid initially by the Developer, in an amount not to exceed Fifteen Thousand Dollars (\$15,000.00) per year, and subject to reimbursement in accordance with this Agreement and, upon the first deposit of CID Revenues into the Operating Fund, paid by the CID out of the Operating Fund, including without limitation the following: (a) reimbursement of reasonable and necessary expenses incurred by the City pursuant to Section 67.1461.3 of the CID Act to establish the CID and review the CID’s annual budgets and reports (in an amount not to exceed a mutually agreeable percentage of the CID Revenues collected in the applicable year, as provided in the Cooperation Agreement); (b) reimbursement of the petitioners for the actual, reasonable and necessary costs of filing and pursuing the petition to establish the CID and all publication and incidental costs incurred therewith; and (c) reimbursement of the CID’s Board of Directors for actual, reasonable and necessary expenditures in the performance of authorized duties on the behalf of the CID.

“**CID Project**” means that portion of the Development Project or that portion of a Component, the costs of which are eligible for financing or reimbursement by the CID pursuant to the CID Act.

“**CID Revenues**” means revenues of the CID from the CID Sales Tax, if any, the CID Sources, if any, and the CID Ticket Tax, if any, imposed in accordance with the CID Act, less any such revenues transferred to the Operating Fund to pay CID Administrative Costs. CID Revenues do not include (i) any amount paid under protest until the protest is withdrawn or resolved against the taxpayer or (ii) any sum received by the CID that is the subject of a suit or other claim communicated to the CID, which suit or claim challenges the collection of such sum.

“**CID Revenues Account**” means the account to be created in accordance with Section 6.1 of this Agreement into which CID Revenues shall be deposited.

“**CID Sales Tax**” means the community improvement district sales tax, if any, levied by the CID in an amount not to exceed one percent (1%) in accordance with the Section 67.1545 of the CID Act and Section 2.14 and Section 2.17 of this Agreement, including the Springing District Sales Tax, if levied by the CID.

“**CID Sources**” means any and all revenues generated by any one or more of the assessments, taxes, or other funding methods specifically authorized pursuant to the CID Act to provide funds, other than the CID Sales Tax or CID Ticket Tax. “**CID Ticket Tax**” means the Ticket Tax, if any, levied by the CID in accordance with the CID Act and Sections 2.14 and 2.17 of this Agreement.

“**City**” means the City of St. Louis, Missouri, a city and political subdivision duly organized and existing under its charter and the Constitution and laws of the State of Missouri.

“**Closing**” means the issuance of the Bonds, and the private placement and/or public sale of the Bonds, and the execution of other documents necessary to effect such issuance and placement/sale, and the execution of other documents necessary to meet the conditions precedent to Closing specified in Section 5.3 and Section 5.4. Closing may occur with respect to a particular Component of the Development Project or with respect to both Components, as such Components are identified in Exhibit B attached hereto and incorporated herein by this reference.

“**Closing Date**” means the date a Closing occurs, following satisfaction or waiver of all conditions precedent to Closing set forth in this Agreement.

“**Completion Guaranty**” means a completion guaranty by Cordish Family I, LLC, an Alaska limited liability company, whereby Cordish Family I, LLC (a) guarantees Developer’s performance of its obligations hereunder to achieve Substantial Completion of the Work or the applicable Component and guarantees Developer’s obligation to make scheduled interest payments on the Bonds in accordance with Section 4.3(g) hereof; and (b) permits the Completion Guaranty to be pledged in any way necessary to further the issuance of the Bonds as provided in Section 7.4 hereof, in substantially the form of Exhibit M attached hereto.

“**Components**” means collectively, Component A and Component B, each a “**Component.**”

“**Component A**” means a portion of the Work consisting of: (a) a minimum of 324,000 square feet of Leasable Area of Retail/Entertainment/Restaurant Space, (b) a minimum of 100,000 square feet of Leasable Area of office space, (c) not more than 1,200 parking spaces, and (d) a minimum of \$15,000,000 in construction of streetscape and other site improvements (collectively, the “Essential Elements”) as such Essential Elements of Component A may be modified by Developer pursuant to Section 3.1(c). With respect to such parking spaces, Developer shall use best efforts to cause all such parking spaces to be located below grade, and in the event that the number of parking spaces in Component A is less than 1,200 and/or in the event that all such parking spaces are not located below grade the Incentive Amount with respect to any parking spaces not located below grade shall be reduced in a manner acceptable to City, based upon Developer’s reasonable costs of constructing such spaces.

“**Component B**” means a portion of the Work consisting of: (a) a minimum of 225 residential units, and (b) at Developer’s option in accordance with Section 3.1(c), approximately 36,000 square feet of Leasable Area of Retail/Entertainment/Restaurant Space; provided, however, that Component B or any portion thereof may be included in Component A.

“Comptroller” means the Comptroller of the City.

“**Construction Plans**” means plans, drawings, specifications and related documents, and construction schedules for the construction of a Component, together with all supplements, amendments or corrections, submitted by the Developer and approved by the City pursuant to the City standard process for the issuance of building permits.

“**Cooperation Agreement**” means that certain Intergovernmental Cooperation Agreement entered into by and among the TDD, the CID and the City relating to the administration of the TDD and the CID, pursuant to Sections 2.13 and 2.16 of this Agreement.

“**Costs of Issuance Account**” means the Costs of Issuance Account created in the Bond Indenture.

“**Debt Service Reserve Account**” means the Debt Service Reserve Account created in the Bond Indenture.

“**Dedicated Municipal Revenues**” means, subject to annual appropriation, twenty-five percent (25%) of the total Municipal Revenues.

“**Dedicated Municipal Revenues Account**” means the account by that name created in Section 6.1 of this Agreement or the fund by that name under the Bond Indenture, as the context requires, into which the Dedicated Municipal Revenues shall be deposited.

“**Developer**” means Ballpark Village Holding Company, LLC, a limited liability company duly organized and existing under the laws of the State of Delaware, and authorized to do business in the State of Missouri, or its permitted successors or assigns in interest.

“**Development Area**” means the real property described in Exhibit A, attached hereto and incorporated herein by reference, as such area may be modified pursuant to any amendment to the Development Plan made in accordance with the terms of this Agreement.

“**Development Plan**” means the plan entitled “MODESA Development Plan: Ballpark Village” dated January 4, 2007, and as amended on January 18, 2007, as recommended by the Authority on January 18, 2007, and approved by the City pursuant to the Approving Ordinance, as may be subsequently amended from time to time.

“**Development Project**” means the development of the Development Area as a mixed-use area including approximately 360,000 square feet of Leasable Area of Retail/Entertainment/Restaurant Space, approximately 100,000 square feet of Leasable Area of office space, approximately 250 residential condominium units, and approximately 1,200 parking spaces, all as further set forth in the Development Plan approved by the Approving Ordinance, as may be modified from time to time pursuant to and in accordance with this Agreement, provided, however, that in no event shall the Development Project contain less than those Essential Elements comprising Component A as described in Exhibit B attached hereto.

“**Development Project Area**” means that portion of the Development Area on which the Development Project shall be constructed, as shall be identified in the Preliminary Plans.

“Development Project Costs” means Local Development Project Costs and State Development Project Costs.

“Development Proposal” means the document on file with SLDC dated December 18, 2006, and titled “Application for Development Financing—Ballpark Village Plan and Project.”

“Disadvantaged Business Enterprise Program” shall mean the program described in Section Seven of Ordinance 67231 of the City of St. Louis.

“Disposition” means a sale, lease, assignment, or other transaction by which all or a part of Developer’s interest in the Development Project and/or this Agreement is passed on to another Person; such term shall not include space and ground leases with Users, sale of condominium units to Users, or operating agreements with occupants concerning the Development Project made in accordance with this Agreement, and shall not include the granting of a Mortgage.

“Draw Schedule” shall mean the Draw Schedule attached hereto as Exhibit Q and incorporated herein by reference.

“EATs Account” means the account to be created in accordance with Section 6.1 of this Agreement into which fifty percent (50%) of the Economic Activity Taxes shall be deposited in accordance with Section 99.957.4 of the MODESA Act.

“Economic Activity Taxes” or “EATs” shall have the meaning ascribed to such term in Section 99.918(12) of the MODESA Act, excluding such economic activity taxes that are not legally permitted to be deposited into the Special Allocation Fund pursuant to Section 99.957 and Section 99.918(12) of the MODESA Act. Economic Activity Taxes shall also include sales taxes levied by the CID and/or the TDD.

“Effective Date” means the date upon which this Agreement has been fully executed by the Developer and the City.

“Financing Team” means, collectively, one or more underwriters and/or financial advisors selected by the Issuer of the Bonds and approved by the City and the Developer in connection with the issuance of the Bonds. The parties agree that Stifel, Nicolaus & Co., Inc. shall initially be the lead underwriter and manager of the Financing Team. The City shall cause the Issuer of the Bonds to terminate the services of any Financing Team member for cause upon the written request of both the Developer and the City at any time prior to the issuance of the Bonds, which written request shall specify such cause.

“Financing Ordinance” means such ordinance or ordinances to be adopted by the Board of Aldermen, authorizing the issuance of the Bonds, the Bond Indenture, and the pledge of the Available Revenues to the payment of the Bonds, and all related ordinances, resolutions and proceedings.

“Force Majeure” means any event described in Section 11.2 hereof.

“Governmental Approvals” means all plat approvals, re-zoning or other zoning changes, site or development plan approvals, conditional use permits, resubdivisions or other subdivision approvals, variances, sign approvals, building permits, grading permits, occupancy permits, liquor licenses (to the extent possible), changes to the size of the Development Area or Development Project made in accordance with this Agreement, street closings, street vacations and dedications, business licenses and/or other similar approvals required for the implementation or operation of the Development Project and consistent with the Development Plan and this Agreement.

“Incentive Amount” means the monetary obligations of the City as set forth on Exhibit C with respect to each Component of the Project, as adjusted in conformance with Section 3.1(c) hereof.

“Issuance Costs” means the amount of issuance costs actually and reasonably incurred with respect to the issuance of Bonds, including without limitation the reasonable and necessary fees and expenses of financial advisors and consultants, the outside attorneys of the City, SLDC and the Authority (including Issuer’s Counsel and Bond Counsel), the City’s reasonable administrative fees and expenses (including fees and costs of its planning consultants, the SLDC and the Authority, and consultants retained by Developer to assist SLDC and the Authority in fulfilling their responsibilities with respect to the Development Plan), underwriters’ discounts and fees, the costs of printing any Bonds and any official statements relating thereto, the costs of credit enhancement, if any, capitalized interest, debt service reserves and the fees of any rating agency rating any Bonds.

“Issuer” means the Industrial Development Authority of the City of St. Louis, Missouri.

“Issuer Mortgage” means one or more mortgage(s) made by Developer for the benefit of the Issuer that secures the Issuer Note in the mutually agreeable form attached hereto as Exhibit O.

“Issuer Note” means one or more promissory note(s) made by Developer to the order of the Issuer in the original principal of the Incentive Amount for a Component or Subcomponent, in the mutually agreeable form attached hereto as Exhibit P.

“Leasable Area” means the net leasable square footage of space which is designed to be leased or leasable by Users for Users’ dedicated use and upon which basis such User pays rent, and such Leasable Area shall include, to the extent not included in the above, all exterior areas, such as outside seating areas adjacent to indoor Leasable Area and designed to be leased to Users in connection with their operations at the Development Project and for which User pays rent and food court seating areas, if any, serving one or more Users. Leasable Area shall not include, with the exception of a food court seating area, if any, and seating areas designed for use by and leased to a single User, interior or exterior “common areas.”

“Local Development Project Cost” shall mean any reasonable or necessary cost incurred or estimated to be incurred in furtherance of the Development Plan or the Development Project, or a Component, which costs are to be funded with MODESA Local Revenues.

“Maturity Date” means the date that is twenty five (25) years after the date of adoption of the Approving Ordinance.

“Maximum Reimbursable Development Project Costs” means those categories of Development Project Costs and other costs of the Development Project which are reimbursable pursuant to the MODESA Act, the TDD Act and/or the CID Act, as applicable, as described in and subject to the limits set forth in Exhibit C as may be reduced pursuant to Section 3.1(c) of this Agreement and such Exhibit C.

“MBE/WBE Compliance Officer” means the City’s Assistant Airport Director, Department of MBE/WBE Certification and Compliance.

“MBE/WBE Subcontractor’s List” means the form of City of St. Louis MBE/WBE Subcontractor’s List published by the Board of Public Service of the City, such form being attached hereto as Exhibit S and incorporated herein by this reference.

“MBE/WBE Utilization Statement” means the form of City of St. Louis MBE/WBE Utilization Statement prepared by the Board of Public Service of the City published by the Board of Public Service of the City, such form being attached hereto as Exhibit T and incorporated herein by this reference.

“MODESA Act” means the Missouri Downtown and Rural Economic Stimulus Act, Sections 99.915 through 99.1060 of the Revised Statutes of Missouri, as amended.

“MODESA Financing Term” shall mean the twenty-five (25) year period following adoption of the Approving Ordinance.

“MODESA Local Revenues” means: (1) Payments in Lieu of Taxes, as paid to the City Treasurer by the City Collector of Revenue during the term of the Development Plan and the Development Project, as defined in Section 99.957 RSMo, and (2) subject to annual appropriation by the Board of Aldermen, fifty percent (50%) of the total Economic Activity Taxes.

“Mortgage” means, with respect to the Property (or any portion thereof) and any improvements (or any portion thereof), a mortgage, deed of trust (whether securing a direct obligation or a guaranty of obligations in connection with a loan secured by an indemnity deed of trust or mortgage), deed to secure debt, security deed, indenture, sale-leaseback documents, lease-leaseback documents, or any other instrument securing payment of a debt that encumbers Developer’s interest in the Property and/or any improvements (or an interest therein or portion thereof) other than the Issuer Mortgage. The term “Mortgage” shall not include a mortgage, deed of trust, deed to secure debt, security deed, indenture, sale-leaseback documents, lease-leaseback documents, fixture filings, or any other instrument securing payment of a debt of a User and/or any or all of its affiliates that encumbers the interests of a User of the Property and/or the Development Project, nor the Issuer Mortgage.

“Mortgagee” means any Acceptable Financial Institution which is: (a) the holder of, or beneficiary under, a Mortgage, (b) in the case of a sale-leaseback transaction, the owner of the reversionary estate, or (c) otherwise, the person to which all or any part of interest of Developer in the Property (or an interest therein) and/or the improvements (or an interest therein) is transferred as security under a Mortgage. Issuer is not, and shall not be deemed to be, a Mortgagee in connection with the Issuer Mortgage.

“Municipal Revenues” means the following revenues of the City generated by economic activities in Components within the Development Project Area: (a) the general municipal sales tax levied pursuant to Ordinance No. 62884, or any successor thereto, (b) the general municipal sales tax levied pursuant to Ordinance No. 55497, as amended by Ordinance Nos. 57179 and 57979, or any successor thereto, (c) the transportation sales tax levied pursuant to Ordinance No. 56553, or any successor thereto, (d) the capital improvements sales tax levied pursuant to Ordinance No. 62885, or any successor thereto, (e) the Earnings Tax levied pursuant to Ordinance No. 47063, or any successor thereto, (f) the Payroll Expense Tax levied pursuant to Ordinance No. 60737, or any successor thereto, (g) the Parking Gross Receipts Tax, or any successor thereto, (h) the Entertainment License Tax levied pursuant to Ordinance No. 55390, as amended by Ordinances Nos. 55522, 56178, 56912, 62515, and 65669, and (i) the Restaurant Gross Receipts Tax, or any successor thereto, in each case less the costs of collection thereof and excluding (i) any amount paid under protest until such protest is withdrawn or resolved against the taxpayer or (ii) any such amount received by the City which is the subject of a suit or other claim communicated to the City which suit or claim challenges the collection of such sum.

“New State Revenues” means “other net new revenues,” as such term is defined in Section 99.918(19) of the MODESA Act.

“New State Revenues Account” means the account to be created in accordance with Section 6.1 of this Agreement into which New State Revenues shall be deposited.

“Nondiscrimination Laws” means all federal, state and local laws, ordinances or regulations governing equal opportunity and nondiscrimination.

“Operating Fund” means the Operating Fund(s) anticipated to be established by the TDD and/or the CID for the purpose of paying on-going TDD Administrative Costs and CID Administrative Costs (subject to the limitation on each set forth herein), into which revenues of the TDD and CID shall be deposited in an amount identified in each annual budget approved by the TDD and the CID.

“Parity Bonds” means any bonds issued in parity with the Priority Bonds in accordance with Section 4.2 hereof.

“Payments in Lieu of Taxes” or “PILOTs” shall have the meaning ascribed to such term in Section 99.918(21) of the MODESA Act, excluding such payments in lieu of taxes that are not legally permitted to be deposited into the Special Allocation Fund pursuant to Section 99.957 of the MODESA Act.

“Person” means any individual, partnership, corporation, limited liability company, trust or other entity.

“PILOTs Account” means the account to be created in accordance with Section 6.1 of this Agreement into which Payments in Lieu of Taxes shall be deposited in accordance with Section 99.957.3 of the MODESA Act.

“Preliminary Plans” shall mean preliminary architectural plans which plans shall depict the Components and Subcomponents of the Project in sufficient detail for the City or its designee to determine the amounts of Leasable Area and number and location of parking spaces and, with respect to Component B only, the number of residential condominium units that are set forth on such Preliminary Plans. Preliminary Plans shall include the size of the footprint and the height of each building and a floor plan for each floor in each building (provided that the same floor plan may be used for multiple floors if Developer intends to construct each such floor in the same configuration and the Preliminary Plans so indicate) but shall exclude elevations. Preliminary Plans shall also include a site plan clearly indicating those portions of the Development Area upon which the Components and Subcomponents are proposed to be constructed, and those portions of the Development Area that are being reserved for construction of other Components, Subcomponents, or portions thereof, and clearly indicating those portions of the Development Area that are proposed for development as streets, sidewalks, other rights-of-way, and open spaces, and which such rights-of-way or other Components, or portions thereof, if any, are proposed by the Developer for dedication to the City or other public entities. Preliminary Plans shall not include design development drawings or construction drawings, and no further level of detail shall be required in the Preliminary Plans other than as reasonably necessary for the City to reasonably determine the number of square feet of Retail/Entertainment/Restaurant Space and office space, parking spaces and residential condominium units reflected by the Preliminary Plans, and make such additional determinations as are specified in Section 5.3(a).

“Priority Bonds” means revenue bonds authorized and issued by the Issuer pursuant to and in accordance with Chapter 349 of the Revised Statutes of Missouri, as amended, the MODESA Act, this Agreement and the Financing Ordinance, to evidence the Issuer’s special limited obligation to repay Reimbursable Development Project Costs incurred by the Developer in accordance

with the MODESA Act and this Agreement, as provided in Section 4.3(b) hereof, which Priority Bonds shall have a lien on Available Revenues superior to that of the Subordinate Bonds.

“Project Fund” means the Project Fund created in the Bond Indenture.

“Property” means all interests in the real property (including without limitation all options held by third parties, fee interests, leasehold interests, tenant-in-common interests and such other like or similar interests) and existing improvements in the Development Area as set forth in the Development Plan.

“Reimbursable Development Project Costs” means those categories of Development Project Costs and other costs of the Development Project which are reimbursable pursuant to the MODESA Act, the TDD Act, and/or the CID Act.

“Related Entity” with respect to any Person (the “Specified Person”) means any Person (1) who directly or indirectly controls, or is controlled by, or is under common control with such Specified Person; (2) who directly or indirectly beneficially owns or controls fifty percent (50%) or more of the beneficial ownership (voting stock, general partnership interests, membership interests or otherwise) of such Specified Person; or (3) fifty percent (50%) or more of the beneficial ownership (voting stock, general partnership interests, membership interests or otherwise) of whom is owned, directly or indirectly, by the Specified Person. The term “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, through the ownership of voting securities, partnership interests, membership interests or otherwise.

“Relocation Plan” means the relocation policy of the City as adopted for the Development Area in the Development Plan, which relocation policy was adopted by the City on December 20, 1991, pursuant to Ordinance No. 62481, together with the City’s Relocation Policy as set forth in Chapter 11.05 of the Revised Code of the City of St. Louis, and, in the case of any Property acquired via eminent domain, together with any relocation requirements set forth in the Revised Statutes of the State of Missouri related to the exercise of eminent domain or relocation, including but not limited to Chapter 523 thereof.

“Retail/Entertainment/Restaurant Space” means space occupied by businesses engaged in commercial or entertainment retail trade (including restaurants and museums).

“Revenue Fund” means the Revenue Fund created in the Bond Indenture.

“SLDC” means the St. Louis Development Corporation, a non-profit corporation organized and existing under the laws of the State of Missouri.

“Special Allocation Fund” means the Ballpark Village Special Allocation Fund, created by the Approving Ordinance in accordance with the MODESA Act, and including the accounts and sub-accounts for the Development Project into which MODESA Local Revenues, CID Revenues, TDD Revenues, New State Revenues and Dedicated Municipal Revenues are from time to time deposited in accordance with the MODESA Act, the CID Act, the TDD Act and this Agreement.

“Springing District Sales Tax” means (i) a sales tax imposed by the CID in the amount of one-half of one percent (1/2%), or, in the alternative, (ii) a sales tax imposed by the TDD in the amount of one-half of one percent (1/2%), or a combination of CID and TDD sales taxes equaling one-half of one percent (1/2%), all as provided further in Section 2.18 hereof.

“State Development Project Costs” shall include such costs related to the Development Plan, a Development Project or a Component, as applicable, which are expended on public property, buildings, or rights-of-ways for public purposes to provide infrastructure to support for a development project, but such costs shall only be allowed as an initial expense which is included in the costs of a development plan or development project, except in circumstances of plan amendments approved by the Missouri Development Finance Board and the Department of Economic Development. Such infrastructure costs include, but are not limited to, the following:

- (a) Costs of studies, appraisals, 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, repair, or remodeling of existing public buildings and fixtures;
- (e) Costs of construction of public works or improvements;
- (f) Financing costs, including, but not limited to, all necessary expenses related to the issuance of obligations issued to finance all or any portion of the infrastructure costs of one or more development projects, and which may include capitalized interest on any such obligations and reasonable reserves related to any such obligations;
- (g) All or a portion of a taxing district's capital costs resulting from any development project necessarily incurred or to be incurred in furtherance of the objectives of the development plan, to the extent the municipality by written agreement accepts and approves such infrastructure costs;
- (h) Payments to taxing districts on a pro rata basis to partially reimburse taxes diverted by approval of a development project;
- (i) State government costs, including, but not limited to, the reasonable costs incurred by the department of economic development, the department of revenue and the office of administration in evaluating an application for and administering state supplemental downtown development financing for a development project; and
- (j) Endowment of positions at an institution of higher education which has a designation as a Carnegie Research I University including any campus of such university system, subject to the provisions of section 99.958.

“Subcomponent” means each portion of a Component as described in Exhibit B.

“Subordinate Bonds” means revenue bonds subordinate to the Priority Bonds authorized and issued by the Issuer pursuant to and in accordance with the MODESA Act, this Agreement and the Financing Ordinance, to evidence the City's special limited obligation to repay Reimbursable Development Project Costs incurred by the Developer in accordance with the MODESA Act and this Agreement, as provided in Section 4.3(c) hereof.

“Substantial Completion” means that all Work to be performed in connection with the Development Project or a Component, or such portion thereof for which a Certificate of Substantial Completion is sought, is substantially complete (as set forth in Section 2.10 hereof), as evidenced by an architect's or owner representative's certificate of substantial completion on AIA Form G-704 (or the substantial equivalent thereof), with such Certificate further evidencing that the Development Project or applicable portion thereof is sufficiently complete to be occupied for its intended use, except for any User improvements, such as tenant improvements or buyer selections. Substantial Completion shall be deemed achieved even though punch list items (such as completion of sidewalks, final asphalt topping and insubstantial construction work) and landscaping of the Work or such portion thereof for which a Certificate of Substantial Completion is sought are substantially, but not fully, completed. Any improvements by a User for its owned, leased and/or licensed premises, whether to be constructed by Developer, such User or a third party, shall not be deemed part of any Work required for the Certificate of Substantial Completion.

“TDD” means the Ballpark Village Transportation Development District created and operated pursuant to Section 2.11 of this Agreement.

“TDD Act” means the Missouri Transportation Development District Act, Sections 238.200 through 238.275 of the Revised Statutes of Missouri, as amended.

“TDD Administrative Costs” means actual, reasonable and necessary expenses of the TDD for administration, supervision and inspection incurred in connection with the Transportation Project and paid initially by the Developer in an amount not to exceed Fifteen Thousand Dollars (\$15,000.00) per year, subject to reimbursement in accordance with the Agreement and, upon the first deposit of TDD Revenues into the Operating Fund, paid by the TDD out of the Operating Fund, which expenses include without limitation the following: (a) reimbursement of the board of directors of the TDD for actual, reasonable and necessary expenditures in the performance of duties on behalf of the TDD pursuant to Section 238.222 of the TDD Act; (b) actual, reasonable and necessary expenses incurred in the exercise of the contractual powers of the TDD pursuant to Section 238.250 of the TDD Act; (c) reimbursement of the petitioners and the City for the reasonable and necessary costs of filing and defending the petition to establish

the TDD and all publication and incidental costs incurred in obtaining the Court's certification of the petition pursuant to Section 238.217 of the TDD Act; (d) the cost of insurance obtained by the TDD pursuant to Section 238.255 of the TDD Act; (e) the cost of any audit by the state auditor pursuant to Section 238.272 of the TDD Act; (f) actual, reasonable, and necessary expenses incurred by the TDD in the exercise of the powers granted under Section 238.252 of the TDD Act, including compensation of contractors, suits by or against the TDD, and disbursement of funds for the TDD's activities; and (h) actual, reasonable and necessary expenses incurred by the TDD in connection with abolishment of the TDD in accordance with Section 238.275 of the TDD Act.

"TDD Revenues" means revenues of the TDD from the TDD Sales Tax, if any, and the TDD Ticket Tax, if any, plus any other tax or assessment imposed in accordance with the TDD Act after deducting the cost of collection of one percent (1%) of the total amount collected, less any such revenues transferred to the Operating Fund to pay TDD Administrative Costs. TDD Revenues do not include (i) any amount paid under protest until the protest is withdrawn or resolved against the taxpayer or (ii) any sum received by the TDD that is the subject of a suit or other claim communicated to the TDD, which suit or claim challenges the collection of such sum.

"TDD Revenues Account" means the account receiving TDD Revenues to be created in accordance with Section 6.1 of this Agreement.

"TDD Sales Tax" means the transportation development district sales tax levied by the TDD, if any, in accordance with Section 238.235 of the TDD Act and Section 2.12 of this Agreement.

"TDD Ticket Tax" means the Ticket Tax, if any, levied by the TDD in accordance with the TDD Act and Sections 2.11 and 2.17 of this Agreement

"Ticket Tax" shall mean a tax or special assessment imposed by either the TDD or the CID in an amount equal to one dollar (\$1) per ticket sold on all tickets sold in the Development Area for admission to events held in common areas or entertainment venues within the Development Area, as defined in the Developer's reasonable discretion, as a special assessment which shall be authorized pursuant to Section 238.230 of the TDD Act or Section 67.1521 of the CID Act, as applicable, provided that, beginning in the second year following Substantial Completion of Component A and in each year thereafter until the Bonds are fully redeemed, Developer's reasonable discretion shall be exercised in a manner consistent with achieving the goal of the application of the Ticket Tax to a minimum of one million three hundred thousand (1,300,000) tickets per year; provided, however, that the minimum number of tickets per year shall be adjusted in proportion to the combined Leasable Area, as set forth in Exhibit B and as modified pursuant to Section 3.1(c) and Exhibit B hereof, of Retail/Entertainment/Restaurant Space in Component A and Component B, if any, in comparison to the total Leasable Area originally contemplated for the entire Development Project; provided, further, that the Developer has not made and is not making any assurances that such minimum number of tickets will be sold in any given year.

"Ticket Tax Revenues" shall mean revenues generated by the CID Ticket Tax or the TDD Ticket Tax.

"Transportation Project" means that portion of the Development Project or Component thereof, and the Work necessary to complete such Development Project or Component, which is eligible to be financed or reimbursed by the TDD pursuant to the TDD Act.

"Urban Mixed-Use Project" means a real estate development project that contains a mix of restaurants, entertainment, bars, nightclubs and/or retail businesses that, in the aggregate contains 100,000 square feet or more of gross leasable area.

"User" means any tenant, licensee or other occupant of the Development Project or any owner of a condominium (either residential or commercial) located in the Development Project.

"Work" means all work to be performed by Developer, at a total project cost currently estimated to be Three Hundred Eighty-Seven Million Dollars (\$387,000,000) (the "Total Project Cost") (provided that such Total Project Cost estimate includes the estimated cost of User improvements, which User improvements are not included in the Work), necessary to prepare the Development Area and to construct or cause the construction and Substantial Completion of the Development Project as specifically described in the Development Plan and this Agreement, including, but not limited to: (1) the Transportation Project; (2) the CID Project; (3) Property acquisition; (4) demolition and removal of all existing buildings, structures and other improvements within the Development Area; (5) site preparation, including clearing and grading of the Development Project Area; (6) construction of the residential and commercial buildings and structures, parking fields and structures, and screening and site landscaping; (7) construction, reconstruction, renovation and/or rehabilitation of related infrastructure and/or improvements, including without limitation

surrounding roads, sidewalks, utilities and installation of lighting; (8) environmental remediation; (9) professional services, including, but not limited to, architecture, engineering, surveying, financing, legal, planning and consulting; and (10) all other work described in the Development Plan and this Agreement, or reasonably necessary to effectuate the intent of this Agreement.

Section 1.2 Developer Designation. The City hereby selects the Developer to perform or cause the performance of the Work.

Section 1.3 Developer to Advance Costs. The Developer agrees to advance all Development Project Costs as necessary to complete each Component of the Work in accordance with the schedule set forth in Exhibit B, subject to Closing having occurred with respect to such Component and the City and the Bond Trustee having timely complied with their respective material obligations hereunder and under the Bond Indenture at the time of such advance. Additionally, and not by way of limitation:

(a) the City acknowledges payment by the Developer of a Five Thousand Dollar and no/100 (\$5,000.00) TIF Application Fee;

(b) the City acknowledges that, prior to the execution of this Agreement, the Developer paid the sum of Seventy Five Thousand Dollars and no/100 (\$75,000.00), which monies have been paid one half to the Comptroller and one half to the SLDC to reimburse the Comptroller and the SLDC for their reasonable administrative costs in reviewing the Development Plan and the Development Proposal;

(c) the Developer shall, concurrently with the issuance of any Bonds and solely from Bond Proceeds, pay the sum of Seventy Five Thousand Dollars and no/100 (\$75,000.00), which monies shall be paid one half to the Comptroller and one half to the SLDC to reimburse the Comptroller and the SLDC for their reasonable administrative costs in reviewing the Development Plan and the Development Proposal;

(d) the Developer shall pay to the SLDC and the Comptroller an additional amount to reimburse the SLDC and the Comptroller for their reasonable actual legal expenses incurred in connection with the review of the Development Proposal, the review and adoption of the Development Plan and the negotiation, execution and implementation of the Development Agreement, which amount shall be paid as follows: (i) all such costs incurred through the date of execution of the Development Agreement shall be paid within ten (10) Business Days after the execution of the Development Agreement, and (ii) all such costs incurred after the date of execution of the Development Agreement and prior to the date upon which the Issuer issues the Bonds shall be paid concurrently with the issuance of the Bonds;

(e) the Developer shall, concurrently with the issuance of any Bonds and solely from Bond Proceeds, pay to the Issuer at the time of issuance such amount equal to the Issuer's reasonable Issuance Costs of such Bonds; and

(f) any amounts paid to the City pursuant to this Section 1.3 shall represent Reimbursable Development Project Costs to be reimbursed exclusively from the Bond Proceeds as provided in and subject to the provisions of this Agreement.

ARTICLE II. CONSTRUCTION OF DEVELOPMENT PROJECT

Section 2.1 Acquisition of Property. Developer represents that, as of the Effective Date, the Developer or a Related Entity is the fee owner of all property listed on Exhibit A attached hereto, except for the BHOF Property and other property interests related therewith, any private easements and any utility easements. The Developer will negotiate in good faith prior to Closing on Component A to acquire the BHOF Property and other property interests related therewith, any private easements and any utility easements necessary for the completion of the Development Project by purchase; provided, however, the terms of any purchase of the BHOF Property shall be acceptable to Developer in Developer's sole discretion. If the BHOF Property or any other property interests related therewith is acquired by the Developer during the term of this Agreement, such property shall be held in the name of the Developer or a Related Entity and shall be subject to the terms, conditions and covenants contained herein and in the Development Plan immediately upon acquisition.

Section 2.2 Condemnation. With respect to the BHOF Property and other property interests related therewith, any private easements and any utility easements necessary for the completion of the Development Project and not acquired by negotiated purchase, the Developer shall notify the City, in writing, that the City should initiate eminent domain proceedings to acquire such parcel or parcels of the Property or interest therein at the sole expense of the Developer; provided that the City shall not and will not acquire title to any such property by condemnation or eminent domain (through payment of a commissioners' award into any court

registry or otherwise) until such time as the Developer provides a written consent to proceed with such proceeding and a written agreement to pay all reasonable costs associated with such acquisition as and when requested by the City in connection with such acquisition, which consent and agreement shall be in form and substance acceptable to the City. The City shall convey legal title to any real property acquired in its name by condemnation following receipt of a written consent to do so concurrently with City's receipt of Developer's payment for all reasonable costs associated with such acquisition. Developer shall notify the City to initiate eminent domain proceedings in the manner set forth below.

(a) Prior to requesting the initiation of condemnation proceedings with respect to any parcel of the Property, the Developer shall:

(i) Make a written request for the initiation of condemnation proceedings not later than fifteen (15) days prior thereto. Said request shall include a legal description of the parcel or parcels of Property to be taken by such proceedings, together with all other information reasonably required by the City to proceed.

(ii) Assist the City in satisfying all jurisdictional prerequisites to the initiation of eminent domain proceedings and in complying with all applicable laws, rules and regulations relating to eminent domain proceedings; Developer hereby agrees that it will negotiate in good faith for the purchase of any parcels as to which Developer shall request the initiation of condemnation proceedings in compliance with all applicable laws, rules and regulations.

(iii) With respect to any interest in any parcel or parcels of Property proposed to be acquired by eminent domain, obtain (at the Developer's expense) and deliver to the City a recent appraisal, prepared by an independent, state-licensed or state-certified, third party MAI appraiser reasonably acceptable to the City, and make an offer (as verified by the City) of at least the appraised value to the owner of such interest in any parcel or parcels of Property.

(iv) Make available to the City any documentation relating to Developer's reasonable and good faith efforts to acquire by negotiation the parcel or parcels of Property to be part of the proceeding.

(v) Deliver a form of final offer letter for the City.

(b) With respect to any request for initiation of condemnation proceedings, the City shall approve or reject such request within fifteen (15) days after receiving from the Developer all information required above, provided that the City shall be required to approve any such request only if such information demonstrates to the City's reasonable satisfaction (i) the existence of facts, circumstances or claims with respect to the parcel or parcels that are the subject of such condemnation which, taken individually or in the aggregate, have a material adverse effect on the value of such parcel or parcels, the feasibility of the Work, either Component, or, taken as a whole, the viability of the Development Project, and (ii) the Developer made reasonable and good faith efforts to acquire such parcel or parcels by negotiation (equal to at least the appraised value of such property) based upon such facts, circumstances or claims and complied with all applicable laws with respect to such efforts prior to such request to the City. The provisions of this paragraph shall be solely for the benefit of the City and are not intended by the parties to be for the benefit of or enforceable by anyone other than the parties to this Agreement.

(c) The City shall initiate condemnation proceedings (such initiation to constitute the issuance of the first notices required under applicable law) promptly after the request by the Developer and in any event within fifteen (15) days from the date of the City's receipt of the Developer's request, provided that the Developer has provided the City with all of the information, documents and agreements required by Section 2.2(a) of this Agreement. Except as otherwise provided herein, the City shall control all condemnation proceedings, including the selection of attorneys, appraisers and other professionals. The City shall diligently prosecute all such proceedings, provided that the Developer has made payments to the City related to the cost of the proceedings as and when requested by the City. The City agrees to take all necessary or other reasonable action in such proceedings and to execute all pleadings and other documents which may be reasonably necessary and/or required during the prosecution of such proceedings. During the condemnation proceedings, the City agrees to make available for the Developer's inspection copies of all pleadings and other documents filed or prepared in conjunction with the prosecution of the condemnation proceedings, and to consult with the Developer regarding recommendations by counsel to the City as to the fair settlement value of each such case. Advice and consultation among the City and the Developer shall continue throughout such proceedings. The Developer may, upon initiation of the condemnation proceedings, designate in writing to the City an individual who, together with the Developer, is authorized to represent the Developer in consultations with the City and its counsel. The Developer, acting through any such designated representative, shall have the right to inspect and to receive copies of any documentation relating to the efforts to acquire the parcel or parcels of the Property which are part of the proceedings and to make suggestions based upon any appraisals regarding the price or settlement to be paid therefor.

(d) Without limiting the generality of the City's rights in connection with such condemnation proceedings, it is acknowledged that (i) the City may conduct such due diligence as the City deems appropriate, (ii) the City may prepare and direct the filing of motions providing for the inspection of any parcel subject to the condemnation proceedings, (iii) the City may prepare and direct the filing of exceptions to any commissioners' report, and (iv) the City may take such other action and prepare and direct the filing of such other motions and pleadings as the City deems appropriate.

(e) Within ninety (90) days after any commissioners' award, the Developer shall either: (i) at any time prior to the Closing, notify the City that it is terminating this Agreement; or (ii) pay the amount of any commissioners' award issued in conjunction with any such condemnation proceeding either directly to the Clerk of the Circuit Court of the City of St. Louis or to the City for payment of such commissioners' award by the City; or (iii) request that the City terminate any condemnation proceeding to effect a settlement of any such proceeding, in which case this Agreement shall continue and the City and the Developer shall continue to diligently prosecute any other condemnation proceedings pending at such time and shall cooperate to identify alternative means to accomplish the Work or either Component without acquiring that portion of the Property that was the subject of the terminated condemnation proceeding. Developer's inability to acquire any property at a price acceptable to Developer shall not relieve Developer of Developer's obligation to complete the Development Project.

(f) From time to time following the initiation of any proceedings for the exercise of the City's power of eminent domain pursuant to Section 2.2 of this Agreement and payment of such commissioners' award by the Developer to the City, but before payment by the City on behalf of the Developer of any commissioners' award and acquisition of legal title to any such parcel or parcels by the City on behalf of the Developer, the Developer shall, within fifteen (15) days following request by the City, provide the City with an irrevocable letter or letters of credit naming the City as beneficiary, or such other bond or collateral as the City may accept in its reasonable discretion, in an amount equal to one hundred twenty-five percent (125%) of the commissioners' awards for all parcels which have been taken by eminent domain for which such commissioners' award is not yet final (a "Pending Award"). The letter or letters of credit or other bond or security instrument shall be in form and substance reasonably acceptable to the City and, once issued for any such Pending Award, shall remain outstanding until such time as each such Pending Award has been liquidated, settled, compromised or otherwise resolved and paid. Developer shall increase the amount of the letter of credit or other bond or security instrument upon request by the City for reasonable cause. Notwithstanding anything to the contrary herein, the Developer covenants that it will indemnify and hold the City harmless in the event that the sum of all jury awards exceeds the sum of all commissioners' awards for all parcels, or interests therein, which have been taken by eminent domain.

(g) If the Developer elects to abandon condemnation proceedings instituted under this Agreement following entry of a commissioners' award and any such condemnation proceeding is abandoned thereafter by the City, the Developer shall indemnify and hold the City harmless of and from any statutory award of interest or any other payment the City is compelled by the Court to pay pursuant to Section 523.045 of the Revised Statutes of Missouri, as amended.

(h) If the Developer has defaulted under this Agreement or under the written agreement required by the first paragraph of this Section 2.2, and Developer has failed to cure such default in accordance with the terms of ARTICLE IX hereof, the City may elect to terminate all pending condemnation proceedings or may elect to continue condemnation proceedings at the City's sole risk and expense, including any resulting commissioners' or jury awards. In either event, the City shall have no obligation to reimburse the Developer for any costs incurred by the Developer in connection with such condemnation, and the City shall be entitled to recover from the Developer all reasonable costs incurred by the City in any condemnation the City undertakes pursuant to this Agreement. If the City elects to continue condemnation proceedings, the City shall have the further right to receive and to utilize at no cost to the City all reports, surveys, appraisals and work product obtained by the Developer or on behalf of the Developer in the acquisition of such real property for which the City proceeds to acquire by condemnation or negotiated purchase.

(i) The Developer shall indemnify and hold the City harmless from and against any and all costs, claims, suits, damages, expenses or liabilities, including court costs and reasonable attorneys' fees, arising out of (1) any eminent domain action filed pursuant to this Agreement, including any action which is abandoned, but excepting therefrom any claim, suit, damage, expense, or liability caused by any intentional or wanton misconduct by the City of any of its officials, employees, agents or representatives, and any condemnation proceeding continued by the City under Section 2.2(c) of this Agreement; (2) the operation of all or any part of the Property, or the condition of the Property, including without limitation, any environmental cost or liability; and (3) negotiations, inspections, acquisitions, preparations, construction, leasing, operations and other activities of Developer or its agents in connection with or relating to the Work.

(j) The Developer acknowledges, agrees and affirms its obligation to pay any and all reasonable costs and fees, including but not limited to attorneys fees, associated in any way with the proposed condemnation contemplated in this Section 2.2.

(k) The Developer hereby acknowledges, agrees and affirms that it that the failure to acquire any property by condemnation shall not in any way relieve Developer of its obligation to complete the Development Project as provided herein.

(l) Notwithstanding anything herein to the contrary, the condemnation provided for in this Section 2.2 will be conducted in accordance with Sections 523.010 to 523.286 of the Missouri Statutes.

Section 2.3 Relocation. The Developer shall identify any Displaced Person (as defined in Ordinance No. 62481 of the City and/or in Chapter 11.05 of the Revised Code of the City of St. Louis, and/or in any applicable state law) that is entitled to relocation payments or relocation assistance under the Relocation Plan or pursuant to any applicable state law. The Developer, under the supervision of the City, shall coordinate such relocation payments and relocation assistance in accordance with the Relocation Plan and in any applicable state law, and 100% of the costs of relocation of any Displaced Person shall be borne by Developer, provided, however, that any such relocation cost shall be a Reimbursable Development Project Cost.

Section 2.4 Developer to Construct the Work in Accordance with Schedule for Completion of the Work. Subject to Force Majeure as defined in Section 11.2 of this Agreement, the City complying with its obligations hereunder, and the Closing occurring hereunder for the applicable Component, Developer shall cause the construction of the Work, which construction shall commence with respect to each Component specified on Exhibit B on or before the Deadline for Commencement of Construction specified on Exhibit B; provided, however, such deadlines shall be extended for any period of time between the date Developer files a request for the building permits necessary to complete such Component and the date all of such permits are ready for issuance if, and only if: (a) Developer has scheduled and conducted a review of the preliminary plans with the City before commencing the preparation of design development or construction documents; (b) Developer, to the best of its knowledge and in good faith, has, no later than two (2) weeks prior to the Deadline for Commencement of Construction of a Component, submitted one or more complete applications for such permits, together with all information and materials required under the City's applicable laws and procedures therefor, and has responded to any requests for additional information made within such two-week period by the applicable City department, and (c) made payment for such permit. Such commencement shall be evidenced by Developer's delivery to the City of a Certificate of Commencement of Construction in the form attached hereto as Exhibit F for each such Component on or before the date specified herein, which Certificate shall evidence that: (i) Developer has secured one or more guaranteed maximum price contracts with contractors of national or regional standing for the construction of such Component; (ii) Developer, to the best of its knowledge and in good faith, has submitted to the appropriate City departments all drawings and other documents necessary for the issuance of the building and other permits necessary for the commencement of construction of the particular Component in accordance with applicable federal, state and local laws; and (iii) that the quantities of Leasable Area or other quantifiable elements of the particular Component meet or exceed the requirements of the Component as specified in Exhibit B, as may be modified but only in accordance with the limitations of Section 3.1(c) hereof. Subject to Force Majeure as defined in Section 11.2 of this Agreement, the Developer shall cause Substantial Completion of each Component to occur on or before the Deadline for Substantial Completion specified on Exhibit B. Developer further agrees to use commercially reasonable efforts to cause Substantial Completion of each Component to occur within two (2) years after Closing of the Bonds issued with respect to such Component. Developer shall submit a Certificate of Substantial Completion with respect to each Component as soon as practicable following Substantial Completion of such Component, and may submit separate Certificates of Substantial Completion for each Subcomponent of such Component, but the City's or City designee's issuance of a Certificate of Substantial Completion with respect to a Subcomponent shall not relieve Developer of Developer's responsibility to complete the entire Component on or before the Deadline for Substantial Completion specified on Exhibit B, and the City shall not approve the final Certificate of Substantial Completion until all Subcomponents of such Component have achieved Substantial Completion. After the Substantial Completion of a Component or Subcomponent, Developer shall use due diligence to cause punch list items and landscaping related to such Component to be completed within a reasonable time. The Developer or one or more Related Entities may enter into or cause to be entered into one or more construction contracts to complete the Components of the Work, and the Developer may submit separate Certificates of Commencement of Construction and Substantial Completion for Subcomponents within each Component, but Developer shall be obligated to submit such Certificates for each Subcomponent on or before the deadlines specified for the entire Component. Prior to the commencement of construction of either Component of the Work, the Developer shall obtain or shall require that any of its contractors obtain workers' compensation, comprehensive public liability and builder's risk insurance coverage in amounts customary in the industry for similar type projects. The Developer shall require that such insurance be maintained by any of its contractors for the duration of the construction of such portion of the Work. To the extent that laws pertaining to prevailing wages and hours apply to any portion of the Work, the Developer agrees to take all actions necessary to apply for the wage and hour determinations and otherwise comply with such laws. Notwithstanding the foregoing, the City, through the Board of Estimate and Apportionment, upon the request of Developer for an extension of such period of time that Developer reasonably requires to achieve Commencement of Construction or Substantial Completion of the Component as applicable, shall use its best efforts to cause the extension of any or all of the time frames for Substantial Completion of either Component contained herein in the event that Developer, on the date of such request for an extension, has demonstrated diligent progress toward the Commencement of Construction or Substantial

Completion of such Component, as applicable, in accordance with the schedule set forth in Exhibit B. Any extension period shall not exceed one (1) year following the applicable Deadline for Commencement of Construction or Substantial Completion set forth in Exhibit B, subject to the provisions of this Agreement concerning Force Majeure. At the request of Developer, any extensions of time made pursuant hereto shall be in writing and in such form as will enable it to be recorded among the appropriate land records.

Section 2.5 Component B and Reduction in Incentive Amount for Component B.

(a) Developer will use reasonable and good faith efforts to develop Component B concurrently with the construction of Component A and shall proceed, immediately upon execution of this Agreement, to aggressively market the Component B residential condominium units and to attempt to secure purchase reservations from individual purchasers for such units, and shall promptly notify City and Issuer when purchaser reservations for the number of units equaling 50% of the total units in Component B have been received. However, if market conditions do not justify the development of Component B, Developer shall have the right, notwithstanding anything to the contrary contained in the Development Plan or this Agreement, to delay or abandon the development of Component B.

(b) If Developer provides written notice to the City on or before the first anniversary of the initial Closing Date that Developer intends to construct Component B, which notice shall include a schedule for commencement and completion of construction for such Component, then the City agrees to use good faith and reasonable efforts to cause the issuance of Bonds and the pledge of Available Revenues, exclusive of Dedicated Municipal Revenues, with respect to Component B in an amount sufficient to make available to Developer the Incentive Amount for Component B of the Development Project as set forth in Exhibit C hereof (as such amount may be adjusted pursuant to Section 3.1(c) hereof and as provided in Exhibit C) on the date specified by Developer for Closing in such notice (not less than 90 days after such notice is provided). If Developer provides written notice to the City after the first anniversary of the initial Closing Date but at least 100 days prior to the Deadline for Commencement of Construction of Component B as provided in Exhibit B, the City agrees to use its good faith and reasonable efforts to cause the issuance of Bonds with respect to Component B on the date specified by Developer for Closing in such notice (not less than 90 days after such notice is provided), provided, however: (a) within 30 days of receipt of such notice the Financing Team shall determine and notify the Developer of the final Incentive Amount for Component B based on the amount of Available Revenues, exclusive of Dedicated Municipal Revenues, then estimated to be available to make payments on such Bonds, taking into account the schedule for commencement and completion of Component B (the "Component B Incentive Amount Notice") and (b) within 30 days after receipt of the Component B Incentive Amount Notice, Developer may elect by written notice to the City not to proceed with Component B. If Developer elects not to proceed with Component B, Developer shall have no obligation to construct Component B and the City shall have no obligation to use any efforts to cause the issuance of Bonds with respect to Component B. Notwithstanding anything to the contrary herein, if Bonds are issued for Component B Developer shall complete Component B in accordance herewith.

Section 206 Leasing to Acceptable Tenants. Developer shall use good faith efforts to lease all of the Leasable Area in the Retail/Restaurant/Entertainment Space within Component A and, as applicable within Component B, to Acceptable Tenants as defined herein. Developer intends to lease no more than two-thirds of such space to entertainment and restaurant tenants, but Developer's failure to meet such goal shall not constitute a default hereunder. Developer shall not lease any Retail/Entertainment/Restaurant Space to any entity other than an Acceptable Tenant as defined herein. Notwithstanding the foregoing, Developer may lease space to: (a) a bank, post office or other entity which does not generate EATs, but: (a) the area occupied by such entities shall not count as Retail/Restaurant/Entertainment Space for purposes of ascertaining Developer's fulfillment of any Retail/Restaurant/Entertainment Leasable Area requirements of any Subcomponent, no leases with any such entities shall be included in calculating Pre-Leased area for purposes of the Draw Schedule. Notwithstanding the foregoing, Developer may also lease space to one or more tax-exempt museums or similar operations that issue tickets and charge for admission, provided, however, that space leased to such entities in excess of fifteen thousand (15,000) square feet in the aggregate shall not count as Retail/Restaurant/Entertainment Space for purposes of ascertaining Developer's fulfillment of any Retail/Restaurant/Entertainment Leasable Area requirements of any Subcomponent, such excess space shall not be included in calculating Pre-Leased area for purposes of the Draw Schedule, unless the City expressly approves such excess space for such purposes in writing. Developer may also lease space to museums or similar operations that issue tickets and charge for admission and that are not tax-exempt, but for any space leased to tax-exempt or non-tax-exempt museums or similar operations, such space in excess of forty thousand (40,000) square feet in the aggregate shall not count as Retail/Restaurant/Entertainment Space for purposes of ascertaining Developer's fulfillment of any Retail/Restaurant/Entertainment Leasable Area requirements of any Subcomponent, such excess space shall not be included in calculating Pre-Leased area for purposes of the Draw Schedule, unless the City expressly approves such excess space for such purposes in writing. Following the termination of any initial lease of space in the Development Project in accordance with the terms of this Agreement, Developer shall have the right to lease or sell such space to any User without regard to the terms of this Agreement. Notwithstanding anything in this Section 2.6 to the contrary, Developer may elect to market any portion of the Development Project for lease or for sale as a condominium unit, and the sale of any portion

of the Development Project to an Acceptable Tenant shall constitute satisfaction of Developer's obligations under the Draw Schedule with respect to such space.

Section 2.7 Governmental Approvals. The City agrees to employ reasonable and good faith efforts to cooperate with the Developer and Users and to process and timely consider and respond to all applications for the Governmental Approvals as received, all in accordance with the applicable City ordinances and laws of the State of Missouri. To the extent that Developer requests changes to the Development Plan and such changes are approved by the City pursuant to the terms of this Agreement and such changes are consistent with the requirements of this Agreement, the City shall employ reasonable and good faith efforts to cooperate and assist Developer in causing such changes to the Development Plan to be approved, but City in no way represents that such approvals will be obtained. Additional details as to specific Governmental Approvals requested may be provided by the Developer prior to Closing.

Section 2.8 Construction Plans. All Construction Plans shall be prepared by one or more professional engineers and/or architects licensed to practice in the State of Missouri as required by applicable state and local laws and the preparation of the Construction Plans, the Construction Plans and all construction practices and procedures with respect to the Work shall be in conformity with all applicable state and local laws, ordinances and regulations and shall include all Components and Subcomponents of Component A set forth on Exhibit B, as may be modified pursuant hereto.

Section 2.9 Local and Minority Participation Goals.

(a) The Developer shall comply with the requirements of the City's DESA Disadvantaged Business Enterprise Program as set forth in Section 7 of Ordinance 67231 of the City of St. Louis.

(b) The Developer intends to use union construction trades in its performance of the Work.

(c) The Developer shall, and shall require in each contract entered into with any general contractor with respect to the Development Project or any Component or Subcomponent thereof, that such Persons shall: (i) not discriminate against any employee or applicant for employment on any basis prohibited by any Nondiscrimination Law, (ii) provide equal opportunity in all employment practices, (iii) comply with all other applicable Nondiscrimination Law and executive orders regarding contracting, hiring and employment and (iv) provide to City such information, reports and other data in Developer's possession as may be reasonably requested by City to permit City to monitor and review compliance with the equal opportunity employment provisions contained in this Section 2.9.

(d) Prior to any disbursement to Developer from the Project Fund, Developer shall have presented to City, and the MBE/WBE Compliance Officer shall have approved, an MBE/WBE Utilization Statement, indicating Developer's compliance with the provisions of this Section 2.9 and the requirements incorporated herein.

(e) Developer shall comply with the Equal Opportunity and Nondiscrimination Guidelines attached hereto as Exhibit J.

(f) Developer shall work with the St. Louis Agency for Training and Employment ("SLATE") to establish a recruitment and training program for minority City residents for employment in the operation of the completed Development Project, and shall use good faith efforts to ensure that all business tenants of the Development Project seek referrals from SLATE of minorities for all available job openings. Developer shall establish an Office of Training and Employment with the express purpose of maximizing employment opportunities for City residents, particularly the historically disadvantaged population, which Office shall be coordinated by a senior executive of Developer, who shall establish reasonable goals for City resident and historically disadvantaged participation levels for the workforce in the completed Development Project.

Section 2.10 City Review and Approval of Certificates. Upon submission by Developer to the City and/or its designee of a Certificate of Commencement of Construction or a Certificate of Substantial Completion with respect to any Component or Subcomponent, each of the Mayor or his designee shall, within ten (10) Business Days following delivery of any such Certificate of Commencement of Construction or within thirty (30) days following delivery of any such Certificate of Substantial Completion, carry out such inspections as it deems necessary to verify to its reasonable satisfaction the accuracy of the certifications contained in the Certificate. Each Certificate shall be deemed accepted by the City and/or its designee unless, within such ten (10) Business Day or thirty (30) day period following delivery of the Certificate, as applicable, the Mayor or his designee furnishes the Developer with specific written objections to the status of the Work for which such Certificate is sought, describing such objections and the measures required to correct such objections in reasonable detail. In the case where the Mayor or his designee, within such ten (10)

Business Day or thirty (30) day period following delivery of the Certificate, as applicable, furnishes the Developer with specific written objections to the status of the Work for which the Certificate is sought, the Developer shall have such amount of time as is reasonably necessary to address such objections and when addressed shall re-submit the Certificate to the Mayor or his designee in accordance with this Section. Upon acceptance of the Certificate by the Mayor or his designee, or upon the lapse of such ten (10) Business Day or thirty (30) day period following delivery of the Certificate, as applicable, to the Mayor or his designee without any written objections thereto, the City and/or its designee and Developer shall execute the Certificate. In the case of a Certificate of Substantial Completion, Developer may record such Certificate with the City's Recorder of Deeds, and the same shall constitute irrefutable evidence that Developer has satisfied all of its obligations and covenants to construct the Development Project, or the Component thereof for which the Certificate of Substantial Completion is sought, in accordance with the Development Plan and this Agreement. If Developer requests the issuance of the Certificate of Substantial Completion from the City for the Work or any portion thereof under the circumstances that punch list items (such as completion of sidewalks, final asphalt topping and insubstantial construction work) and landscaping are not fully completed, Developer shall be granted such Certificate of Substantial Completion provided that Developer has complied with all other requirements of this Section, provided, however, that the final Certificate of Substantial Completion for a Component shall not be approved or deemed approved until the entire Component, including all site improvements, is substantially complete.

Section 2.11 Transportation Development District. The Developer shall petition or shall have petitioned the Circuit Court of the City of St. Louis, Missouri, for the creation of the TDD pursuant to the TDD Act, to be known as the Ballpark Village Transportation Development District. The TDD shall be created solely for the purpose of providing tax revenues in addition to other Available Revenues, excluding Dedicated Municipal Revenues, for funding the costs of a Transportation Project comprising a portion of the Development Project Costs. The TDD shall be created and shall operate in accordance with the following:

- (a) The TDD's boundaries shall consist of the Development Area, excluding the BHOF Property.
- (b) Developer hereby agrees to take all actions necessary to cause the TDD to impose the TDD Sales Tax and/or the TDD Ticket Tax, and the TDD Revenues from such TDD Sales Tax and/or TDD Ticket Tax shall be applied to debt service on the Bonds funding that portion of the Development Project Costs paid or incurred in connection with the Transportation Project.
- (c) In the alternative to the imposition of a TDD Sales Tax as set forth in subsection (b) above, the Developer agrees to take all action necessary to cause the TDD to impose the Springing District Sales Tax as provided in Section 2.18 of this Agreement.
- (d) The TDD's board of directors shall consist of five members; to the extent permitted by law, the Developer agrees that it shall designate one individual designated by the Mayor of the City, and one individual designated by the Comptroller of the City, as the Developer's legally authorized representatives (as such term is used in the TDD Act) for the purpose of each individual holding the office of director on the TDD's board of directors. The Developer agrees, while the Developer owns the majority of real property within the boundaries of the TDD, to cause such designated individuals to be elected to the TDD's board of directors.
- (e) All TDD Revenues shall be deposited into the TDD Revenues Account of the Special Allocation Fund to provide for the payment of principal of and interest on Bonds issued in connection with the Transportation Project.
- (f) The TDD Revenues shall be pledged, subject to annual appropriation, to pay debt service on that portion of the Bonds related to Transportation Project Costs.
- (g) The TDD shall keep accurate records of TDD Revenues received and costs incurred, and such records shall be open to inspection by the City at all reasonable times.
- (h) The TDD shall maintain its existence until all Bonds have been paid in full, at which time the TDD shall dissolve and the TDD Sales Tax and any Springing District Sales Tax, if imposed, and the TDD Ticket Tax, if imposed, shall no longer be levied unless a subsequent project has been authorized by the TDD and approved by the City in accordance with the TDD Act.
- (i) The TDD shall not exercise any powers or undertake any action authorized under the TDD Act other than those powers and actions expressly set forth in this Section as reasonably necessary in connection with the completion of any Transportation Project or as otherwise agreed upon by the City and the Developer in writing.
- (j) The TDD shall not, without the City's consent, issue any obligations.

Section 2.12 City and Developer Actions with Respect to the TDD. The City acknowledges that the City will be the local transportation authority required to approve the Transportation Project in accordance with the TDD Act. The City further acknowledges the general economic benefit and the overall value to the community created by the construction of the Transportation Project. To that end, the City and the Developer agree as follows in connection with the TDD:

(a) The City and Developer shall use their best efforts and cooperate with each other in good faith in all proceedings relating to the creation and certification of the TDD, including the execution of all consents, approvals, authorizations or other documents required to create and certify the TDD or cause the City to be designated as the local transportation authority within the meaning of the TDD Act. The form of the petition for creation of the District shall be subject to approval by the City Counselor's Office, which approval shall not be unreasonably withheld, conditioned or delayed and shall be deemed granted if written approval or denial of the form petition is not received by the Developer within fifteen (15) days from receipt thereof.

(b) The City shall approve the Transportation Project as a "project" in accordance with the provisions of the TDD Act.

(c) The City, may, through the Board of Estimate and Apportionment, appoint at least one advisor to the TDD's board of directors having the authority and rights set forth in Section 238.220.4 of the TDD Act.

(d) The Developer shall not object to the City's designation as a "local transportation authority" within the meaning of Section 238.202 of the TDD Act.

(e) The Developer shall in good faith cooperate and assist in obtaining approval for and levying of any TDD Sales Tax and the TDD Ticket Tax to be imposed in accordance with this Article II by voting to approve the TDD Sales Tax and the TDD Ticket Tax at an election held in accordance with Section 238.216 of the TDD Act.

(f) The Developer shall use its best efforts to require in each lease or deed with any User of any portion of the Development Project that is Retail/Entertainment/Restaurant Space that any retailer shall add the TDD Sales Tax, if any, to the retailer's sales price and when so added such TDD Sales Tax shall constitute a part of the price, shall be a debt of the purchaser to the retailer until paid, and shall be recoverable at law in the same manner as the purchase price, all as provided for in Section 238.235 of the TDD Act, provided, however, that if Developer uses its best efforts to require the inclusion of such a provision in any lease or deed with any User, but is unable to do so, Developer may enter into such lease or deed without such provision; and provided, further, that Developer's inability to require the inclusion of such provision does not eliminate tenant's legal obligation to pay the TDD Sales Tax and Developer shall not enter into leases for more than 10% of the Retail/Restaurant/Entertainment Space where such provision is not included in the lease.

(g) The City and the Developer shall waive the right to file suit to set aside the TDD Sales Tax, the TDD Ticket Tax, if any, or otherwise question the validity of the proceedings relating thereto.

(h) Developer shall pay or cause to be paid all costs, including without limitation reasonable costs incurred by the City in connection with the creation of the TDD, which shall constitute Reimbursable Development Project Costs.

Section 2.13 Pledge of TDD Revenues. Subject to the limits provided in Section 2.17 of this Agreement and this Section, the Developer shall cause the TDD to enter into the Cooperation Agreement to pledge, subject to annual appropriation, all TDD Revenues that are from time to time on deposit in the Special Allocation Fund solely to the payment of TDD Administrative Costs and debt service on the portion of the Bonds related to the Transportation Project. The TDD's obligations under this Section shall be the exclusive responsibility of the TDD payable solely out of TDD funds and property as provided in the TDD Act and shall not constitute a debt or liability of the State of Missouri or any agency or political subdivision of the State.

Section 2.14 Community Improvement District. The Developer has petitioned the City for the creation of a community improvement district pursuant to the CID Act, to be known as the Ballpark Village Community Improvement District. The CID shall be created solely for the purpose of providing tax revenues in addition to other Available Revenues, excluding Dedicated Municipal Revenues, for funding Development Project Costs paid or incurred in connection with the CID Project. The CID shall be created and shall operate in accordance with the following:

(a) The CID's boundaries shall consist of the Development Area, excluding the BHOF Property.

(b) The CID shall be formed as a political subdivision of the State of Missouri.

(c) The CID shall be hereby authorized to impose the CID Sales Tax, the CID Sources and/or the CID Ticket Tax the proceeds of which CID Sources, CID Sales Tax and/or CID Ticket Tax, after payment of CID Administrative Costs, shall be pledged, subject to annual appropriation, to pay debt service on that portion of the Bonds related to the CID Project. The CID shall take all actions necessary to impose [and obtain voter approval of] the CID Sales Tax, CID Sources and CID Ticket Tax, as applicable.

(d) In the alternative to the imposition of the CID Sales Tax as set forth in subsection (c) above, the CID shall impose the Springing District Sales Tax as provided further in Section 2.18 of this Agreement.

(e) The CID's board of directors shall consist of five members, whom shall be appointed by the Mayor of the City with the consent of the Board of Aldermen of the City. Developer agrees that it shall designate one individual designated by the Mayor of the City and one individual designated by the Comptroller of the City as the legally authorized representatives (pursuant to the CID Act) of two separate businesses operating within the District which are Related Entities to Developer, for the purpose of such individuals serving on the CID's board of directors as representatives of such businesses.

(f) CID Revenues shall be pledged, subject to annual appropriation, to pay debt service on that portion of the Bonds related to the costs of the CID Project.

(g) The CID shall maintain accurate records of revenues received, which records shall be open to inspection by the City at all reasonable times.

(h) The CID shall maintain its existence until all Bonds have been paid in full, at which time the CID shall dissolve and the CID Sales Tax, and the Springing Sales Tax, if imposed, the CID Sources, and the CID Ticket Tax, if any, imposed by the CID as a special assessment, shall no longer be levied unless a subsequent project has been authorized by the CID and approved by the City in accordance with the CID Act.

(i) All CID Revenues shall be deposited into the CID Revenues Account of the Special Allocation Fund to provide for, subject to annual appropriation, the payment of principal of and interest on Bonds issued in connection with the CID Project.

(j) The CID shall not exercise any powers or undertake any action authorized under the CID Act other than those powers and actions expressly set forth in this Section as reasonably necessary in connection with completion of the CID Project comprising a portion of the Development Project or as otherwise agreed upon by the City and the Developer in writing.

(k) The CID shall not, without the City's consent, issue any obligations.

Section 2.15 City and Developer Actions with Respect to the CID.

(a) The City acknowledges that the Developer, at its sole cost and expense, intends to advance all costs necessary to design, develop and construct the CID Project comprising a portion of the Development Project, subject to the creation of the CID to finance the CID Project, and subject to the other terms of this Agreement. The City further acknowledges the general economic benefit and the overall value to the community created by the construction of the CID Project. To that end, the City and the Developer agree as follows in connection with the CID: (i) the City and Developer shall use their best efforts and cooperate with each other in good faith in all proceedings relating to the creation and certification of the CID, including the execution and filing of all petitions, consents, approvals, authorizations or other documents required to create and certify the CID; and (ii) the Developer shall in good faith cooperate and assist in obtaining approval for and levying of the CID Sales Tax contemplated by the Agreement, if any, by voting to approve the CID Sales Tax at an election held in accordance with Section 67.1545 of the CID Act, in obtaining approval for the CID Sources, if any, imposed by the CID, and in obtaining approval for the CID Ticket Tax, if any, imposed by the CID as a special assessment.

(b) The Developer shall use its best efforts to require in each lease or deed with any User of any portion of the Development Project that is Retail/Restaurant/Entertainment Space that every retailer shall add the CID Sales Tax, if any, to the retailer's sales price and when so added such CID Sales Tax shall constitute a part of the price, shall be a debt of the purchaser to the retailer until paid, and shall be recoverable at law in the same manner as the purchase price, all as provided for in Section 67.1545 of the CID Act, provided, however, that if Developer uses its best efforts to require the inclusion of such a provision in any lease or deed with any User, but is unable to do so, Developer may enter into such lease or deed without such provision and provided further that Developer's inability to require the inclusion of such provision does not eliminate such User's obligation to pay the TDD Sales Tax and Developer shall not enter into leases for more than 10% of the Retail/Restaurant/Entertainment Space where such provision

is not included in the lease.

(c) The City and the Developer shall waive the right to file suit to set aside the CID Sales Tax, CID Sources and/or CID Ticket Tax, if any, or otherwise question the validity of the proceedings relating thereto.

(d) City and Developer shall cooperate to cause the Director of the Department of Revenue for the State of Missouri shall administer and collect the CID Sales Tax pursuant to Section 67.1545.4 of the CID Act.

Section 2.16 Pledge of CID Revenues. Subject to the limits provided in Section 2.17 of this Agreement and this Section, if the CID is formed, the Developer intends to cause the CID to enter into the Cooperation Agreement to pledge, subject to annual appropriation, all CID Revenues and to pledge, subject to annual appropriation, all Ticket Tax Revenues, that are from time to time on deposit in the Special Allocation Fund solely to the payment of CID Administrative Costs and debt service on the portion of the Bonds related to the CID Project comprising a portion of the Development Project. The CID's obligations under this Section shall be the exclusive responsibility of the CID payable solely out of the CID's funds and property as provided in the CID Act and shall not constitute a debt or liability of the State of Missouri or any agency or political subdivision of the State. Neither the CID nor the City shall be obligated to pledge any funds other than those specifically pledged to repayment of the Bonds.

Section 2.17 Obligation to Create CID or TDD; Ticket Tax. Notwithstanding anything contained herein to the contrary, the Developer shall be required to impose a Sales Tax totaling 1% through either the CID or the TDD, and to impose a Ticket Tax as defined herein through either the CID or the TDD, and shall further be required to cause either the CID or the TDD to impose the Springing District Sales Tax as set forth in Section 2.18 hereof.

Section 2.18 Springing District Sales Tax. If for any two (2) consecutive Bond Years following Substantial Completion of the Development Project and prior to the maturity or redemption of the Priority Bonds, the aggregate amount of Available Revenues other than Dedicated Municipal Revenues available to make scheduled payments on the Priority Bonds (exclusive of any redemptions other than redemptions at maturity) are insufficient to achieve a debt service coverage ratio for the Priority Bonds (exclusive of any amounts for redemptions other than redemptions at maturity) of at least 1.1 to 1.0 as reasonably calculated by the applicable member of the Financing Team at the end of each Bond Year, the TDD or CID shall cause the imposition of such Springing District Sales Tax to become effective on the first day of the second calendar quarter following receipt of written notice from the applicable member of the Financing Team of the failure to achieve such coverage.

(a) Developer shall have the right, in Developer's reasonable discretion, to the extent permitted by law, to exempt Leasable Areas associated with particular tenants from the Springing District Sales Tax by amending the boundaries of either the CID or the TDD, as applicable (to the extent allowable by law), and City hereby agrees it will not object to the boundaries of the TDD or the CID so amended by Developer pursuant to this Section 2.18 so long as in every case except the case of a grocery store with less than 10,000 square feet of Leasable Area, the City or its designee has approved in writing the exclusion of a particular Acceptable Tenant prior to its exclusion.

(b) The Springing District Sales Tax will, unless Developer shall otherwise elect, be terminated at any time following achievement of a minimum debt service coverage ratio for the Priority Bonds based on the payment schedule for the Bonds when compared with Available Revenues (excluding Dedicated Municipal Revenues) excluding the proceeds of the Springing District Sales Tax, (exclusive of any amounts for redemptions other than redemptions at maturity) of at least 1.1 to 1.0, as reasonably calculated by the Financing Team for two (2) consecutive Bond Years. In the event that the required debt service coverage ratio based on the payment schedule for the Bonds when compared with Available Revenues (excluding Dedicated Municipal Revenues) has been achieved, the CID and/or TDD, as applicable, shall suspend the imposition of such Springing District Sales Tax until such time as the conditions which caused the original imposition of such Springing District Sales Tax to become effective under this Section 2.18 re-occur, in which case such Springing District Sales Tax shall be reinstated.

Section 2.19 Costs of City. Developer hereby agrees:

(a) upon issuance of the Bonds and initial disbursement of the Bond Proceeds in accordance with Section 4.5(b), and only if the Bonds are so issued and the Bond Proceeds are so disbursed, the Developer shall reimburse the City for the reasonable and necessary costs incurred by the City associated with any third party studies or reports and any third party or professional services, including, but not limited to, legal services required in connection with the MODESA Act financing, with any associated documents, and the other transactions contemplated herein, feasibility studies, market studies, appraisals, shift-share analyses, blight studies, the Development Plan, cost-benefit analyses and engineering reports associated with the Development Plan or Development Project; provided, however, the City shall obtain the prior written consent of the Developer for any such third party studies or reports (but

the consent of the Developer shall not be required for any third party professional services) such consent not to be unreasonably withheld, and the City shall, in consultation with the Developer, use its best efforts to cap the amounts of the fees paid to third parties in connection with the Development Project; and

(b) upon issuance of the Bonds and initial disbursement of the Bond Proceeds in accordance with Section 4.5(b), and only if the Bonds are so issued and the Bond Proceeds are so disbursed, Developer shall pay or cause to be paid all out-of-pocket costs reasonably and actually incurred by the City in connection with the creation of the CID and/or the TDD, but Developer shall not be required to pay for any costs of City's staff, including in-house counsel.

Any amounts paid by Developer to the City hereunder shall represent Reimbursable Development Project Costs to be reimbursed exclusively from the proceeds of Bonds as provided in and subject to Article III and Article IV of this Agreement.

ARTICLE III PROJECT FUNDS

Section 3.1 Agreement to Provide Incentive Amount; Reduction in Incentive Amount.

(a) Subject to the terms of the Financing Ordinance and this Agreement, the City agrees to use reasonable and good faith efforts to cause the Issuer to loan to the Developer such amounts as are requested by the Developer to pay for Reimbursable Development Project Costs incurred by Developer in a total amount not to exceed the amounts set forth on Exhibit C with respect to each Component and Subcomponent of the Development Project as set forth on Exhibit B and Exhibit C (the "Incentive Amount"), as such amount may be reduced as set forth in Section 3.1(c) in this Agreement and on such Exhibit C, to be disbursed as set forth herein. Such loan shall be evidenced by the Issuer Note.

(b) Subject to the terms of the Financing Ordinance and this Agreement, the City agrees to use reasonable and good faith efforts to cause the Issuer to issue Bonds, and to use reasonable and good faith efforts to cause such Bonds to be privately placed and/or publicly sold, and to use the proceeds of the Bonds to: (i) fulfill its obligation to provide the Incentive Amount for each Component set forth on Exhibit C for each Component (as reduced pursuant to Section 3.1(c)) to Developer for Reimbursable Development Project Costs; and (ii) pay all Issuance Costs and any other amounts to be paid from Bond Proceeds as the parties mutually agree.

(c) Notwithstanding anything in this Agreement to the contrary, Developer shall be permitted to increase the amount of Leasable Area and other numerical quantities in the Retail/Entertainment/Restaurant Office Subcomponents and the Residential Component as set forth on Exhibit B by written notice to the City no less than eight (8) weeks prior to the Closing Date for such Component, provided each Component and Subcomponent contains the Essential Elements set forth in Exhibit B for such Component, and the Maximum Reimbursable Development Project Costs amount for any Subcomponent so modified shall be adjusted in accordance with the formula set forth in Exhibit C attached hereto and provided in no event shall the total Maximum Reimbursable Development Project Costs for the Development Project exceed One Hundred Fifteen Million Eight Hundred Thousand Dollars (\$115,800,000) and provided further that in no event shall the Maximum Reimbursable Development Project Costs for the Parking and Streetscape Subcomponents exceed the amounts set forth on such Exhibit C. Developer shall attach a revised Budget to such notice, reflecting adjustments to budgeted costs which reasonably correspond to the modifications to the Leasable Area and other numerical quantities in each Component. The approval of the City shall not be required in order for the Developer to make changes that are in accordance with the requirements of this subsection provided that such modifications, when taken together, do not change the character of the Development Project as an Urban Mixed-Use Project. In addition to those changes expressly permitted herein and in Exhibit C, Developer may request that the City approve modifications to any Component or Subcomponent that Developer believes are in the best interests of the overall Development Project, and Developer and City shall work together to structure such changes as Developer and City mutually agree will be beneficial to the Project, so long as such modifications will not have an adverse impact on the amount of Available Revenues (excluding Dedicated Municipal Revenues) or an adverse impact on the Issuer's ability to issue the Bonds. The Developer shall not make any material change in the Leasable Area in any Component subsequent to the issuance of the Bonds absent the City's written approval of such change, which written approval shall not be unreasonably withheld if such change has no adverse impact on Available Revenues (excluding Dedicated Municipal Revenues), does not adversely affect the conformance of the Reimbursable Development Project Costs to the limitations of the sources of Available Revenues (excluding Dedicated Municipal Revenues), and does not change the character of the Development Project as an Urban Mixed-Use Project. The City agrees to act promptly to consider and either approve or disapprove of such change upon the request of such change from Developer and to cooperate and assist with all requests for changes.

Section 3.2 Obligations Limited to Reimbursable Development Project Costs. Nothing in this Agreement shall

obligate the City or Issuer to reimburse Developer or advance any portion of the Incentive Amount to the Developer for any cost that does not: (a) in the case of a cost associated with MODESA Local Revenues, qualify as a Local Development Project Cost; (b) in the case of a cost associated with New State Revenues, qualify as a State Development Project Cost; (c) in the case of a cost associated with TDD Revenues, qualify as a cost related to a Transportation Project comprising a portion of the Development Project and that permissible under the TDD statutes; or (d) in the case of a cost associated with CID Revenues, qualify as a cost related to a CID Project comprising a portion of the Development Project and that is permissible under the CID statutes.

Section 3.3 Manner in which City Shall Provide Incentive Amount. The City shall provide the Incentive Amount by using its reasonable and good faith efforts to cause the Issuer to issue the Bonds as provided and under the conditions specified herein and by using reasonable and good faith efforts to cause the Issuer to lend the Incentive Amount to Developer pursuant to one or more Issuer Notes and Issuer Mortgage(s) as described in Exhibit U.

Section 3.4 Cost Savings and Excess Profits.

(a) Prior to or concurrently with submission of a Certificate of Commencement of Construction for any Component, Developer shall submit to the Financing Team a Final Component Budget (which Budget shall be submitted to the Financing Team prior to Commencement of Construction and shall be consistent with Exhibit N and which shall also provide sufficient detail to enable the calculations contemplated hereunder to be made, and which Budget shall set forth Developer's fees in a fixed amount, and acquisition costs in a fixed amount unless Developer elects to acquire the BHOF Property and real property interests related thereto and/or private and utility easements, in which case such Budget shall include the reasonably estimated cost of such acquisitions if contemplated or the actual cost of such acquisition if consummated, and which Budget shall exclude User Improvements except such User Improvements as Developer intends to pay for on behalf of a User).

(b) Within one hundred twenty (120) days following the sale of all of the residential condominium units included in the Development Project, Developer shall furnish to the City a statement of Verified Total Project Costs for the residential component of the Development Project, with reasonable back-up documentation supporting such costs sufficient to reasonably satisfy the City as to the accuracy of the statement (and, in the case of known User improvements for which Developer is required to make payment pursuant to any sale contract but which have not yet been made, which back-up may consist of estimates of costs performed by or for Users that is prepared for Developer by a reputable general contractor). Within one hundred twenty (120) days following the Substantial Completion of the non-residential components of the Development Project, Developer shall furnish to the City a statement of Verified Total Project Costs for such non-residential components, with reasonable back-up documentation supporting such costs sufficient to satisfy the City as to the accuracy of the statement, which statement shall separately detail the costs of User improvements and the manner in which payment was made for such User Improvements (and, in the case of known User improvements for which Developer is required to make payment pursuant to any Lease or Letter of Intent but which have not yet been made, which back-up may consist of estimates of costs performed by or for Users that is prepared for Developer by a reputable general contractor). **"Verified Total Project Costs"** means the sum total of all costs incurred, and any such costs incidental to the Development Project or the Work, including, but not limited to, all Acquisition Costs, Development Project Costs, Reimbursable Development Project Costs, costs of User improvements and finish work for any space to be occupied by any User, whether paid by Developer or a third party (and including a reasonable estimate of such costs to be incurred following the date of such statement), and the cost of all interest accrued with respect to all funds invested in the applicable residential or non-residential portion of the Development Project from the date such funds are invested through the date upon which the Verified Total Project Costs statement is submitted to the City, with such interest to be accrued at a rate equal to the actual cost of funds borrowed by Developer from third parties not related in any way to the Developer with respect to the Development Project or the Work. If Developer has not borrowed funds from third parties not related in any way to the Developer for the Development Project or the Work, then the interest rate hereunder shall be equal to the prime rate of interest published in The Wall Street Journal, or the higher of such rates if more than one rate is published.

(c) For purposes of this Section 3.4, the term "Non-Residential Cost Savings" means the amount, if any, by which the costs of the non-residential portion of the Development Project Costs set forth in the Budget attached hereto as Exhibit N exceed the Verified Total Project Costs for the non-residential portion of the Development Project attached to this Agreement, based on the statement of Verified Total Project Costs submitted by the Developer pursuant to subsection (a) above.

(d) Within one hundred twenty (120) days following the sale of all of the residential condominium units included in the Development Project, if any, the Developer also shall furnish to the City for the City's review a statement of all net sales proceeds derived from the sale of such residential condominium units, which statement shall be supported by appropriate documentation, including copies of seller's closing statements for such sales (the "Net Sales Proceeds"). For purposes calculating the Net Sales Proceeds hereunder, the Developer shall deduct all applicable taxes, fees, commissions, and expenses that are not

otherwise included as Verified Total Project Costs. The term “Excess Residential Proceeds” shall mean the amount by which: (x) the sum of: (i) Net Sales Proceeds, plus (ii) any revenues (or the proceeds from obligations secured by such revenues) generated by a special assessment imposed on residential property by a community improvement district or transportation development district formed within the Development Area, to the extent that such revenues or proceeds are not pledged to pay the costs of the CID Project or the TDD Project, respectively, hereunder, plus (iii) the Incentive Amount attributable to the residential portion of the Development Project as established pursuant to the provisions of Exhibit C and Section 3.1 hereof; exceeds (y) the Verified Total Project Costs for the residential condominium portion of the Development Project, reduced by Developer’s estimated tax liability on account of such Excess Residential Proceeds, as estimated by Developer’s accountant on the basis of the highest combined local, state and federal effective tax rate then affecting each member of Developer or any of individual beneficially owning, directly or indirectly, any membership interest in Developer for the tax year prior to the year in which such proceeds are realized, but only if the Developer is an ownership entity structured in a manner that tax liability devolves to members or partners in the entity rather than the entity itself. If the Developer is an ownership entity that itself incurs tax liability, Excess Residential Proceeds shall be reduced by Developer’s estimated tax liability on account of such Excess Residential Proceeds calculated with respect to the ownership entity.

(e) In the event that the Developer achieves Non-Residential Cost Savings or Excess Residential Proceeds, then seventy-five percent (75%) of any such Non-Residential Cost Savings and seventy-five percent (75%) of any such Excess Residential Proceeds shall be applied at the election of the Developer, in the Developer’s sole and subjective discretion, to (i) redeem the Priority Bonds; or (ii) pay for, or deposit into a reserve account for payment within ten (10) years (or longer for good cause if approved by the City, such approval not to be unreasonably withheld), any costs related to the Development Area or the sidewalks on the opposite side of the streets bordering the Development Area; or (iii) any combination of (i) and (ii).

(f) Notwithstanding anything herein to the contrary, if Developer elects in accordance with the terms of this Agreement not to construct any residential space in the Development Project, those portions of this Section 3.4 applicable to the residential component shall not have any effect.

Section 3.5 City’s Obligations Limited to Special Allocation Fund and Bond Proceeds. Notwithstanding any other term or provision of this Agreement, Bonds issued by the Issuer to provide the Incentive Amount to the Developer for Reimbursable Development Project Costs and to pay Issuance Costs are payable only from the Special Allocation Fund and from Bond Proceeds, if any, and from no other source. The City has not pledged its full faith and credit relative to the City’s obligation to issue the Bonds or to pay any Reimbursable Development Project Costs. The Bonds shall be special, limited obligations of the Issuer, and shall not constitute a debt of the City within the meaning of any constitutional or statutory provision.

ARTICLE IV PUBLIC FINANCING

Section 4.1 Cooperation to Obtain MODESA Financing. The City hereby agrees that as soon as reasonably practical, it shall promptly submit an application to the Missouri Department of Economic Development and to the Missouri Development Finance Board, as appropriate, for state supplemental financing under the MODESA Act (the “MODESA Application”). The MODESA Application shall include a request that the maximum amount of revenues from the Development Project permitted under the MODESA Act be deposited into the Special Allocation Fund, to be used to pay debt service on the Bonds. Developer shall cooperate with the City in the preparation and submission of the MODESA Application. Upon approval of the MODESA Application, the City shall enter into a written agreement with the State of Missouri or appropriate agency thereof setting forth the terms and conditions of the MODESA Act funding. The City, with the cooperation of the Developer, shall use its best efforts to fulfill any obligation of the City or any agency thereof to the State of Missouri in connection with the MODESA Act financing, and to enforce the obligations of the State of Missouri or agency thereof under any such agreement and the MODESA Act, including but not limited to the commitment to deposit all New State Revenues into the Special Allocation Fund.

Section 4.2 Issuance of Bonds. Upon satisfaction of the conditions to Closing set forth in ARTICLE V of this Agreement, the City agrees to use reasonable and good faith efforts to cause the Issuer to issue the Bonds for Component A, which shall include the terms set forth in Section 4.3 hereof, in a manner that covers Issuance Costs thereof and produces the amount established as the Incentive Amount in Exhibit C for such Component A, and to use reasonable and good faith efforts to cause all such Bonds to be privately placed and/or publicly sold, and to use reasonable and good faith efforts to cause the terms and provisions of the Bond Indenture and all other Bond Documents to be substantially in accordance with the terms and provisions of this Agreement and the Financing Ordinance and otherwise satisfactory to Developer, City and Issuer in their respective sole and subjective discretion. Neither Developer, any Related Entity, nor the City shall be required to provide any credit enhancement or guaranty for the Bonds, provided, however, that the Developer shall be required to purchase the Subordinate Bonds in an amount not less than the amount set forth on Exhibit C for Component A at the time of issuance (which amount shall be reduced in the same

proportion as any reduction in the Incentive Amount for such Component made pursuant to Section 3.1(c) hereof) and to provide the Completion Guaranty referenced herein and to fund any shortfall of interest on the Bonds pursuant to Section 4.3(g). Bonds for Component A shall be issued in a manner that allows for the issuance of other Bonds for Component B in parity with the Component A Bonds provided that the Financing Team is satisfied that the total Available Revenues (excluding Dedicated Municipal Revenues) will be sufficient to pay principal and interest on both such Parity Bonds and the Component A Bonds. Subsequent to the issuance of the Component A Bonds, Developer may request that Issuer issue Parity Bonds for Component B, provided that the Financing Team is satisfied that the total Available Revenues (excluding Dedicated Municipal Revenues) will be sufficient to pay principal and interest on such Parity Bonds and the Bonds already issued. City and Issuer shall use their reasonable and good faith efforts to cause the issuance of such Parity Bonds in an expeditious manner, in an amount supported by the estimated Available Revenues (excluding Dedicated Municipal Revenues) at a 1.25 to 1.00 debt service coverage ratio for the Priority Bonds (which minimum debt service coverage ratio may be adjusted on the terms provided in Section 4.3(d) hereof) and such other requirements set forth in the Bond Indenture.

Section 4.3 Terms of Bonds.

(a) The Bonds and the Parity Bonds, if any, shall, subject to the restrictions of all applicable laws, be issued with such reasonable and current market interest rates, in such denominations, and with such other terms as may be mutually agreed to by the parties, as recommended by the Financing Team. All Bonds shall have a final stated maturity of the Maturity Date.

(b) The principal amount of the Priority Bonds shall not exceed the amount for which, based upon projections reasonably acceptable to the Financing Team as to the Available Revenues (excluding Dedicated Municipal Revenues), the remaining Available Revenues, after excluding Dedicated Municipal Revenues from the Available Revenues, would provide a 1.25 to 1.00 debt service coverage ratio for the Priority Bonds based on the payment schedule for the Bonds when compared with Available Revenues (excluding Dedicated Municipal Revenues); subject, however, to the provisions of Section 4.3(d) below.

(c) A portion of the total Bonds to be issued for either Component in the amount established in Section 3.1 of this Agreement, subject to the limitations of Article III of this Agreement, shall be Subordinate Bonds in the amount set forth on Exhibit C as "Minimum Developer Subordinate Bond Purchase" for such Component (which amount shall be reduced in the same proportion as any reduction in the Incentive Amount for such Component made pursuant to Section 3.1(c) hereof), or, subject to the provisions of Section 4.3(d) below, such greater amount as may be permitted thereby. The Subordinate Bonds to be issued for either Component shall be issued and purchased as an additional series of Bonds under the Bond Indenture, simultaneously with the issuance and purchase of the Priority Bonds to be issued for such Component. The Developer shall purchase all Subordinate Bonds upon the issuance thereof.

(d) In the event that the projected debt service coverage ratio for the Priority Bonds necessary to be issued to obtain the Incentive Amount and cover Issuance Costs on the Bonds with respect to either Component is less than 1.25 to 1.00 based on the payment schedule for the Bonds when compared with Available Revenues (excluding Dedicated Municipal Revenues) when the Bonds to be issued with respect to such Component are priced, then the City and the Developer agree as follows: (i) the amount of the Subordinate Bonds to be issued with respect to such Component shall be increased by an amount equal to one-half (1/2) of the difference between the amount of Priority Bonds that could be issued with respect to such Component at the projected debt service coverage ratio when the Bonds with respect to such Component are priced (without taking into account the application of Section 4.3(d)(ii) hereof) and the amount of Priority Bonds that could be issued with respect to such Component at a 1.25 to 1.00 debt service coverage ratio based on the payment schedule for the Bonds when compared with Available Revenues (excluding Dedicated Municipal Revenues) when the Bonds with respect to such Component are priced, and (ii) the required debt service coverage ratio shall be reduced to a ratio (not to be less than 1.20 to 1.00 based on the payment schedule for the Bonds when compared with Available Revenues (excluding Dedicated Municipal Revenues)) that permits the amount of Priority Bonds to be issued with respect to such Component to be increased by an amount equal to one-half (1/2) of the difference between the amount of Priority Bonds that could be issued with respect to such Component at the projected debt service coverage ratio when the Bonds with respect to such Component are priced (without taking into account the application of Section 4.3(d)(ii) hereof) and the amount of Priority Bonds that could be issued with respect to such Component at a 1.25 to 1.00 debt service coverage ratio based on the payment schedule for the Bonds when compared with Available Revenues (excluding Dedicated Municipal Revenues) when the Bonds with respect to such Component are priced, all as reasonably determined by the Financing Team. Notwithstanding anything in this Agreement to the contrary, in no event shall the projected debt service coverage ratio of the Priority Bonds be less than 1.20 to 1.00 with respect to either Component based on the payment schedule for the Bonds when compared with Available Revenues (excluding Dedicated Municipal Revenues). The Financing Team shall provide prompt written notice to the City and the Developer of Financing Team's proposed application of the provisions of this Section 4.3(d), and the parties agree to negotiate in good faith to resolve any disagreement regarding the proposed application of the provisions of this Section 4.3(d) as soon as practicable.

(e) The maximum increase pursuant to Section 4.3(d) in the amount of Subordinate Bonds to be issued shall not exceed (i) with respect to Component A, \$3,000,000; and (ii) with respect to Component B, \$3,000,000, less any additional Subordinate Bonds issued with respect to Component A as a result of the operation of this Section 4.3 (the “Capped Increase Amount”); provided that the Capped Increase Amount for each Component shall be reduced in the event the Maximum Reimbursable Development Project Costs with respect to such Component is reduced in accordance with Section 3.1(c) hereof in the same proportion as such reduction to the Maximum Reimbursable Development Project Costs for such Component.

(f) Notwithstanding anything in this Agreement to the contrary, in the event that the adjustment in Section 4.3(d) would result in an increase in the amount of the Subordinate Bonds being issued in connection with the Closing on Component A in excess of the applicable Capped Increase Amount, then Developer shall have the right, in its sole and subjective discretion, to increase the amount of the Subordinate Bonds by up to Two Million Dollars (\$2,000,000) in excess of the Capped Increase Amount as necessary to achieve a minimum projected debt service coverage ratio of 1.20 to 1.00 (exclusive of any pledge of Dedicated Municipal Revenues) for the Priority Bonds based on the payment schedule for the Bonds when compared with Available Revenues (excluding Dedicated Municipal Revenues) being issued at Closing on Component A. If Developer does not elect to increase the amount of the Subordinate Bonds pursuant to this subsection, or if the amount of such increase would exceed Two Million Dollars (\$2,000,000) and the City elects not to approve such increase in accordance with this subsection, then either party shall have the right to terminate this Agreement by written notice to the other party.

(g) The Priority Bonds shall have a capitalized interest account (the “Capitalized Interest Account”) which shall provide for the payment of interest on the outstanding bonds for a minimum of twenty-four (24) months. Interest on the Bonds shall be funded from the Capitalized Interest Account. In the event that Substantial Completion of either Component does not occur on or before the second anniversary of the Closing Date applicable to such Component, Developer shall be obligated to advance to Issuer the amounts necessary to cover any scheduled interest payments due on the outstanding Bonds applicable to such Component. In order to satisfy this obligation, until such time as the City has accepted the Developer’s Certificate of Substantial Completion for the Component in question, Developer shall, on that date which is forty-five (45) days prior to the schedule date for payment of interest under the Bonds, less funds already on deposit to pay such interest in the Capitalized Interest Account, deposit into the Capitalized Interest Account an amount equal to the amount of scheduled interest payments due on the outstanding Bonds on the next scheduled payment date. The parties agree to use their best efforts to structure the transaction to maximize the use of tax-exempt Bonds for the financing contemplated herein, and in that regard the Developer agrees to enter into such repayment obligations, repurchase agreements, guaranties or other commercially reasonable financing arrangements to carry out the intent of this paragraph.

Section 4.4 Establishment of Funds. The funds and accounts shall be as set forth in the Bond Indenture.

Section 4.5 Use of Bond Proceeds. Upon receipt of any Bond Proceeds, the Bond Trustee shall deposit (i) into the Debt Service Reserve Account a reasonable portion of the principal amount of Bonds to be issued, if any, as determined by the Financing Team and reasonably acceptable to the Developer and the Issuer; (ii) into the Costs of Issuance Account a reasonable amount as determined by the Financing Team and reasonably acceptable to the Developer, the Issuer and the City to provide for payment of all Issuance Costs for such Bonds; and (iii) the remainder, which amount shall be no greater than the total Maximum Reimbursable Development Cost Amount for the Subcomponents included in such Component at the time of Closing, as set forth on Exhibit C and calculated in accordance therewith, for the Component for which Bonds are being issued, less anticipated interest earnings on all Funds during the time when the Project Funds are anticipated to be paid for Reimbursable Development Project Costs, subject to adjustment of the Maximum Reimbursable Development Cost Amount pursuant to Section 3.1(c), into the Project Fund.

(a) Funds in the Debt Service Reserve Account shall be applied in accordance with the provisions of the Bond Indenture to pay the principal of and redemption premium, if any, and interest on the Bonds as the same become due and payable at maturity, upon redemption, by acceleration or otherwise, to the extent that Available Revenues, exclusive of Dedicated Municipal Revenues, are not sufficient to make such payments.

(b) Funds in the Debt Service Account shall consist of Available Revenues, as and when deposited.

(c) Funds in the Costs of Issuance Account shall be applied in accordance with the provisions of the Bond Indenture to pay Issuance Costs, upon written disbursement requests of the City, the SLDC, the Authority or the Issuer. Any funds remaining in the Costs of Issuance Account six (6) months after issuance of the Bonds shall be transferred to the Debt Service Account.

Section 4.6 Disbursement of Amounts from the Project Fund.

(a) Amounts in the Project Fund shall be allocated to pay the Incentive Amount and advanced periodically in accordance with the provisions of this Agreement on a cumulative basis, the Bond Indenture and the Draw Schedule, to the Developer

to pay for Reimbursable Development Project Costs incurred by Developer up to the maximum amounts specified in Exhibit C for the particular Component as may be adjusted pursuant to this Agreement. The Bond Indenture shall provide that the Bond Trustee shall, subject to the terms of Section 4.6(b), disburse funds from the Project Fund upon receipt of a Certificate of Reimbursable Development Project Costs in the form attached hereto as Exhibit G executed by Developer, with supporting documentation reasonably and customarily acceptable to the City, evidencing that Developer shall have incurred Development Project Costs as set forth therein, which are eligible for reimbursement pursuant to the MODESA Act, the TDD Act and/or the CID Act, as applicable, but no sooner than at such times as permitted by the Draw Schedule.

(b) Any request to the Bond Trustee for disbursement from the Project Fund shall be in accordance with the Draw Schedule attached as Exhibit Q. In addition to the requirements of Exhibit Q, in connection with any such request to the Bond Trustee for disbursement from the Project Fund, Developer shall provide to the City and its designee: (i) itemized invoices, receipts or other information evidencing such costs, provided that the Developer may satisfy this requirement by providing to the City copies of all documentation otherwise required by Developer's lender(s) in connection with the Work for which such disbursement is requested; (ii) evidence of compliance with any leasing requirements that comprise a part of the Draw Schedule; (iii) a Certificate of Reimbursable Development Project Costs constituting certification by the Developer that such cost is eligible for reimbursement under the MODESA Act, the CID Act, or the TDD Act, as the case may be; and (iv) Developer shall advance or shall have previously advanced to the City the full amounts identified in Section 1.3 of this Agreement (unless Developer is protesting such amounts in good faith). Such information shall be provided to the City in a manner which enables the City to determine whether a Reimbursable Development Project Cost is eligible for reimbursement under the MODESA Act, the CID Act, or the TDD Act, as the case may be. Within ten (10) Business Days of the City's and/or its designee's receipt from the Developer of a Certificate of Reimbursable Development Project Costs, the City and/or its designee shall review such Certificate of Reimbursable Development Project Costs. If the City and/or its designee determines that (i) any cost identified as a Reimbursable Development Project Cost on any Certificate of Reimbursable Development Project Costs is not eligible for reimbursement under the MODESA Act, the CID Act or the TDD Act (as applicable); or (ii) the Request for Reimbursement is not in compliance with the Draw Schedule, the City and/or its designee shall so notify the Developer in writing within the ten (10) business day period referenced in this Section 4.6(b), identifying the ineligible cost and the basis for determining the cost to be ineligible, whereupon: (A) the Developer shall have the right to identify and substitute other costs as Reimbursable Development Project Costs with a supplemental application for payment and the ten (10) business day review and notification period shall begin anew, and (B) the City and/or its designee may instruct Bond Trustee to withhold the portion of the funds requested by Developer that are in dispute and disburse the remaining funds requested by Developer. In the event any funds are withheld pursuant to the preceding sentence, Developer and the City shall cooperate to expeditiously resolve any such dispute and funds previously withheld shall be disbursed promptly upon resolution of such dispute. If the parties are unable to resolve such dispute within thirty (30) days, the dispute shall be settled in accordance with the arbitration procedures set forth in Section 11.21 hereof. If the City and/or its designee fails to approve or disapprove any Certificate of Reimbursable Development Project Costs within ten (10) Business Days after receipt thereof, the Certificate of Reimbursable Development Project Costs shall be deemed approved and the Bond Trustee shall disburse the amount requested in the Certificate.

(c) The Bond Trustee shall be entitled to rely solely on the information contained in any Certificate of Reimbursable Development Project Costs submitted by the Developer and approved by the City and/or its designee, and any accompanying certificates, invoices and statements, and shall not be required to make any independent inspection or investigation in connection therewith.

(d) Subject to the other terms and conditions of this Agreement, including Developer's rights to disbursements from the Project Fund for Work performed after Substantial Completion up to the maximum amount specified in Exhibit C, and subject to the Draw Schedule, any funds remaining in the Project Fund after the City's acceptance (or deemed acceptance) of the Certificate of Substantial Completion for the Development Project shall be used for the redemption of the Bonds in accordance with the Bond Indenture.

(e) In addition to the provisions of the Draw Schedule, and notwithstanding anything contained in this Agreement to the contrary, no disbursement from the Project Fund shall be made until the City shall have received the executed Completion Guaranty in the form attached hereto as Exhibit M for the particular Component for which Closing has occurred, and the Financing Team shall be reasonably satisfied that the entity executing the Completion Guaranty meets the City's requirements with respect to its financial wherewithal as a guarantor.

Section 4.7 Application of Available Revenues. Except as otherwise provided in Section 6.4 hereof, the City hereby agrees, during the term of this Agreement, to apply all Available Revenues to the repayment of Bonds issued under this ARTICLE IV, as provided in the Financing Ordinance and this Agreement. The Bond Indenture shall provide for all Available Revenues transferred from the City to the Bond Trustee to be deposited into the Revenue Fund and applied as follows:

- (a) First, to pay any arbitrage rebate under Section 148 of the Internal Revenue Code;
- (b) Second, to pay the expenses of the Bond Trustee, including any expenses of the monitor as set forth in the Bond Indenture;
- (c) Third, to pay any interest (net of capitalized interest) on the Priority Bonds;
- (d) Fourth, to pay principal due on the Priority Bonds in accordance with the Base Amortization Schedule (as defined below);
- (e) Fifth, to pay reasonable fees and expenses of the Comptroller of the City and SLDC, provided that the amount of \$100,000 per year in the aggregate is hereby deemed acceptable;
- (f) Sixth, to pay any amounts necessary to replenish the Debt Service Reserve Account, if any, maintained for the Priority Bonds;
- (g) Seventh, to pay current and all accrued interest on the Subordinate Bonds, unless otherwise agreed to by Developer;
- (h) Eighth, to redeem the Priority Bonds in accordance with the Cumulative Redemption Schedule (as defined below);
- (i) Ninth, to repay the City's advances of Dedicated Municipal Revenues;
- (j) Tenth, to redeem the Subordinate Bonds based on a level Cumulative Amortization Schedule, with the date of the first redemption to be determined by mutual agreement of the parties, provided that prior to any such redemption of the Subordinate Bonds, all accrued interest on such Subordinate Bonds shall first be paid if not previously paid under subpart (g) of this section;
- (k) Eleventh, to redeem the Priority Bonds; and
- (l) Twelfth, to redeem the Subordinate Bonds.

For purposes of this Section 4.7, the term "Base Amortization Schedule" means a base amortization schedule for the Priority Bonds prepared by Financing Team and approved by Developer prior to Closing; the term "Cumulative Redemption Schedule" means a cumulative redemption schedule for the Priority Bonds prepared by the Financing Team and approved by the City and the Developer prior to Closing; and the term "Level Cumulative Amortization Schedule" means a level amortization schedule for the Subordinated Bonds, accruing on a cumulative basis, prepared by Financing Team and approved by City and Developer prior to Closing. Dedicated Municipal Revenues shall only be applied after application of all other Available Revenues and in no event shall Dedicated Municipal Revenues be used to make payment specified in (e) through (l) above. Dedicated Municipal Revenues not required to make payments specified in (a) through (d) above in any particular Bond Year shall be released immediately following the making of all payments due in (a) through (d) above in such particular Bond Year, to the City for the City's use in any lawful manner.

Section 4.8 Cooperation in the Issuance of Bonds. Subject to the provisions of Section 11.29 hereof, Developer covenants to cooperate and take all reasonable actions necessary to assist the City, the Issuer and its Bond Counsel, underwriters and financial advisors in the preparation of offering statements, private placement memorandum or other disclosure documents and all other documents necessary to market and sell the Bonds and any refunding bonds payable from Available Revenues, including disclosure of Users of the Development Area the non-financial terms of any leases or letters of intent between Developer and such Users, and provision of information required for the Financing Team to accurately project or cause others to project Available Revenues, provided, however, that the terms of any such letters of intent shall be disclosed only by physical inspection or verbally to the Financing Team. Developer will not be required to disclose to the general public or any investor any proprietary or confidential information, including financial information, pertaining to Developer, but upon the applicable parties' execution of a confidentiality agreement acceptable to Developer, Developer will provide such information to the Issuer's and the City's financial advisors, underwriters and their counsel to enable such parties to satisfy their due diligence obligations. Developer shall cooperate reasonably with the Financing Team to provide non-confidential information necessary to prepare an offering statement or memorandum for the Bonds.

Section 4.9 No Other Bonds or Uses of Revenues. The City hereby represents to the Developer that the City has not issued (and will not issue so long as the Bonds are outstanding) any indebtedness or obligations secured by the Available Revenues (excluding Dedicated Municipal Revenues) other than bonds to refund the Bonds or any bonds to refund such refunding bonds other than Bonds and Parity Bonds necessary to make available to Developer the Incentive Amount as provided in this Agreement. Further, the City shall not use or apply any: (i) CID Revenues to pay any cost, except those incurred by the Developer or the CID in connection with a CID Project comprising a portion of the Work; and (ii) TDD Revenues to pay any costs, except those incurred by the Developer or the TDD in connection with a Transportation Project comprising a portion of the Work. Following the redemption and payment in full of the Bonds and subject to the MODESA Act, the City may utilize any excess Available Revenues (except for Dedicated Municipal Revenues) to pay any other authorized "Development Project Costs" (as such term is defined in the MODESA Act). Excess TDD Revenues and CID Revenues following the redemption and payment in full of the Bonds shall be disbursed in accordance with the TDD Act and the CID Act, respectively.

Section 4.10 Annual Appropriation. The City agrees that it will comply with the Charter of The City of St. Louis, Article XVI, Section 3 for each fiscal year that Bonds are outstanding and the City will request an appropriation of all Available Revenues on deposit in the Special Allocation Fund for application to the payment of the principal of (including, but not limited to, payment of a premium, if any) and interest on the Bonds.

Section 4.11 No Representations Regarding Available Revenues.

(a) The City hereby acknowledges that the Developer has not guaranteed and is not guarantying or warranting that the Development Project will generate any level of Available Revenues, and the City hereby waives, releases and discharges, and shall use reasonable and good faith efforts to cause Issuer to waive, release and discharge Developer, its affiliates, members, officers, directors, agents and employees from and against any and all claims, costs, demands and liabilities arising from any claimed or alleged guaranty or warranty by the Developer of the Available Revenues to be generated by the Development Project or any Component or Subcomponent thereof.

(b) Developer hereby acknowledges that the City has not guaranteed and is not guarantying or warranting that the Development Project will generate any level of Available Revenues or that any estimate of any Available Revenues, less Dedicated Municipal Revenues, will be sufficient to support a Bond issuance in the amounts anticipated by Developer, and Developer and its Related Entities hereby waives, releases and discharges City, Issuer, Authority, and SLDC or their instrumentalities, agencies, agents, officers, employees, contractors or subcontractors from and against any and all claims, costs, demands and liabilities arising from any claimed or alleged guaranty or warranty by the City of the Available Revenues to be generated by the Development Project or any Component or Subcomponent thereof.

**ARTICLE V
CLOSING; CONSTRUCTION COMMENCEMENT**

Section 5.1 Closing Date. Provided all conditions to the obligations of the parties to consummate the transactions contemplated hereby (other than conditions with respect to actions the respective parties will take at the Closing itself) have been satisfied or waived, the Closing contemplated with respect to Component A shall take place on July 31, 2007 or such earlier date as the parties may mutually determine. The parties agree that they will work cooperatively to: (a) cause the Closing contemplated with respect to Component A to occur on or before July 31, 2007, and (b) attempt to structure ownership of the Property, particular Components, Subcomponents or portions thereof or interests therein in a manner that permits the Incentive Amount allocated to such Component, as determined pursuant to this Agreement, to be fully used in the construction of the Component.

Section 5.2 Extension of Closing Date.

(a) If the Closing Date for Component A does not occur on or before July 31, 2007, the Developer and the City shall each have the right to extend such Closing Date on one (1) or more occasions for such additional periods of time as the parties shall mutually determine to be necessary to allow all conditions precedent hereunder to be satisfied; provided, however, that except as provided in Section 5.2(b) below, if the Closing Date for Component A has not occurred on or before January 31, 2008, then except as provided in Section 5.2(b) below, this Agreement shall be null and void.

(b) Notwithstanding anything herein to the contrary, if Closing with respect to Component A does not occur on or before January 31, 2008, the Developer shall have the right, upon written notice to the City prior to such date, to cause the City and the Issuer to proceed with the issuance of Bonds to finance Component A in accordance with all of the terms and conditions of this Agreement, with the following modifications: (a) the outside date for the Closing set forth in Section 5.2(a) hereof shall be January

31, 2009; (b) Developer shall have the right to terminate the services of any member of the Financing Team or Bond Counsel and replace such advisor or appoint a new member of the Financing Team or Bond Counsel experienced in the issuance of special limited obligations in the State of Missouri; (c) to the extent permitted by law and in accordance with any and all of the terms of this Agreement, including but not limited to, Sections 4.2 and 4.3 hereof, the Financing Team shall have the right to make decisions with respect to the interest rate, maturity, and other terms of the Bonds consistent with this Agreement, subject to consultation with and approval by the City, the Issuer and the Developer, and in accordance with the MODESA Act, the City Charter and other applicable law; (d) the City agrees to cooperate with and assist the Developer in connection with the issuance of the Bonds in accordance with this Section 5.2(b), provided that such cooperation shall not require the City's approval of any change in interest rates, maturities or other terms of the Bonds; (e) Issuance Costs shall include Developer's costs incurred in connection with the issuance of the Bonds; and (f) the Incentive Amount for Component A may be reduced to take into account a reduction in the anticipated Available Revenues excluding Dedicated Municipal Revenues occasioned by such extension if the amount of any such reduction is acceptable to each of Developer and City; in the event such reduction in the Incentive Amount for Component A is not acceptable to Developer, then Developer may instead choose to terminate this Agreement by providing written notice of such termination to the City. Notwithstanding the foregoing, the City shall not pledge any revenues other than Available Revenues (excluding Dedicated Municipal Revenues) to the repayment of the Bonds, as Dedicated Municipal Revenues shall not be available for such repayment, and the City shall make no guaranty or have any further obligation with respect to such Bonds.

Section 5.3 Conditions Precedent to Obligation of the City. This Agreement, and the obligations of the City hereunder with respect to either Component, are subject to satisfaction of the following conditions on or before the Closing Date with respect to such Component:

(a) a minimum of thirty (30) days before any Closing Date, the Developer shall have provided Preliminary Plans to the City for the particular Component for which the Closing is to occur, and the City has, on or before such Closing Date, satisfied itself that such Preliminary Plans include, at a minimum, the Essential Elements for such Component set forth in Exhibit B and incorporated herein by this reference. If the City notifies Developer during such 30-day period that the Preliminary Plans do not include the Essential Elements contemplated in the Exhibit B, Developer shall modify such Preliminary Plans until they are consistent with the requirements of Exhibit B and this Subsection. The City's review and approval of the Preliminary Plans shall be limited to: (i) those items specifically identified in Exhibit B, and (ii) whether or not the general location and size of the streets designated for public vehicular traffic and proposed for dedication to the City or other public entities are reasonably acceptable to the City and/or its designee.

(b) the MODESA Application has been approved by the Missouri Development Finance Board and the Missouri Department of Economic Development for a Net New State Revenue amount acceptable to the City;

(c) the City or the Authority has negotiated a written agreement (the "State MODESA Agreement") with the State of Missouri or appropriate agency thereof setting forth the terms and conditions of the MODESA Act funding, including the commitment of ninety percent (90%) of New State Revenues from the Development Project for repayment of the Bonds or such lesser percentage as may be acceptable to the City;

(d) City has determined that the terms and provisions of the State MODESA Agreement are acceptable to City in its sole and subjective discretion;

(e) the State MODESA Agreement has been fully executed and is in full force and effect;

(f) the City has given written notice (the "MODESA Approval Notice") to Developer of the satisfaction of the conditions set forth in Section 5.3(a) through (d)

(g) the Issuer shall have selected a mutually acceptable Bond Trustee reasonably acceptable to the City and Developer, and shall have entered into the Bond Documents in form and substance reasonably acceptable to Issuer, City and Developer and including the terms and conditions set forth in this Agreement;

(h) the City shall have received a legal opinion from outside counsel to the Developer regarding such matters as City shall reasonably request including the due execution and authorization of this Agreement by the Developer, and the enforceability of this Agreement against the Developer in accordance with its terms.

(i) verification from Development Strategies, or such other third party consultant mutually agreeable to the City and Developer, that the Incentive Amount then requested by Developer with respect to the particular Component or Components for

which Closing is contemplated is supported by the Available Revenues (excluding Dedicated Municipal Revenues) to be generated by such Component or Components;

- (j) the Financing Ordinance has been approved by the City's Board of Aldermen and is effective;
- (k) the Completion Guaranty shall be in the form attached hereto as Exhibit M, and the Financing Team shall be reasonably satisfied that the entity executing such Completion Guaranty complies with the City's requirements for such guaranty;
- (l) the City shall be satisfied as to the guaranty of payments into the Capitalized Interest Account pursuant to Section 4.3 hereof;
- (m) Developer has produced evidence of its ability to obtain debt and equity financing for the particular Component with respect to which such Closing is contemplated;
- (n) the Bonds have been issued or are in the process of being issued so as to make available the agreed-upon Incentive Amount in the Project Fund in accordance with the terms of this Agreement, and all of such Bonds have been or are in the process of being privately placed and/or publicly sold; and
- (o) the CID and/or the TDD have been formed and the sales tax and Ticket Tax described in Section 2.17 hereof have been authorized, and the City shall have received an opinion from counsel to the CID and the TDD stating that each has been duly formed and that any taxes and assessments to be imposed thereby shall have been validly imposed.

Section 5.4 Conditions Precedent to Developer's Obligation. This Agreement, and the obligations of the Developer hereunder with respect to either Component, are subject to satisfaction of the following conditions on or before the Closing Date with respect to such Component:

- (a) the MODESA Application has been approved;
- (b) the City or the Authority has negotiated the State MODESA Agreement;
- (c) Developer has determined that the terms and provisions of the State MODESA Agreement are acceptable to Developer in its sole and subjective discretion;
- (d) the State MODESA Agreement has been fully executed and is in full force and effect;
- (e) the Financing Ordinance has been approved by the City's Board of Aldermen and is effective;
- (f) the Issuer shall have selected a Bond Trustee reasonably acceptable to the City and Developer, and shall have entered into the Bond Documents in form and substance acceptable to Issuer, City and Developer in their respective sole and subjective discretion and including the terms and conditions set forth in this Agreement;
- (g) the Bonds have been issued or are in the process of being issued so as to make available the agreed-upon Incentive Amount in the Project Fund in accordance with the terms of this Agreement, and all of such Bonds have been or are in the process of being privately placed and/or publicly sold;
- (h) the City shall have approved a signage program for the Development Area reasonably acceptable to the Developer as set forth and with the conditions specified in Article VIII hereof if Developer has submitted a program at least sixty (60) days prior to Closing;
- (i) Developer and the City shall have agreed upon an on-street parking and public transit plan with respect to the Development Area as set forth and with the conditions specified in Article VIII hereof if Developer has submitted a program at least sixty (60) days prior to Closing;
- (j) Developer shall have received a legal opinion from the City Counselor customary in similar transactions regarding the due execution and authorization of this Agreement by the City, and the enforceability of this Agreement against the City in accordance with its terms; and

(k) the CID and the TDD have been formed and the sales tax and Ticket Tax described in Section 2.17 hereof have been authorized.

Section 5.5 Amendment to Redevelopment Agreement. As a condition to the Closing hereunder, an amendment to that certain Redevelopment Agreement by and among the Land Clearance for Redevelopment Authority of the City of St. Louis (LCRA), Gateway Stadium, L.L.C., and Gateway Parking, L.L.C., dated as of November 1, 2002, and as subsequently amended by that certain Agreement dated as of June 27, 2003 (collectively, the “Redevelopment Agreement”) shall be executed by the parties thereto, which amendment shall provide for the following:

(a) The definition of “Ballpark Village Phase I” contained in the Redevelopment Agreement shall be replaced with “Component A” as described in this Agreement; provided, that in the event the Closing does not occur within the timeframe set forth herein, Ballpark Village Phase I shall, at the election of the Redevelopers (as defined in the Redevelopment Agreement) consist of the elements originally described in the Redevelopment Agreement;

(b) In the event that the Closing for Component A occurs, neither the Redeveloper nor any person, partnership, company, corporation or other entity which owns, rents, or leases property in the Ballpark Village Phase I Site may seek or request ad valorem real property tax abatement for the Development Project Area as provided in the Redevelopment Agreement;

(c) The definition of “Ballpark Village Phase I Site” contained in the Redevelopment Agreement shall be revised to reflect that Ballpark Village Phase I can be constructed on any portion or all of the Development Project Area;

(d) The penultimate paragraph of Section 7.7 of the Redevelopment Agreement shall be revised to replace the term “Redevelopment Area” as used in such paragraph with “Ballpark Project Site” and the Development Area (as the latter is defined in this Agreement);

(e) The completion dates contained in Sections 2.3(a) and 2.3(b) of the Redevelopment Agreement shall be extended such that Substantial Completion and Final Completion of Ballpark Village Phase I shall be caused to occur not later than March 31, 2014;

(f) The commencement date for the liquidated damages described in Section 2.7(b) of the Redevelopment Agreement shall be extended to March 31, 2014 and such liquidated damages, if any, would become payable on March 31, 2014 only if Substantial Completion on Ballpark Village Phase I has not occurred on or before such date;

(g) If the Closing for Component A occurs, the LCRA’s obligation to assist the Redeveloper in obtaining funding for the Ballpark Village Project shall be deemed satisfied and the condition to the obligation of the Redeveloper to develop and complete Ballpark Village Phase I as set forth in Section 5.5 shall be eliminated and deemed satisfied; and

(h) The Substantial Completion of Component A, with the exception of any unsatisfied obligation to pay liquidated damages (if any) described in Section 2.7(b) of the Redevelopment Agreement, shall satisfy any and all obligations of the Redevelopers (as defined in the Redevelopment Agreement) with respect to Ballpark Village Phase I under the Redevelopment Agreement;

provided, however, that the parties will work cooperatively to obtain necessary approvals of the amendment from St. Louis County, Missouri, the State of Missouri, the Land Clearance for Redevelopment Authority of the City of St. Louis, Gateway Stadium, L.L.C., Gateway Parking, L.L.C., and any other parties necessary to memorialize the amendment described above.

ARTICLE VI SPECIAL ALLOCATION FUND; COLLECTION AND USE OF AVAILABLE REVENUES

Section 6.1 Creation of Special Allocation Fund. The City agrees to cause its Comptroller or other financial officer or other officials to maintain the Special Allocation Fund, including a “PILOTs Account,” an “EATs Account,” a “TDD Revenues Account,” a “CID Revenues Account,” a “New State Revenues Account” and a “Dedicated Municipal Revenues Account” and such further accounts or sub-accounts as are required by this Agreement or as the may be required in connection with the administration of the Special Allocation Fund pursuant to this Agreement. Subject to the requirements of the MODESA Act and, with respect to Economic Activity Taxes, subject to annual appropriation by the Board of Aldermen, the City will promptly upon receipt thereof deposit all Payments in Lieu of Taxes into the PILOTs Account, all Economic Activity Taxes into the EATs Account, all CID Revenues into the CID Revenues Account, all TDD Revenues into the TDD Revenues Account, all New State Revenues into the New

State Revenues Account and all Dedicated Municipal Revenues into the Dedicated Municipal Revenues Account.

Section 6.2 Certification of Base for PILOTS and EATS.

(a) Upon the reasonable written request of the City, Developer shall use its reasonable efforts to provide or cause to be provided to the Comptroller or its authorized representative any documents necessary for the City to calculate the base for PILOTS and EATS including, but not limited to: (i) the address and locator number of all parcels of real property located within the Development Area; and (ii) information related to payment of economic activity taxes by any businesses, owners or other occupants of the Development Area in the calendar year ending December 31, 2006.

(b) At least sixty (60) days prior to Closing, the City shall provide to the Developer (i) a certificate of the City Assessor's calculation of the total initial equalized assessed valuation of the taxable real property within the Development Area based upon the most recently ascertained equalized assessed valuation of each taxable lot, block, tract, or parcel of real property within the Development Area in accordance with Section 99.957 RSMo.; and (ii) a certification of the EATS generated within the Development Area for the calendar year ending December 31, 2006.

Section 6.3 Cooperation in Determining Available Revenues. The City and the Developer agree to cooperate and take all reasonable actions necessary to cause the MODESA Local Revenues, TDD Revenues, CID Revenues, New State Revenues, and Dedicated Municipal Revenues to be paid into the Special Allocation Fund, including, but not limited to, the City's enforcement and collection of all such payments through all reasonable and ordinary legal means of enforcement. The Developer (or its successor(s) in interest as an owner or owner(s) of the affected portion(s) of the Property) shall use all reasonable efforts to require each "seller" (as that term is defined in Section 144.010(11) of the Missouri Revised Statutes, as amended) located in, or owner of any portion of, the Property to provide to the Comptroller of the City the following information:

(a) Each "seller's" federal and state tax identification numbers and sales tax identification numbers.

(b) Within thirty (30) days of the end of each calendar quarter, copies of a completed Tax Increment Financing District Quarterly Information Form, in the form attached hereto as Exhibit K, for each "seller's" business located within the Development Area along with:

(i) copies of all sales tax returns filed with the Missouri Department of Revenue (on Form 53-S.F. Missouri Department of Revenue or such successor form) with respect to the sales taxes originating from businesses located within the Development Area for such quarter. In the event that a "seller" has multiple business operations within the City, such "seller" shall file separate sales tax returns for the sales taxes originating from the business located within the Development Area.

(ii) copies of all earnings tax returns filed with the City (on Business Return Form 234 or such successor form) with respect to earnings taxes originating from the business located within the Development Area for such quarter. In the event that a business has multiple operations within the City, such business shall file separate earnings tax returns for the earnings taxes originating from the business located within the Development Area.

(iii) copies of all earnings tax withholding reports filed with the City (on Form W-10 or such successor form) with respect to earnings tax withholdings originating from the business located within the Development Area for such quarter. In the event that a business has multiple operations within the City, such business shall file separate earnings tax withholding reports for the earnings tax withholdings originating from the business located within the Development Area.

(iv) copies of all parking tax returns and restaurant tax returns filed with the City.

The Developer (or its successor(s) in interest as an owner or owner(s) of any portion(s) of the Property) shall also require any purchaser or transferee of real property and any lessee or other user of real property located within the Development Area to designate sales subject to sales taxes pursuant to Chapter 144 of the Revised Statutes of Missouri, as amended, to be reported as originating from the Development Area to the fullest extent permitted by law (including reasonable efforts to negotiate for the inclusion of a clause so providing in the leases of the Property). The Developer shall satisfy the requirements of this Section 6.3 by including the obligations set forth in this Section within any deed conveying a portion of the Property to or any lease entered into with any purchaser or User, or by any other document recorded against the Property, provided that, in the event Developer has exhausted its reasonable efforts in negotiating for inclusion of such a provision in a particular lease with a User, and the City has approved the exclusion from a particular lease, which approval shall not be unreasonably withheld or delayed, this subsection shall

not be construed as to prohibit Developer from entering into such lease.

Section 6.4 Use of Dedicated Municipal Revenues.

(a) Notwithstanding anything in this Agreement to the contrary, Dedicated Municipal Revenues on deposit in the Special Allocation Fund shall be applied to the repayment of Bonds only in the event that the MODESA Local Revenues, the TDD Revenues, the CID Revenues and the New State Revenues deposited in the Special Allocation Fund and transferred to the Bond Trustee in accordance with Section 4.7 hereof, when aggregated, are not sufficient to make scheduled payments on the Priority Bonds in accordance with subparts (c) and (d) of Section 4.7; and in no event shall Dedicated Municipal Revenues be used to make any payment on any Subordinate Bonds. If all or any portion of the Dedicated Municipal Revenues on deposit in the Special Allocation Fund are not required in any given Bond Year to make scheduled payments on the Priority Bonds, such Dedicated Municipal Revenues attributable to such calendar year shall be released to the City, to be used by the City in any lawful manner.

Section 6.5 No Tax Abatement. Developer agrees that neither Developer nor any person, partnership, company, corporation or other entity which owns, rents, or leases property in the Development Area may seek or request ad valorem real property tax abatement for the Development Area.

**ARTICLE VII
THE PRECLOSING, PRECONSTRUCTION, and CONSTRUCTION PERIODS**

Section 7.1 Preclosing and Preconstruction Periods. The period from and after the Effective Date and prior to the Closing Date is hereinafter referred to as the "Preclosing Period," and the period from and after the Closing Date to the Construction Commencement Date is hereinafter referred to as the "Preconstruction Period." In addition to all of the other agreements set forth in this Agreement with respect to the Preclosing Period and the Preconstruction Period, the terms and provisions of this Article VII sets forth the covenants, agreements and obligations of City and Developer with respect to the Preclosing Period and the Preconstruction Period.

Section 7.2 Obligations and Agreements of City. City hereby agrees as follows:

(a) City or its designee will, during the Preclosing Period, take all reasonable actions, as may be necessary to obtain the approval of the MODESA Application and shall review the Preliminary Plans and other documents upon presentation of same to City or its designee by Developer and shall cooperate with Developer towards approval of such Plans and other documents consistent with the terms of this Agreement. Further, during the Preclosing Period, the City shall expeditiously proceed to take all steps necessary to endeavor to achieve Closing prior to July 31, 2007, provided, however, that nothing in this Agreement shall be construed to require the City to complete the Closing on or before July 31, 2007;

(b) Prior to the Closing Date, the City shall have the right to have designated members of the Financing Team confidentially conduct full due diligence relating to Developer, The Cordish Company, a Maryland corporation, Cordish Family I, LLC, an Alaska limited liability company and/or any Related Entity, if any, for the purpose of determining their financial strength to satisfy the City as to the liquidity of and assurances provided by the Completion Guaranty; provided, however, that no information provided as a result of such due diligence shall be disclosed in any of the Bond Documents except as may be necessary and required to market the Bonds and only if, in each instance, the Developer has approved such disclosure in writing, which approval Developer may withhold in its sole discretion. It is agreed that Developer shall have the right to require the Financing Team to review any information provided to the Financing Team without providing a copy of such information to City, except as may be required for the issuance of the Bonds that are approved by Developer in its sole discretion, but nothing herein shall prohibit the Financing Team from engaging in oral discussions with the City as to their findings from the due diligence investigations as long as the confidentiality of such information is preserved.

Section 7.3 Obligations and Agreements of Developer—Preclosing and Preconstruction Period. During the Preclosing Period, Developer shall cause the Preliminary Plans to be prepared so that such Preliminary Plans include each and every Subcomponent set forth on Exhibit B with respect to the Component for which the Closing is intended to occur. During the Preconstruction Period, Developer shall cause the subdivision of Property as required to finance and construct the Component in accordance with the Preliminary Plans, and shall cause the Construction Plans for the Work to be prepared in accordance with the Preliminary Plans and all applicable codes and laws, to attempt to permit same, to put same out for bid, to market space in the Development Project, to arrange for closings on the debt and equity financing for the Developer's share of the total cost of developing the Component for which Closing has taken place. Developer shall submit to City a Certificate of Commencement of Construction in the form attached hereto as Exhibit F prior to commencement of construction of each Component described in Exhibit B, which

Certificate shall be accompanied by sufficient backup documentation to reasonably satisfy the City that the representations in such Certificate are in fact true and that construction is in fact ready to proceed.

Section 7.4 Obligations of the Developer to Construct and Lease Component A. If the Bonds are issued, Developer shall be obligated to complete the construction of Component A identified in the Exhibit B in accordance with the Schedule attached hereto as Exhibit B. Developer's failure to commence construction of and complete Component A following the issuance of the Bonds and in accordance with such Schedule shall be deemed a breach and default of this Agreement, and the City shall be entitled, in addition to all other remedies provided to the City hereunder, to exercise its remedies under the Completion Guaranty with respect to Component A upon such breach. City shall have the right to pledge the Completion Guaranty in any way necessary to further the issuance of the Bonds. Developer may, in its sole discretion and at any time following the issuance of the Bonds, commence the construction of Component B identified in Exhibit B, or any Subcomponent thereof; provided, however, that Developer's failure to commence construction of or complete Component B or any Subcomponent thereof shall not constitute a breach or default under this Agreement, and neither the City nor the Issuer shall have any rights or remedies in connection therewith under the Completion Guaranty, this Agreement, in the Bond Documents, or otherwise.

ARTICLE VIII DEVELOPMENT PROJECT CONSTRUCTION AND OPERATIONS ISSUES

Section 8.1 Signs and Graphics. City shall support and assist Developer with obtaining any necessary permits for signs, awnings, canopies and other advertising materials on the exterior of the structures located on or above the Developer Property, and, if requested by Developer, in developing and seeking the necessary approvals for a signage program acceptable to Developer. In no event shall such signage program include any signs that are not approved or permitted by the Missouri Department of Transportation or any General Outdoor Advertising Devices, as defined in the City's Sign Code. City and Developer shall cooperate to secure such Department's approvals and permissions wherever possible. Notwithstanding the foregoing, if such a signage program is approved but Developer does not proceed with Component A hereunder, subject to any delays caused by Force Majeure in accordance with this Agreement, City may at the City's option revoke its approval of such signage program for the Development Project, and such revocation shall not constitute a breach or default of this Agreement.

Section 8.2 Police and Security. The City will cause the St. Louis Metropolitan Police Department ("Police Department") establish a police substation at the Development Project upon Substantial Completion of the Development Project if Developer agrees to lease space to the Police Department for such substation at no charge to the City or the Department. The City agrees to assist Developer with scheduling periodic meetings with the commanders of the St. Louis, Police Department district in which the Development Project is located to discuss security needs and concerns, but City and Police Department shall not be obligated to fulfill the Developer's stated security needs and concerns and City and Police Department's failure to fulfill such needs and concerns shall not constitute a breach or default of this Agreement. Notwithstanding the foregoing, if substation is located in the Development Project but Developer does not proceed with Component A hereunder, subject to any delays caused by Force Majeure in accordance with this Agreement, Police Department may at the Police Department's option remove the substation and such removal shall not constitute a breach or default of this Agreement.

Section 8.3 Marketing. The City shall cooperate with the efforts of Developer to market the Development Project, and shall encourage convention, visitors and tourism entities that promote the City to market and promote the Development Project, provided that Developer proceeds with Component A, subject to any delays caused by Force Majeure. Any City sponsored marketing, promotion or advertising concerning the Development Project shall be subject to the prior approval of Developer, which approval shall not be unreasonably withheld.

Section 8.4 Directional Signage. The City and Developer shall, promptly after the Closing Date, develop a mutually acceptable directional sign program for the Development Project in the downtown streets of the City that identify the name and location of the Development Project with arrows pointing in the direction of the Development Project and the City shall implement same prior to Substantial Completion of Component A, but City's obligation to implement said directional sign program shall be limited to implementation possible with funds provided by Developer. Developer requests that City request that the State of Missouri Department of Transportation install an adequate number of directional signs related to the Development Project on the highways leading into the downtown of the City, and City shall use its reasonable efforts to obtain approval of such request from such Department. Notwithstanding the foregoing, if a directional signage program is implemented but Developer does not proceed with Component A, subject to any delays caused by Force Majeure, City may at City's option remove all components of the directional signage program and shall have no further obligations hereunder with respect to such signage and such removal shall not constitute a breach or default of this Agreement.

Section 8.5 Street Maintenance and Street Closing. The City shall maintain its streets located in and adjacent to the Development Project in good condition and repair in the same manner as provided for other similar rights-of-way. The City shall grant permits to Developer and/or one or more Users designated by Developer to temporarily close one or more of such streets designated by Developer for special events, as requested by Developer in exchange for the payment of permit and other fees customarily charged by the City for such temporary closings. The City shall grant permits for the closing of Clark Street between 8th Street and Broadway and the closing of new streets to be created by the Developer in the Development Area, should any such streets become dedicated City streets, upon request of the Developer, at no charge to Developer. Notwithstanding the foregoing, the City reserves the right to deny permits for the closing of other streets when such closings would, in the sole and subjective judgment of the City, interfere with other events in the City or with traffic flow in the City to an unacceptable extent. Further notwithstanding the foregoing, Developer shall initially install all street improvements and Developer shall be responsible after initial installation, at Developer's cost, for maintaining all street and sidewalk surfaces and street and sidewalk features other than the City's standard asphalt surfacing, and the City neither represents nor warrants that (a) the type or installation of asphalt surfacing installed by City in the course routine repair and maintenance will be acceptable to Developer; or (b) that City will make repairs at times acceptable to Developer. Further notwithstanding the foregoing, if the Development Project does not proceed as set forth in the Schedule attached hereto as Exhibit B, City may at City's option refuse to issue additional street closing permits in the City's sole discretion and/or, at the City's option, charge prevailing and customary fees for all street closings within the Development Area.

Section 8.6 Sidewalk Utilization. The City shall grant permits to Developer and/or one or more Users designated by Developer for use of sidewalks immediately adjacent to the Development Project, as requested by Developer, in exchange for the payment of permit and other fees customarily charged by the City for such use. Notwithstanding the foregoing, if Developer does not proceed with Component A, subject to any delays caused by Force Majeure, City may at City's option refuse to issue additional street closing permits in the City's sole discretion and/or, at the City's option, charge prevailing and customary fees for all street closings within the Development Area.

Section 8.7 Liquor Licenses. The parties shall cooperate and use reasonable efforts to cause Section 311.086 of Missouri Revised Statutes (or an equivalent amendment to the Missouri Revised Statutes) to be applicable to the Development Project so as to enable Developer or its designee and any User of the Development Project designated by Developer to obtain and utilize a entertainment district liquor license.

Section 8.8 On-Street Parking and Public Transit. Following the Substantial Completion of the first Component of the Development Project, the City, in and around the Development Project, shall implement and maintain an on-street parking program, with meters and rates reasonably acceptable to Developer at all times, passenger drop off areas, no parking areas, loading zones, and valet parking zones that in all respects are acceptable to Developer, provided, however, that Developer shall agree to pay the cost of implementing any changes required to make such program acceptable to Developer. The City, at Developer's request made from time to time, shall modify such areas to accommodate any of Developer's concerns articulated prior to Closing, provided, however, that Developer shall agree to pay the cost of implementing such program. Thereafter, the City shall consider in good faith modifications to such areas to accommodate any such concerns raised post-Closing, provided that the City may not reasonably deny any such post-Closing requests if Developer agrees to pay the costs of any such requested modifications. Developer and City agree to cooperate to develop, prior to Closing, a mutually acceptable plan for public/mass transit in and around the Development Project, which plan will take into account, without limitation, passenger drop off areas, location of transit stops, no loading areas, no stopping areas, no parking areas, loading zones, and/or valet parking zones necessary or desirable for the operation of the Development Project, provided, however, that such mutually acceptable plan shall in no event include any additional MetroLink stops or modifications to any existing MetroLink stops, and that the City's obligation to implement such Plan shall be contingent upon the Bi-State Development Agency's approvals of such plan to the extent that such approvals are required by any applicable law. Notwithstanding the foregoing, if Developer does not proceed with Component A, subject to any delays caused by Force Majeure, City may at City's option refuse to modify the on-street parking and public transit plan as requested by Developer and may further make changes to any aspect of public right-of-way at the City's will.

Section 8.9 Construction Street Closings and Construction Staging. The City and Developer shall mutually agree on a detailed schedule for closing the various public streets within and adjacent to the Development Area during the construction of the Development Project in exchange for the payment of permit and other fees customarily charged by the City for such temporary closings. Developer may modify such schedule during the construction of the Development Project with the consent of the City, such consent not to be unreasonably withheld, conditioned or delayed, and the City shall cooperate with Developer in connection with street closings in accordance with Section 11.20 hereof. The parties hereby agree that the street closings in the schedule may be staged in accordance with Developer's construction schedule. Notwithstanding the foregoing, if the Developer does not proceed with Component A, subject to any delays caused by Force Majeure, City may at City's option refuse to issue additional street closing permits in the City's sole discretion.

Section 2.10 Acceptance of Proposed Street Plans. Developer and the City shall work cooperatively to obtain acceptance of the size and location of any street proposed by Developer, to the extent acceptable to the City.

ARTICLE IX DEFAULT AND REMEDIES

Section 9.1 Defaults.

(a) If at any time the Developer fails to comply with any material term of this Agreement, and if Developer does not cure such failure within (i) 30 days in the event of any failure to comply with any material monetary term, or (ii) 60 days (or such longer period as may be necessary if such default is curable but cannot be reasonably cured within such 60-day period) in the event of any failure to comply with any material non-monetary term, of receipt by the Developer from the City or its designee of written notice of such failure, then such failure shall constitute an “Event of Default” by the Developer hereunder, and upon the occurrence of an Event of Default by the Developer hereunder, the City may terminate this Agreement and the Bond Trustee and the City may pursue their remedies at law or equity and/or as set forth in this Agreement. Notwithstanding the foregoing, the City shall not be allowed to terminate this Agreement with respect to any Component(s) or Subcomponent(s) for which the City has approved a Certificate of Substantial Completion hereunder. Prior to a Closing with respect to Component B, in no event shall a failure to proceed with Component B constitute a default by Developer, unless Bonds have been issued for Component B. Any conduct on the part of the Developer that constitutes a default under any of the Bond Documents shall also constitute a default under this Agreement.

(b) If the City fails, or fails to cause its designee, to comply with any material term of this Agreement, and if the City does not cure, or fails to cause its designee to cure such failure within (i) 30 days in the event of any failure to comply with any material monetary term, or (ii) 60 days (or such longer period as may be necessary if such default is curable but cannot be reasonably cured within such 60-day period) in the event of any failure to comply with any material non-monetary term, of receipt by the City or its designee from the Developer of written notice of such failure, then such failure shall constitute an “Event of Default” by the City hereunder, and upon the occurrence of an Event of Default by the City hereunder, the Developer may terminate this Agreement and except as otherwise provided herein, may pursue its remedies at law or equity and/or as otherwise set forth in this Agreement. Notwithstanding the foregoing, the Developer shall not be allowed to terminate this Agreement with respect to either Component following a Closing for such Component. If the City fails to cause its designee to act in accordance with this Agreement, such failure shall constitute a default hereunder. Any conduct on the part of the City, the Issuer or their respective designees that constitutes a default under any of the Bond Documents shall also constitute a default under this Agreement.

Section 9.2 Remedies. Except as otherwise provided in this Agreement and in addition to the rights under Section 9.1 above, upon the occurrence of an Event of Default by any party hereto, the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including, but not limited to, the termination of this Agreement and proceedings to compel specific performance by the defaulting or breaching party, or the aggrieved party may exercise any and all remedies available at law, in equity and/or as otherwise set forth in this Agreement.

Section 9.3 Attorney Fees. If either the City, its designee or Developer brings suit or other legal proceedings to enforce the provisions of this Agreement against the other, then the party prevailing in such suit or proceeding shall be reimbursed by the other for all reasonable attorneys’ fees and litigation and/or arbitration costs and expenses incurred by the prevailing party in connection with such suit or proceeding.

ARTICLE X MORTGAGES and mortgage RIGHTS

Section 10.1 Right to Mortgage. Notwithstanding any other provisions of this Agreement, Developer shall at all times have the right, from and after the Closing Date, to enter into or grant one or more Mortgages. Developer may encumber, pledge, grant, or convey its rights, title and interest in and to the Property, or any portion or portions thereof, and/or to this Agreement by way of a mortgage (or assignment) to secure the payment of any loan or loans obtained by Developer to finance or refinance the Development Project and other improvements from time to time. Developer shall have the right to cause separate, single purpose entities, to own various portions of the Property and for purposes of this Section 10.1, and each such entity shall be deemed a “Developer.” The City shall cause the Issuer to acknowledge and agree to the rights of the Developer pursuant to the Bond Documents, provided that the new Developer entity shall acknowledge and agree to assume the obligations of the Developer under this Agreement and the Bond Documents with respect to such Component or Subcomponent. The City covenants and agrees with Developer that the City shall enter into a lender’s rights agreement mutually agreeable to the City and the lenders.

Section 10.2 Notice of Breaches to Mortgages. In the event the City gives written notice to Developer of a breach of its obligations under this Agreement, the City shall forthwith furnish a copy of the notice to the Mortgagees that have been identified in writing to the City by Developer. To facilitate the operation of this Section, Developer shall at all times keep the City provided with an up-to-date list of Mortgagees.

Section 10.3 Agreement Runs With Land. Upon execution, Developer shall cause this Agreement to be recorded with the Recorder of Deeds of the City of St. Louis on the property within the Development Area, and this Agreement shall run with the land and be binding on future transferees or owners of such property as if a party hereto originally.

Section 10.4 Multiple Mortgages. Notwithstanding anything to the contrary contained in this ARTICLE X, in the event there is more than one Mortgagee, unless the City is provided with an inter-creditor or other similar agreement that specifies such Mortgagees rights hereunder, in which case such agreement shall govern, the only Mortgagee that shall be recognized and treated as a Mortgagee for purposes of Section 10.3(b) hereof and the last two lines of Section 10.4 hereof shall be the Mortgagee secured by the first Mortgage still outstanding granted by Developer.

ARTICLE XI MISCELLANEOUS

Section 11.1 Successors and Assigns.

(a) This Agreement shall be binding on and shall inure to the benefit of the parties named herein and their respective heirs, administrators, executors, personal representatives, successors and assigns.

(b) Without limiting the generality of the foregoing, all or any part of the Property or any interest therein may be sold, transferred, encumbered, leased, or otherwise disposed of at any time, and the rights of the Developer named herein or any successors in interest under this Agreement or any part hereof may be assigned at any time before, during or after redevelopment of the Development Project or any applicable Component, whereupon the party disposing of its interest in the Property or assigning its interest under this Agreement shall be thereafter released from further obligation under this Agreement (although any such Property so disposed of or to which such interest pertains shall remain subject to the terms and conditions of this Agreement), provided, however, that until Substantial Completion of the Development Project or any applicable Component, the fee title to the Property shall not be sold, transferred or otherwise disposed of and the rights, duties and obligations of the Developer under this Agreement shall not be assigned in whole or in part without the prior written approval of the City, which approval shall not be unreasonably withheld or delayed upon a reasonable demonstration by the Developer of the proposed transferee's or assignee's experience and financial capability to undertake and complete such portions of the Work and perform the Developer's obligations under this Agreement, all in accordance with this Agreement. Notwithstanding anything herein to the contrary, the City hereby approves, and no prior consent shall be required in connection with: (a) the right of the Developer to encumber or collaterally assign its interest in the Property or the Development Project or any portion thereof or its rights, duties and obligations under this Agreement to secure loans, advances or extensions of credit to finance or from time to time refinance all or any part of the Development Project Costs, or the right of the holder of any such encumbrance or transferee of any such collateral assignment (or trustee or agent on its behalf) to transfer such interest by foreclosure or transfer in lieu of foreclosure under such encumbrance or collateral assignment; (b) the right of Developer to assign the Developer's rights, duties and obligations under this Agreement with respect to all or a portion of the Property or the Development Project to any Related Entity; and (c) the right of the Developer to sell or lease a residential unit or lease a commercial, retail or office unit or parking space to a User in the ordinary course of business (or to sell any commercial, retail or office unit to a User of such unit or to a third party investor or real estate holding company in connection with the location of a User within the Development Project or applicable Component); provided that in each such event (other than a sale of a commercial, retail or office unit to a User of such unit or to a third party investor or real estate holding company in connection with the location of a user within the Development Project), (i) the Developer named herein (Ballpark Village Holding Company, LLC) shall remain liable hereunder for the Substantial Completion of the Development Project or applicable Component and shall be released from such liability hereunder only upon Substantial Completion of the Development Project or applicable Component and (ii) prior to Substantial Completion, the Developer provides to the City fifteen (15) days' advance written notice of the proposed assignment or transfer other than of the sale or lease of a residential unit, commercial unit or parking space in the ordinary course of business which shall require no notice.

Section 11.2 Force Majeure.

Neither the City nor the Developer nor any successor in interest shall be considered in breach or default of their respective obligations under this Agreement, and times for performance of obligations hereunder shall be extended in the event of any delay caused by force majeure, including without limitation damage or destruction by fire or casualty; strike; lockout; civil disorder; war; lack of legal authorization by the governmental entity necessary for the Developer to proceed with construction of the Work or any portion thereof, or the City to proceed with the issuance of the Bonds; shortage or delay in shipment of material or fuel; acts of God; unusually adverse weather or wet soil conditions; or other like causes beyond the parties' reasonable control, including without limitation any litigation, court order or judgment resulting from any litigation affecting the validity of the Development Plan, the Development Project or the Bonds or this Agreement or any ordinance approving the same; provided that such event of force majeure shall not be deemed to exist as to any matter initiated or sustained by the Developer in bad faith. Each party shall use its best efforts to give notice to the other party of any claimed event of Force Majeure promptly after such party becomes aware of such event.

Section 11.3 Notices. All notices, demands, consents, approvals and other communications required by this Agreement to be given by either party hereunder shall be in writing and shall be hand delivered or sent by a nationally recognized overnight courier or United States certified mail, return receipt requested, with postage prepaid, addressed to the appropriate party at its address set forth below, or at such other address as such party shall have last designated by notice to the other. Notices, demands, consents, approvals, and other communications shall be deemed given when delivered, on the next Business Day if sent by a nationally recognized overnight courier or three Business Days after deposit in the United States mail as aforesaid.

- (a) In the case of the Developer, to:

Ballpark Village Holding Company, LLC
 c/o The Cordish Company
 601 East Pratt St., 6th Floor
 Baltimore, MD 21202
 Attention: Blake L. Cordish

And

Ballpark Village Holding Company, LLC
 c/o The Cordish Company
 601 East Pratt St., 6th Floor
 Baltimore, MD 21202
 Attention: Charles F. Jacobs

With a copy to:

Armstrong Teasdale LLP
 One Metropolitan Square, Suite 2600
 St. Louis, Missouri 63102
 Attention: Michael E. Whittle

- (b) In the case of the City, to:

City of St. Louis
 Office of the Mayor
 City Hall
 1200 Market Street, Room 200
 St. Louis, Missouri 63103
 Attention: Barbara Geisman, Executive Director for Development

And

City of St. Louis
 Office of the Comptroller
 City Hall

1200 Market Street, Room 212
 St. Louis, Missouri 63103
 Attention: Ivy Neyland-Pinkston, Deputy Comptroller

With a copy to:

St. Louis Development Corporation
 1015 Locust Street
 Suite 1200
 St. Louis, Missouri 63101
 Attention: Dale Ruthsatz

And:

Husch & Eppenberger, LLC
 190 Carondelet Plaza, Suite 600
 St. Louis, Missouri 63105
 Attention: David G. Richardson, Esq.

(c) In the case of the Authority, to:

Downtown Economic Stimulus Authority of
 the City of St. Louis
 c/o St. Louis Development Corporation
 1015 Locust Street, Suite 1200
 St. Louis, Missouri 63101
 Attention: Dale Ruthsatz

Section 11.4 Conflict of Interest. No member of the Board of Aldermen, the SLDC, the Authority, or any branch of the City's government who has any power of review or approval of any of the Developer's undertakings, or of the City's contracting for goods or services for the Development Area, shall participate in any decisions relating thereto which affect that member's personal interests or the interests of any corporation or partnership in which that member is directly or indirectly interested. Any person having such interest shall immediately, upon knowledge of such possible conflict, disclose, in writing, to the City the nature of such interest and seek a determination by the City with respect to such interest and, in the meantime, shall not participate in any actions or discussions relating to the activities herein proscribed.

Section 11.5 Destruction of Development Project. In the event of total destruction of the Development Project by fire or other casualty, during construction or thereafter during the term of this Agreement so long as any Bonds are outstanding and to the extent that the Developer owns the destroyed Property, the Developer shall determine and advise the City in writing within one year of such destruction whether Developer intends to restore, reconstruct and repair any such destruction so that the Development Project will be completed or rebuilt in accordance with the Development Plan and this Agreement. Should the Developer determine not to restore, reconstruct and repair, the Developer shall, after satisfaction of any terms of obligations of any Mortgage, deed of trust, promissory note, or financing agreement entered into Developer for the financing of all or any part of the Development Project, tender that portion of the proceeds to which Developer is entitled from any fire or casualty insurance policy at the ratio of 33% of such proceeds to the City and 67% to the Developer, provided that: (i) the maximum amount tendered to the City from such proceeds shall be the outstanding principal amount of the Bonds, plus accrued interest thereon (upon payment of such maximum amount all remaining proceeds to be tendered to the Developer), and (ii) any amounts paid to satisfy any Mortgage, deed of trust, promissory note or financing agreement shall be treated and credited herein as amounts paid to the Developer for the purpose of apportioning such proceeds. Developer shall maintain insurance for the replacement cost of each completed Component of the Development Project following Substantial Completion of each such Component and shall provide proof of such insurance to the City upon the City's request and hereby further agrees to provide such other replacement cost property, liability and casualty insurance and to document the provision of proof of such insurance at times as may be reasonably required by the Issuer and Trustee.

Section 11.6 Inspection. The City may conduct such periodic inspections of the Work as may be generally provided in the building code of the City and the other laws of the City. In addition, the Developer shall allow other authorized representatives of the City reasonable access to the Work site from time to time upon advance notice prior to Substantial Completion for inspection of the Work.

Section 11.7 Choice of Law. This Agreement shall be governed by the laws of State of Missouri.

Section 11.8 Entire Agreement; Amendment. This Agreement incorporates all prior negotiations and discussions between the parties regarding its subject matter and represents the entire agreement of the City and Developer for the Development Project. This Agreement may only be modified by written instrument executed by the City and Developer.

Section 11.9 Counterparts. This Agreement may be executed in multiple counterparts, each of which, when taken together, shall constitute one and the same instrument.

Section 11.10 Severability. If any term, covenant, condition, or provision of this Agreement, or the application to any person or circumstance shall, at any time or to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall (except to the extent such result is clearly unreasonable) not be affected thereby, and under such circumstances each term, covenant, condition, and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law, insofar as such enforcement is not clearly unreasonable. In case any provision in this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 11.11 Representatives Not Personally Liable. No elected or appointed official, agent, employee or representative of the City, the SLDC or the Issuer shall be personally liable to the Developer in the event of any default or breach by any party under this Agreement, or for any amount which may become due to any party or on any obligations under the terms of this Agreement. No member, partner, agent, employee or representative of the Developer shall be personally liable to the City, the Issuer or the SLDC in the event of any default or breach by any party under this Agreement, or for any amount which may become due to any party or on any obligations under the terms of this Agreement.

Section 11.12 Actions Contesting the Validity and Enforceability of the Development Plan and Other Documents. In the event a third party brings an action against the City or the City's officials, agents, attorneys, employees or representatives contesting the validity or legality of the Development Area, the Development Plan, the Bonds, or the ordinance approving this Agreement, the parties expressly agree that, so long as no conflicts of interest exist between them with regard to the handling of such litigation, the same attorney or attorneys may simultaneously represent the City and the Developer in any such proceeding. The Developer shall be responsible for all reasonable and necessary costs and expenses incurred by the City and by the Developer in connection with the defense of such claim or action, provided that if the City does not approve a settlement or compromise which the Developer would agree to, the Developer shall not be responsible for any costs or expenses incurred thereafter in the defense of such claim or action. All cost of any such defense, whether incurred by the City or the Developer, shall be deemed to be Reimbursable Development Project Costs and reimbursable from any amounts in the Special Allocation Fund, subject to Article III of this Agreement. Notwithstanding anything in this Agreement or in any other document to the contrary, and without limiting the meaning of the foregoing, the City shall not be liable for any judgment or for any impact of such judgment on Developer that renders the this Agreement or any law or ordinance or other document related in any way to this Agreement invalid or unenforceable.

Section 11.13 Release and Indemnity. The indemnifications and covenants contained in this Section shall survive termination or expiration of this Agreement.

(a) The City and its governing body members, officers, agents, attorneys, employees and independent contractors shall not be liable to the Developer for damages or otherwise in the event that all or any part of the MODESA Act, or any ordinance adopted in connection with either the MODESA Act, this Agreement or the Development Plan, is declared invalid or unconstitutional in whole or in part by the final (as to which all rights of appeal have expired or have been exhausted) judgment of any court of competent jurisdiction, and by reason thereof either the City is prevented from performing any of the covenants and agreements herein or the Developer is prevented from enjoying the rights and privileges hereof.

(b) The Developer releases from and covenants and agrees that the City and its governing body members, officers, agents, attorneys, employees and independent contractors shall not be liable for, and agrees to indemnify and hold harmless the City, its governing body members, officers, agents, attorneys, employees and independent contractors against any and all claims, demands, liabilities and costs, including reasonable attorneys' fees, costs and expenses, arising from damage or injury, actual or claimed (excluding consequential and punitive damages), to persons or property to the extent occurring or allegedly occurring as a result of any negligence or willful misconduct of the Developer, its governing body members, officers, agents, attorneys, employees and independent contractors, in connection with its or their activities conducted pursuant to this Agreement.

(c) The City and its governing body members, officers, agents, attorneys, employees and independent contractors shall not be liable for any damage or injury to the persons or property of the Developer or its officers, agents, employees, independent contractors or any other persons who may be about the Property or the Work except for matters arising out of or relating to the gross negligence or willful misconduct of the City and its governing body members, officers, agents, attorneys, employees and independent contractors.

(d) All covenants, stipulations, promises, agreements and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City and not of any of its governing body members, officers, agents, attorneys, employees or independent contractors in their individual capacities.

(e) No governing body members, officers, agents, attorneys, employees or independent contractors of the City shall be personally liable to the Developer (i) in the event of a default or breach by any party under this Agreement or (ii) for any amount or any Bonds which may become due to any party under the terms of this Agreement.

The Developer releases from and covenants and agrees that the City, its governing body members, officers, agents, attorneys, employees and independent contractors shall not be liable for, and agrees to indemnify and hold the City, its governing body members, officers, agents, attorneys, employees and independent contractors, harmless from and against any and all third party suits, interest, claims and cost of reasonable attorneys fees incurred by any of them, to the extent resulting from, arising out of, or related to (i) the enforcement of this Agreement, the validity of the Bonds or the enforcement or validity of any other agreement or obligation made in connection therewith and their approvals (excluding opinions of counsel and of the City's financial advisors whenever such claim is based on such party's own negligence); (ii) the negligence or willful misconduct of the Developer or its officers, agents, employees or independent contractors in connection with the design, management, development, redevelopment and construction of the Work, or (iii) the compliance by the Developer with all applicable state, federal and local environmental laws, regulations and ordinances as applicable to the Property, to the extent such condition existed prior to the acquisition thereof by the Developer. The foregoing release and indemnification shall not apply in the case of such liability resulting from, arising out of or related to the negligence or willful misconduct of the City or its governing body members, officers, agents, attorneys, employees and independent contractors or which results from, arises out of or relates to matters undertaken by the City following termination of this Agreement as to the Development Project or any particular portion thereof.

Section 11.14 Term. The term of this Agreement shall commence on the Effective Date and shall terminate at such time as the Bonds are no longer outstanding, unless earlier terminated in accordance with the terms of this Agreement.

Section 11.15 Survival. Notwithstanding the expiration or termination or breach of this Agreement by either party, the agreements contained in Section 2.19, and Section 11.7 through Section 11.13 of this Agreement shall, except as otherwise expressly set forth herein, survive such early expiration or early termination of this Agreement by any party.

Section 11.16 Exclusive Development Rights. The City shall grant or cause to be granted to Developer the exclusive right to develop the Development Area during the term of this Agreement, provided that any exclusive development rights shall terminate with respect to any Component of the Development Project that is not completed on or before the applicable deadline for Substantial Completion set forth in Exhibit B, subject to any applicable extensions resulting from Force Majeure or as otherwise permitted hereunder; and provided, further, that any exclusive development rights with respect to the BHOE Property shall terminate on the tenth anniversary of the Effective Date of this Agreement. Notwithstanding the foregoing, the condemnation rights granted under Section 2.2 shall terminate within five (5) years of the date of approval of the Development Plan, or on the expiration of the five-year period following the renewal of the determination of blight contained in the Approving Ordinance as provided in Section 523.274.2 of the Revised Statutes of Missouri, as amended, whichever occurs later.

Section 11.17 Subsequent Development of the Development Area. The parties acknowledge that the Development Project and the Components and Subcomponents thereof, as defined herein, is described as "Phase I" in the Development Plan, and the Development Plan contemplates additional phases of development in the Development Area. Notwithstanding anything herein to the contrary, the City hereby agrees that this Agreement does not create any obligation of the Developer to expend any funds or complete any work in connection with subsequent phases of development described in the Development Plan and Developer agrees that this Agreement does not create any obligation of the City to support in any way any subsequent phases of development beyond the Components and Subcomponents as expressly described herein.

Section 11.18 Authority of the Parties.

(a) The City hereby represents and warrants that it has full constitutional and lawful right, power and authority, under

current applicable law, to execute and deliver and perform the terms and obligations of this Agreement. This Agreement constitutes the legal, valid and binding obligation of the City, enforceable in accordance with its terms.

(b) The Developer hereby represents and warrants it has full power to execute and deliver and perform the terms and obligations of this Agreement and all of the foregoing has been duly and validly authorized by all necessary corporate and limited liability company proceedings. This Agreement constitutes the legal, valid and binding obligation of the Developer, enforceable in accordance with its terms.

Section 11.19 Mutual Assistance. The parties to this Agreement agree to take such reasonable actions, including the execution and delivery of such documents, instruments, petitions and certifications supplemental hereto, and the obtaining of grants of access to and temporary easements over public property, as may be necessary or appropriate to carry out the terms, provisions and intent of this Agreement and which do not impair the rights of the signing party as they exist under this Agreement, and to aid and assist each other in carrying out said terms, provisions and intent; provided that nothing herein shall be construed to obligate the City to grant municipal permits or other approvals it would not be obligated to grant, acting as a political subdivision absent this Agreement.

Section 11.20 Consents and Approvals. The City and Developer commit to work harmoniously with each other, and except in instances (if any) where a consent or approval is specified to be within the sole discretion of either party, any consent or approval contemplated under this Agreement shall not be unreasonably withheld, conditioned or delayed. Nothing herein shall be deemed to usurp the governmental authority or police powers of the City. Unless a shorter or longer time period is specified in this Agreement, the City shall give or withhold (provided such withholding is reasonable under the circumstances, unless a sole discretion standard expressly applies) such approvals, certifications, or consents within twenty (20) Business Days, time being of the essence.

Section 11.21 Arbitration. All disputes, disagreements, controversies or claims arising under Section 2.2 and Section 4.6(b) of this Agreement 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 11.22 Broker. The City and Developer each represent and warrant for itself that it has not dealt with any broker in connection with this Agreement or the Property and each covenants and agrees to indemnify and hold the other harmless from and against any claim, cost, liability, or expense (including reasonable attorney's fees) arising or resulting from a breach of this warranty.

Section 11.23 Payment or Performance on Non-Business Day. Whenever the provisions of this Agreement call for any payment or the performance of any act on or by a date that is not a Business Day, including the expiration date of any cure periods provided herein, then such payment or such performance shall be required on or by the immediately succeeding day that is a Business Day.

Section 11.24 Incorporation into Agreement and Recitals. The recitals set forth above are true and correct and are incorporated herein by reference and made a part of this Agreement. Unless otherwise provided herein, all exhibits attached hereto are incorporated herein by reference.

Section 11.25 Conflict of Terms. It is the intention of the City and Developer that if any provision of this Agreement is capable of two constructions, one of which would render this provision valid and enforceable, then the provision shall have the meaning which renders it valid and enforceable.

Section 11.26 No Waiver. No failure on the part of the City or Developer to enforce any covenant or provision contained in the Agreement nor any waiver of any right under this Agreement shall discharge or invalidate such covenant or provision or affect the right of the other party to enforce the same in the event of any subsequent default.

Section 11.27 No Tax Representations or Warranties. The parties hereby agree that neither Developer or the City is making any representations or warranties to the other about the tax treatment, implications or treatment of the transactions contemplated in this Agreement.

Section 11.28 Estoppel Certificates. The City and Developer, at any time and from time to time prior to Substantial Completion, upon not less than ten (10) Business Days prior written notice from a party hereto, or to a person designated by such party, such as a User or a Mortgagee, shall execute, acknowledge, and deliver to the party requesting such statement, a statement in reasonably acceptable form to the requesting party certifying, among other matters, (a) that this Agreement is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications), (b) stating whether or not, to the best knowledge of the signer of such certificate, the City or Developer is in breach and/or default in performance of any covenant, agreement, or condition contained in this Agreement and, if so, specifying each such breach and/or default of which the signer may have knowledge, and (c) any other factual matters reasonably requested in such estoppel certificate, it being intended that any such statement delivered hereunder may be relied upon by the party requesting such statement and/or any person not a party to this Agreement (if such other person is identified at the time such certificate was requested). At any time after Substantial Completion of the Development Project as provided herein the City shall, at the request of Developer, promptly execute, acknowledge and deliver to Developer a statement to that effect and to the effect, to the extent true, that all of Developer's obligations under this Agreement have been fulfilled.

Section 11.29 Confidential Information of Developer. In each provision set forth in this Agreement in which the Developer agrees to provide information to the Financing Team or third parties other than the City, the Financing Team or such third party shall first execute and deliver to the Developer a confidentiality agreement for such information as a condition of delivery of such information.

Section 11.30 Rule Against Perpetuities Savings Clause. City and Developer intend that all of the rights, titles and interests granted under this Agreement to either party constitute current interests that are vested in the parties, to the extent not fully vested upon the execution of this Agreement, upon the Closing Date and the consummation of Closing. If and to the extent that any of the rights, title or interests granted under this Agreement, or in any document or instrument hereinafter entered into in connection with (a) the Development Project, (b) the creation of any rights, titles or interests with respect to any matters referenced herein, or (c) any other matter referenced or described herein, are deemed to be or to constitute future estates or interests so as to be void or unenforceable in whole or in part as a result of the application of the rule against perpetuities, then, to the extent that there is no other rule of law, statute or judicial decision that would cause such rights to remain enforceable without regard to the provisions of this Section 11.30, then City and Developer agree that all such rights, titles or interests that would otherwise be void or unenforceable in whole or in part as a result of the application of the rule against perpetuities, shall terminate as of that date which is twenty (20) years and three hundred sixty-four (364) days after the date of the later to occur of the last to die of the issue of the sons of David S. Cordish living as of the date of this Agreement.

Section 11.31 Assignment or Sale to Exempt Organization. Prior to any sale, transfer or other disposition of all or any portion of the Property or any interest therein to an organization exempt from payment of ad valorem property taxes, such organization shall be required to agree not to apply for an exemption from payment of such property taxes for a period ending on the earlier of the date that all Bonds are paid in full or twenty-five (25) years from the effective date of the Approving Ordinance. The Developer shall make this requirement a covenant running with the land, enforceable for such period as if such purchaser or other transferee or possessor thereof were originally a party to and bound by this Agreement. Notwithstanding the foregoing, the parties hereto acknowledge that the BHOF Property is located within the Development Area and agree that the continued occupation of all or a portion of that portion of the Development Area currently occupied by such User shall be excluded from the scope of this Section.

Section 11.32 Developer's Right to Manage Project. Subject to the limitations of and except as otherwise provided in this Agreement, Developer retains the right to: (a) market, lease, and sell all or any portion of the Development Project, at such times and such rates or prices as Developer shall determine in Developer's sole discretion, and (b) from time to time, modify Developer's plans with respect to the marketing, leasing, and sale of all or any portion of the Development Project, provided, however, that in no event shall Developer make any modifications that reduce the size of any Component to a size less than minimum for any Component as set forth in Exhibit B attached hereto.

Section 11.33 Payment or Performance on Saturday, Sunday, or Holiday. Whenever the provisions of this Agreement call for any payment or the performance of any act on or by a date that is a Saturday, Sunday, or legal holiday of the State of Missouri, including the expiration date of any cure periods provided herein, then such payment or such performance shall be

required on or by the immediately succeeding day that is not a Saturday, Sunday, or legal holiday of the State of Missouri.

Section 11.34 Incorporation into Agreement and Recitals. The recitals set forth above are incorporated herein by reference and made a part of this Agreement. Unless otherwise provided herein, all exhibits attached hereto are incorporated herein by reference.

[signatures appear on following pages]

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

IN WITNESS WHEREOF, the City and the Developer have caused this Agreement to be executed in their respective names and the City has caused its seal to be affixed thereto, and attested as to the date first above written.

“CITY”:

CITY OF ST. LOUIS, MISSOURI

By: _____
Francis G. Slay, Mayor

By: _____
Darlene Green, Comptroller

(SEAL)

Attest:

Parrie May, City Register

Approved as to Form:

Patricia Hageman, City Counselor

“DEVELOPER”:

BALLPARK VILLAGE HOLDING COMPANY,
LLC, a Delaware limited liability company

By: BALLPARK VILLAGE HOLDING
COMPANY INVESTORS, LLC, a
Maryland limited liability company, its
Managing Member

By: _____
Blake L. Cordish, Authorized Person

**EXHIBIT A
Legal Description of the Development Area**

Developer Controlled Site (Parcel Number 64660000350):

Parcel 1:

Lot 3 of "South Downtown Plaza", in City Block 6466 of the City of St. Louis, Missouri, according to plat thereof recorded in Plat Book 12232003 Page 0248 of the Office of the Recorder of Deeds of the City of St. Louis. Including also part of vacated Broadway, Walnut Street and Stadium Plaza, adjacent to Lot 3, according to plat thereof recorded in Plat Book 09272005 Page 696 of the St. Louis City Records. EXCEPTING THEREFROM, that portion of Clark Street Dedicated by instrument recorded in Plat Book

12062006 Page 322 and by Ordinance No. 67243 of the City of St. Louis Records. (Note: To be known as Amended Lot 3 of "South Downtown Plaza").

Parcel 2:

Appurtenant easement rights as set forth in that certain "Stadium West Pedestrian Bridge Agreement" dated as of March 21, 1996, by and between Gateway Stadium, L.L.C., a Missouri limited liability company and Civic Parking, L.L.C., a Missouri limited liability company, as recorded March 21, 1996 in Book M1194 Page 1117.

International Bowling Museum & Hall of Fame Site (Parcel Number 64650000100):

Tract 5 of CIVIC CENTER SUBDIVISION PLAT 3 according to the plat thereof recorded in Plat Book 37, Page 28, of the City of St. Louis Recorder's Office and being also Block 6466 of the City of St. Louis.

The Development Area further includes the public rights-of-way adjacent to the Developer Controlled Site and International Bowling Museum & Hall of Fame Site described above.

EXHIBIT B
Development Project Components, Essential Elements and Commencement/Completion Deadlines

	COMPONENT/ SUBCOMPONENT	ESSENTIAL ELEMENTS	DEADLINE FOR COMMENCEMENT OF CONSTRUCTION	DEADLINE FOR SUBSTANTIAL COMPLETION OF CONSTRUCTION
(a)	Parking Subcomponent	Minimum of 1,200 structured parking spaces		
(b)	Streetscape Subcomponent	Minimum of \$15,100,000 in construction of street and open space improvements		
(c)	Retail/Restaurant/ Entertainment Subcomponent	Minimum of 324,000 square feet of Leasable Area of Retail/Restaurant/ Entertainment Space		
(d)	Office Subcomponent	Minimum of 100,000 square feet of Leasable Area of Class A office space		
	COMPONENT A	Minimum 1,200 structured parking spaces, minimum \$15,000,000 in construction of streetscape and open space improvements, minimum 324,000 square feet of Leasable Area of Retail/Restaurant/ Entertainment Space, minimum of 100,000 square feet of Leasable Area of Class A office space	Eighteen (18) months following Component A Closing (subject to the provisions of this Agreement with respect to issuance of building permits	Three (3) calendar years following Commencement of Construction

	COMPONENT B	Minimum 225 residential condominium units	Six (6) months following purchase reservations for 50% of total units	Two (2) calendar years following Commencement of Construction
<p>Developer may elect to add quantities of Essential Elements in each Component and Retail/Entertainment/Restaurant Leasable Area may be added to Components A and B, in accordance with the provisions of this Agreement and as set forth on Exhibit C.</p> <p>In addition, all or part of Component B may be added to Component A, in which case, the Essential Elements of Component B would be reduced by the number of residential condominium units constructed as part of Component A.</p>				

**EXHIBIT C
Maximum Reimbursable Development Project Costs and Minimum Developer Subordinate Bond Purchase**

		MAXIMUM REIMBURSABLE DEVELOPMENT PROJECT COSTS					MINIMUM DEVELOPER SUBORDINATE BOND PURCHASE
	COMPONENT/ SUBCOMPONENT	From CID Revenues	From Local MODESA Revenues	From Net New State Revenues	From TDD Revenues	FROM ALL REVENUES	
(a)	Parking Subcomponent	\$31,392,177				\$31,392,177	\$4,258,173
(b)	Streetscape Subcomponent	\$15,103,077				\$15,103,077	
(c)	Retail/Restaurant/ Entertainment Subcomponent	\$42,120,000		\$0	\$0	\$42,120,000	
(d)	Office Subcomponent	\$10,000,000		\$0	\$0	\$10,000,000	
	TOTAL COMPONENT A	\$98,615,254				\$98,615,254	\$4,258,173
	TOTAL COMPONENT B (Residential)	\$11,250,000		\$0	\$0	\$11,250,000	\$485,771
	TOTAL COMPONENTS A & B	\$109,865,254				\$109,865,254	\$4,743,944
(e)	Additional Retail/ Restaurant/Entertainm ent Leasable Area	\$4,680,000		\$0	\$0	\$4,680,000	\$202,081
(f)	Additional Residential Condominium Units	\$1,250,000		\$0	\$0	\$1,250,000	\$53,975

	<p style="text-align: center;">TOTAL COMPONENTS A & B PLUS ADDITIONAL OPTIONAL RETAIL/ RESTAURANT/ ENTERTAINMENT SPACE AND CONDOMINIUM UNITS*</p>	<p style="text-align: center;">\$115,795,254</p>	<p style="text-align: center;">\$115,795,254</p>	<p style="text-align: center;">\$5,000,000</p>
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Developer shall have the option, provided that Developer notifies City a minimum of eight (8) weeks prior to Closing, to add square feet of Leasable Area to the Retail/Entertainment/Restaurant space required for Component A. Should Developer elect to add such space, the Incentive Amount shall be adjusted as provided below. Developer shall also have the option to add retail space and/or residential condominium units to Component B, provided that Developer notifies City of such election a minimum of eight (8) weeks prior to Closing. Should Developer elect to add such space, the Maximum Reimbursable Development Project Cost for such addition shall be adjusted as provided below.

In the case of Retail/Entertainment/Restaurant Space to be added to Component A (as identified as (e) on the above chart, the "Additional Retail/Restaurant/Entertainment Leasable Area"), the Maximum Reimbursable Development Project Cost shall be increased by \$4,680,000 if the Developer adds 36,000 sq. ft.; if Developer adds less than 36,000 sq. ft., the increase in the Incentive Amount shall be prorated (e.g., if Developer adds 18,000 sq. ft., the increase in the Incentive Amount shall be \$2,340,000). If Developer adds such space to Component B, the Maximum Reimbursable Development Project Cost for such addition shall be calculated as follows for Retail/Entertainment/Restaurant Space: $[(\$4,680,000 \times \text{Leasable Area of space added}) / (36,000)]$, provided, however, that if such space is added as to Component B, the Maximum Reimbursable Development Project Cost shall be further reduced, in accordance with the provisions of this Agreement (including but not limited to, Section 3.1) to take into account construction of the addition of such space to Component B rather than Component A, and provided that in no event shall the total Incentive Amount for additional Retail/Entertainment/Restaurant Space exceed \$4,680,000. In case of residential condominium units to be added to Component B above 225 units, the Maximum Reimbursable Development Project Costs shall be capped at and additional \$1,250,000 calculated as follows: $\$1,250,000 \times \text{the number of units added} / 25$, and in no event shall the Maximum Reimbursable Development Project Cost for additional residential condominium units exceed \$1,250,000. Notwithstanding the foregoing, in no event shall the total Incentive Amount for Components A and B combined (including any adjustments for additions as provided herein) exceed \$115,795,254. In the event of any addition of space, and any increase in the Incentive Amount as a result thereof, the ratio of Subordinate Bonds to Maximum Reimbursable Development Project Costs shall be maintained in the same ratio as the amounts specified under "Minimum Developer Subordinate Bond Purchase" divided by the corresponding value under the column "From All Revenues" on the above referenced chart (4.317%).

**EXHIBIT D
RESERVED**

EXHIBIT F
Form of Certificate of Commencement of Construction

[_____ square feet of _____ space, as a Subcomponent of]
[Component A][Component B]

The undersigned, BALLPARK VILLAGE HOLDING COMPANY, LLC (the "Developer"), pursuant to that certain Development Agreement dated as of _____, 200__, between the City of St. Louis, Missouri (the "City") and Developer (the "Agreement") hereby certifies to the City as follows:

1. All real property within the Development Area necessary for the Development Project has been acquired by Developer in accordance with the Agreement.

2. Developer has entered into an agreement with a contractor or contractors to construct [_____ square feet of _____ space, as a Subcomponent of][Component A][Component B] of the Development Project. The estimated Development Project Costs with respect to such [Sub][C]omponent are \$ _____.

3. Developer has submitted to the MBE/WBE Compliance Officer a copy of Developer's MBE/WBE Subcontractor's List and MBE/WBE Utilization Statement, which are attached hereto as Appendix B.

4. Developer has obtained and closed all necessary financing to achieve Substantial Completion of [_____ square feet of _____ space, as a Subcomponent of][Component A][Component B] of the Development Project.

5. This Certificate of Commencement of Construction is being issued by Developer to the City and the Authority in accordance with the Agreement to evidence Developer's satisfaction of all obligations and covenants with respect to commencement of construction of [_____ square feet of _____ space, as a Subcomponent of][Component A][Component B] of the Development Project.

6. Notwithstanding anything to the contrary herein, the City and the Authority shall have no recourse against any member, authorized person, manager, principal, officer, representative, partner, shareholder, trustee or employee of Developer or any of their respective properties or assets in connection with the execution and delivery of this Certificate by Developer.

Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Agreement.

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

BALLPARK VILLAGE HOLDING COMPANY,
LLC, a Delaware limited liability company

By: BALLPARK VILLAGE HOLDING
COMPANY INVESTORS, LLC, a
Maryland limited liability company, its
Managing Member

By: _____
Name: _____
Title: _____

EXHIBIT G
Form of Certificate of
Reimbursable Development Project Costs

TO:

_____ (the "Bond Trustee")

Re: City of St. Louis, Missouri, Ballpark Village Development Project

Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Development Agreement dated as of _____, 2007 (the "Agreement"), between the CITY OF ST. LOUIS, MISSOURI (the "City") and BALLPARK VILLAGE HOLDING COMPANY, LLC, a Delaware limited liability company (the "Developer"). In connection with said Agreement, the undersigned hereby states and certifies that:

1. Each item listed on Schedule 1 hereto is a Reimbursable Development Project Cost and was incurred in connection with the construction of the Development Project.

2. These Reimbursable Development Project Costs have been paid by the undersigned and are reimbursable under the Bond Indenture and the Agreement, or such items are presently due and payable.

3. The following amounts of Reimbursable Development Project Costs have been incurred in the completion of the Transportation Project and CID Project on behalf of the TDD or the CID, as applicable, and are subject to reimbursement from TDD Revenues and CID Revenues (as defined in the Agreement), respectively:

Transportation Project:

CID Project:

Local MODESA:

State MODESA:

4. Each item listed on Schedule 1 has not previously been paid or reimbursed from money derived from the Special Allocation Fund or any money derived from any project fund established pursuant to the Bond Indenture, and no part thereof has been included in any other certificate previously filed with the City.

5. There has not been filed with or served upon the Developer any notice of any lien, right of 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 good faith.

6. All Work for which payment or reimbursement is requested has been performed in a good and workmanlike manner and in accordance with the Development Plan and the Agreement.

7. If any cost item to be reimbursed under this Certificate is deemed not to constitute a "Development Project Cost" within the meaning of the MODESA Act, the Bond Indenture and the Agreement, the Developer shall have the right to substitute other eligible Reimbursable Development Project Costs for payment hereunder.

8. The Developer is not in default or breach of any material term or condition of the Agreement beyond the applicable cure period, if any.

9. Developer has received letters of intent or leases that have been executed by potential Users that argument, _____ square feet of Leasable Area. [This provision is not applicable for Component B.]

10. When the amount of this request for reimbursement is added to the amount of all previous requests for

reimbursement, the total amount of such requests does not exceed the amount permitted in the Draw Schedule to be disbursed at this time.

11. To our knowledge, all necessary permits and approvals for that portion of the Work to which this certificate relates have been issued.

12. The construction of the Development Project has achieved the completion percentage established in the Draw Schedule.

13. Notwithstanding anything to the contrary herein, the City and the Authority shall have no recourse against any member, authorized person, manager, principal, officer, representative, partner, shareholder, trustee or employee of Developer or any of their respective properties or assets in connection with the execution and delivery of this Certificate by Developer.

Dated this ____ day of _____, _____.

BALLPARK VILLAGE HOLDING COMPANY,
 LLC, a Delaware limited liability Company

By: BALLPARK VILLAGE HOLDING
 COMPANY INVESTORS, LLC, a
 Maryland limited liability company, its
 Managing Member

By: _____
 Name: _____
 Title: _____

Schedule 1

The Developer has incurred the following Reimbursable Development Project Costs:

	CATEGORY	FROM LOCAL MODESA REVENUES	FROM STATE MODESA REVENUES	FROM TDD REVENUES	FROM CID REVENUES	FROM ALL REVENUES
(a)						
(b)						
(c)						
(d)						
(e)						
(f)						
	Total Reimbursable Development Project Costs					

EXHIBIT H
Form of Certificate of Substantial Completion

CERTIFICATE OF SUBSTANTIAL COMPLETION

[_____ square feet of _____ space, as a Subcomponent of]
[Component A][Component B]

The undersigned, BALLPARK VILLAGE HOLDING COMPANY, LLC, a Delaware limited liability company (the “Developer”), pursuant to that certain Development Agreement dated as of _____, 2007, between the City of St. Louis, Missouri (the “City”) and the Developer (the “Agreement”), hereby certifies to the City as follows:

1. That as of _____, _____, Substantial Completion in accordance with the Agreement has been achieved for [_____ square feet of _____ space, as a Subcomponent of] [Component A][Component B] of the Work.

2. To Developer’s knowledge, the Work has been performed in a workmanlike manner and substantially in accordance with the Construction Plans (as those terms are defined in the Agreement).

3. This Certificate of Substantial Completion is accompanied by the project architect’s or owner representative’s certificate of substantial completion on AIA Form G-704 (or the substantial equivalent thereof), a copy of which is attached hereto as Appendix A and incorporated herein by reference, certifying that the Work in connection with [_____ square feet of _____ space, as a Subcomponent of] [Component A][Component B] has been substantially completed in accordance with the contract between the Developer and _____, the general contractor for [_____ square feet of _____ space, as a Subcomponent of] [Component A][Component B] of the Work..

4. This Certificate of Substantial Completion is being issued by the Developer to the City and/or its designee in accordance with the Agreement to evidence the satisfaction of all material obligations and covenants with respect to the Development Project with respect to [the portion of the Work in connection with the Development Project described herein.] [the Work in connection with the Development Project.]

5. The acceptance (below) or the failure of the City or its designee to object in writing to this Certificate within thirty (30) days of the date of delivery of this Certificate to the City (which written objection, if any, must be delivered to the Developer prior to the end of such thirty (30) days) shall evidence the satisfaction of the Developer’s agreements and covenants to substantially complete [the portion of the Work in connection with the Development Project described herein.] [the Work in connection with the Development Project.]

6. Upon acceptance by the City or its designee, or the failure of the City or its designee to object in writing to this Certificate within thirty (30) days of the date of delivery of this Certificate to the City and/or its designee as provided in Section 5 above, the City and its designee shall execute and Developer may record this Certificate in the office of the City’s Recorder of Deeds. This Certificate 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 shall have the meaning ascribed to such terms in the Agreement.

7. Notwithstanding anything to the contrary herein, the City and the Authority shall have no recourse against any member, authorized person, manager, principal, officer, representative, partner, shareholder, trustee or employee of Developer or any of their respective properties or assets in connection with the execution and delivery of this Certificate by Developer.

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

BALLPARK VILLAGE HOLDING COMPANY,
LLC, a Delaware limited liability Company

By: BALLPARK VILLAGE HOLDING
COMPANY INVESTORS, LLC, a
Maryland limited liability company, its
Managing Member

By: _____
Name: _____

Title: _____

ACCEPTED:

[_____

By: _____
Name: _____
Title: _____]

CITY OF ST. LOUIS, MISSOURI

By: _____
Name: _____
Title: _____

(Insert Notary Form(s) and Legal Description)]

**EXHIBIT I
RESERVED**

**EXHIBIT J
Equal Opportunity and Nondiscrimination Guidelines**

In any contract for Work in connection with the Development Project, the Developer (which term shall include the Developer, any transferees, lessees, designees, successors and assigns thereof, including without limitation any Related Entity), its contractors and subcontractors shall comply with all federal, state and local laws, ordinances or regulations governing equal opportunity and nondiscrimination (the "Nondiscrimination Laws"). Moreover, the Developer shall contractually require its contractors and subcontractors to comply with the Nondiscrimination Laws.

In any contract for Work in connection with the Development Project, Developer and its contractors or subcontractors shall not contract with any party known to have been found in violation of the Nondiscrimination Laws.

The Developer agrees for itself and its contractors and subcontractors that there shall be covenants to ensure that there shall be no discrimination on the part of the Developer or its contractors and subcontractors 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 of the Property or any improvements constructed or to be constructed on the Property or any part thereof. Such covenants shall run with the land and shall be enforceable by the SLDC, the City and the United States of America, as their interest may appear in the Development Project. Except as provided in this Exhibit, the Developer shall have no obligation to enforce the covenants made by any transferee or lessee, tenant, occupant or User of any of the facilities within the Development Area.

In any contract for Work in connection with the Development Project, Developer shall make good faith efforts to observe Executive Order #28 dated July 24, 1997, relating to minority and women-owned business participation in City contracts.

Developer shall also comply with Section Seven of Ordinance 67321 relating to disadvantaged business enterprise and workforce participation in the Development Project.

Developer and the City shall cooperate in the structuring of a recruitment and training program for City residents, the intent of which training program is to make such City residents eligible for employment in the completed Development Project to the extent practicable

**EXHIBIT K
Form of Quarterly Information Form**

**EXHIBIT L
RESERVED**

EXHIBIT M
Form of Completion Guaranty

EXHIBIT N
Project Budget

USES OF FUNDS:

	COMPONENT A				Schematic and Overview Improvements and Infrastructure Costs	TOTAL COMPONENT A	TOTAL COMPONENT B (235 Residential Condominium Units)	ADDITIONAL ELEMENTS	
	Retail/Restaurant/Leasable Area 324K Sq. Ft.	Office/Leasable Area 100K Sq. Ft.	Retail/Restaurant/Leasable Area 100K Sq. Ft.	1,200 Stacked Parking Spaces				Additional Retail/Restaurant/Leasable Area	Additional Retail/Restaurant/Leasable Area
PHASE I									
Acquisition	\$27,348,840	In Retail		In Retail	\$27,348,840	\$3,474,000	\$3,038,760		\$38E
Architecture/Engineering	\$2,897,100	\$1,028,750		In Const.	\$3,925,850	\$1,703,250	\$321,900		\$18E
Permits, Fees & Taxes	\$2,295,428	\$285,250		\$610,235	\$3,190,913	\$865,124	\$255,048		\$95
Loan Costs	\$4,683,375	\$1,344,625		\$3,600,000	\$9,628,000	\$5,095,080	\$520,375		\$66E
Marketing/Sales Costs	\$1,947,800	\$1,585,000			\$3,532,800	\$4,517,527	\$216,400		\$601
Developer Overhead/Fees	\$9,205,200	\$1,731,251			\$10,936,451	\$5,095,500	\$1,022,800		\$66E
Construction	\$81,225,000	\$10,000,000	\$68,000,000	\$25,576,550	\$207,004,627	\$48,194,316	\$9,025,000	\$7,200,000	\$5,35
Contingency	\$10,239,770	\$2,959,050		\$1,305,392	\$14,504,212	\$5,893,510	\$1,137,752		\$76E
TOTAL COST:	\$139,842,313	\$24,843,826	\$68,800,000	\$31,392,177	\$280,081,492	\$75,828,607	\$15,538,055	\$7,200,000	\$9,42

SOURCES OF FUNDS:

	COMPONENT A				Schematic and Overview Improvements and Infrastructure Costs	TOTAL COMPONENT A	TOTAL COMPONENT B (235 Residential Condominium Units)	ADDITIONAL ELEMENTS	
	Retail/Restaurant/Leasable Area 324K Sq. Ft.	Office/Leasable Area 100K Sq. Ft.	Retail/Restaurant/Leasable Area 100K Sq. Ft.	1,200 Stacked Parking Spaces				Additional Retail/Restaurant/Leasable Area	Additional Retail/Restaurant/Leasable Area
PHASE I									
Tenant/Banked Debt	\$37,233,889	\$10,480,748	\$68,800,000		\$68,800,000	\$4,137,099	\$7,200,000		\$
Private Debt	\$60,489,423	\$4,483,178			\$64,971,601	\$6,720,836			\$
Private Equity					\$0	\$64,678,607			\$7,17
Sales Proceeds	\$87,722,312	\$14,843,826	\$68,800,000	\$0	\$181,466,238	\$4,678,607	\$10,868,055	\$7,200,000	\$7,17
TOTAL PRIVATE	\$42,120,000	\$10,000,000	\$68,800,000	\$0	\$89,615,254	\$11,250,000	\$4,680,000	\$0	\$1,25
TOTAL PUBLIC	\$139,842,312	\$24,843,826	\$68,800,000	\$31,392,177	\$280,081,492	\$75,828,607	\$15,538,055	\$7,200,000	\$9,42

* Based on 100% improvements of \$200 per sq. ft. retail and \$100 per sq. ft. office

EXHIBIT O
Form of Issuer Mortgage

EXHIBIT P
Form of Issuer Note

EXHIBIT Q
DRAW SCHEDULE

Disbursements from the Project Fund established in the Bond Indenture shall be based upon a Final Component Budget and a Schedule for Construction for each Component or Subcomponent thereof (which Budget(s) and Schedule(s) shall be submitted to the Financing Team a minimum of three (3) weeks prior to Closing. Such Budget(s) shall be consistent with Exhibit N and shall also provide sufficient detail to enable the calculations contemplated hereunder to be made, shall set forth any amount expended by Developer in connection with the Development Project and such Component or Subcomponent, including the payment of predevelopment expenses and soft cost expenses to third parties unrelated to Developer, shall set forth Developer's fees in a fixed amount and acquisition costs in a fixed amount as equity unless Developer elects to acquire the BHOE Property and real property interests related thereto and/or private and utility easements, in which case such Budget shall include, in addition to the acquisition costs established in Exhibit N as equity, the reasonably estimated cost of such additional acquisitions if contemplated or the actual cost of such acquisition if consummated, and shall separately set forth the anticipated costs of User Improvements. Such Schedule(s) shall detail the amount of time reasonably anticipated to complete construction of the applicable Component or Subcomponent in the stages typically provided in a construction schedule and in accordance with the Guaranteed Maximum Price Contract. Draws on the Project Fund shall be limited in accordance with the following:

A. Guaranteed Maximum Price Contract: Developer shall have entered into and shall have provided to the Financing Team a Guaranteed Maximum Price Contract as provided in the Development Agreement for any Component or Subcomponent for which a disbursement is sought.

B. Equity to be Disbursed First: No disbursement shall be made from the Project Fund until Developer has contributed equity as set forth on the Final Component/Subcomponent Budget (the "Required Equity Amount"). Developer shall have the right to decrease the amount of the Required Equity Amount and correspondingly increase the amount of Private Debt or increase the amount of the Required Equity Amount and correspondingly decrease the amount of Private Debt at any time prior to Closing.

C. Distribution Schedule to be Provided before Any Project Fund Disbursement: No disbursement shall be made from the Project Fund until Developer has provided to Issuer a distribution schedule for the amounts to be deposited into the applicable subaccounts (collectively the "Subaccounts" and each a "Subaccount") in the Project Fund for Local MODESA, State MODESA, TDD, and CID revenues, together with a sufficiently detailed description of the costs for which Developer shall request payment from each such Subaccount for Bond Counsel to determine the eligibility of such costs, and Bond Counsel has determined that such costs are eligible for reimbursement in accordance with the MODESA, CID and TDD Acts.

D. Permits: No disbursement shall be made from the Project Fund for any Subcomponent until Developer has obtained building and other necessary permits for the commencement of construction of the Component or applicable Subcomponent.

E. Financing: No disbursement shall be made from the Project Fund until Developer has demonstrated to the reasonable satisfaction of the Financing Team that Developer has secured the debt and equity financing necessary to complete the Component (or Subcomponent) in accordance with the Final Component Budget, and the Completion Guaranty has been executed and delivered to the City in accordance with the provisions of the Development Agreement.

F. Limitations Based on Overall Funding Sources: Before any disbursement is made from the Project Fund, Developer shall also have complied with and presented evidence of such compliance with any related provisions in the Development Agreement and the provisions of A, B, C, D, E, and F hereof, in addition to the requirements of this paragraph. Following satisfaction of the such provisions, Developer may request draws from the Project Fund by making such requests to City or its designee, and the Trustee, provided that Developer shall, with each such request: (a) provide evidence of private debt and equity funds expended towards the completion of the Component; (b) designate the Subaccount(s) from which such requested payment is to be made; and (c) provide sufficient detail on the expenditures made to enable a determination to be made as to whether such requested payment is appropriate from such Subaccount(s). Subsequent disbursements may be made in accordance with the provisions of this paragraph as further limited by the provisions in paragraph F below, but the total of such disbursements shall in

no event exceed the Maximum Reimbursable Development Project Cost set forth for each Subcomponent of the Component as set forth in Exhibit C, as such Exhibit may be revised in accordance with the provisions of the Development Agreement [and with such holdback as may be required to structure Developer’s guarantee of payment of capitalized interest in a manner reasonably acceptable to City and Developer that maximizes the tax-exempt nature of the Bonds*].

Upon City’s or City designee’s approval or deemed approval of such request and upon satisfaction of the related conditions in the Development Agreement and upon satisfaction of the provisions of A, B, C, D, E, and G hereof, amounts in the Project Fund shall be disbursed to Developer to pay Reimbursable Development Project Costs at the rate of not more than \$1 of Project Fund proceeds for each \$__ of documented private debt and/or equity expenditure in excess of the Required Equity Amount, with such ratio determined in accordance with the following formula for each Component:

$$\text{Total Reimbursable Development Project Costs} / (\text{Final Component Budget} - \text{Required Equity Amount} - \text{Developer Fees} - \text{Leasing Commissions} - \text{User Improvements})$$

using such categories of funding sources and the amounts associated therewith as set forth on the Final Component Budget and consistent with the Budget attached hereto as Exhibit N. Additionally, payments to the Developer for Reimbursable Development Project Costs cannot exceed, in the aggregate, the amounts established in the Bond Indenture as the maximum cumulative draw schedule under the terms of the Bonds.

G. Limitations Based on Leasing Progress (applicable to Component A and, if any, Retail Space in Component B): Subject to the satisfaction of the provisions of A, B, C, D, and E hereof, and in accordance with the provisions of paragraph F above and any limitations set forth in the Development Agreement, at Closing on the Bonds for Component A, up to 25% of the total funds on deposit in the Project Fund shall be available for disbursement. After such Closing, additional funds on deposit in the Project Fund shall be available for disbursement upon achievement of the requirements set forth in paragraph A above and of leasing benchmarks as follows:

Percentage of Leasable Area of the retail, entertainment and restaurant space in Component that is Pre-Leased**	Percentage of total funds on deposit in the Project Fund available for disbursement
At least 25%	Up to 50%
At least 50%	Up to 75%
At least 75%	Up to 100%

*The Financing Team, Issuer and Developer will cooperate to structure the bonds, guarantee and holdback to maximize amount of Bonds that can be issued on a tax-exempt basis.

** “Pre-Leased” shall mean a prospective Acceptable Tenant (including any Related Entity of Developer) has executed and delivered to Developer (or Related Entity of Developer) and Developer has also executed a binding letter of intent or lease or purchase agreement with respect to Retail/Entertainment/Restaurant Leasable Area or office Leasable Area within the Development Project.

**EXHIBIT R
Reserved**

**EXHIBIT S
M/WBE Subcontractor’s List**

**EXHIBIT T
M/WBE Utilization Statement**

Approved: February 20, 2007