

ST. LOUIS RIVERFRONT STADIUM
PROJECT FINANCING, CONSTRUCTION AND LEASE AGREEMENT

by and among

**REGIONAL CONVENTION AND SPORTS
COMPLEX AUTHORITY**

AND

THE STATE OF MISSOURI

AND

THE CITY OF ST. LOUIS, MISSOURI

Dated: _____, 2015

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**ST. LOUIS RIVERFRONT STADIUM
PROJECT FINANCING, CONSTRUCTION AND LEASE AGREEMENT**

THIS ST. LOUIS RIVERFRONT STADIUM PROJECT FINANCING, CONSTRUCTION AND LEASE AGREEMENT (the “Agreement”), made and entered into as of _____, 2015, by and among the **REGIONAL CONVENTION AND SPORTS COMPLEX AUTHORITY**, a public instrumentality organized and existing under the laws of the State of Missouri (the “Authority”), the **STATE OF MISSOURI** (the “State”) acting by and through the **OFFICE OF ADMINISTRATION OF THE STATE OF MISSOURI** (the “Office of Administration”) and **THE CITY OF ST. LOUIS, MISSOURI** (the “City”), a municipal corporation and political subdivision of the State organized and existing under its charter and the constitution and laws of the State;

WITNESSETH:

WHEREAS, the Authority is authorized and empowered under the provisions of sections 67.650 to 67.658 RSMo. (the “Act”) to plan, construct, lease, operate and maintain sports stadiums and other facilities and to issue bonds for such purposes; and

WHEREAS, the Authority is planning to construct a new sports stadium at the Project Site (defined below) designed to host professional football and other sporting, recreational and entertainment events (the “Stadium”) and related improvements as further described herein; and

WHEREAS, funds are needed by the Authority in order to acquire, plan, construct, equip and operate the Project (defined below); and

WHEREAS, the Project (defined below) will significantly benefit the State and the City (each a “Sponsor,” and, collectively, the “Sponsors”) by: (a) increasing sports activity, recreational, entertainment, convention and tourism activities; (b) increasing state and local tax revenues through the creation of new jobs and the retention of existing jobs; (c) increasing state and local tax revenues through increased sales; (d) increasing state and local tax revenues through increased property tax revenues; (e) increasing state and local tax revenues through increased income taxes; and (f) creating an environment to stimulate additional private investment in the area in which the Project will be located; and

WHEREAS, the Authority and the Sponsors are specifically authorized to enter into this Agreement relative to the Project pursuant to the Act; and

WHEREAS, in addition to the other funding needed for the Project as described herein, the Authority has found and determined that it is desirable and in the best interests of the Authority and the Sponsors that the Authority issue bonds backed by the appropriations of the Sponsors for the purpose of providing funds to pay a portion of the costs of the Project and for the City to provide other financial and non-financial support and the State to provide other non-financial support for the Project as described herein; and

WHEREAS, the Authority, the State and the City are entering into this Agreement to provide for the application of the proceeds of the Project Bonds (defined below) and other sources to pay the Project Costs (defined below), to provide for the repayment of the Authority’s

Convention and Sports Facility Project and Refunding Bonds, Series A 2013 (State of Missouri, Sponsor) and the Authority's Convention and Sports Facility Refunding Bonds, Series C 2007 (The City of St. Louis, Missouri, Sponsor), and otherwise fund the Project from funds appropriated on an annual basis by the State and City, respectively, and to provide for the Authority's operation of the Project to carry out the public purposes of the Authority and the Sponsors; and

WHEREAS, the obligations of the State and the City under this Agreement are expressly contingent upon the commitment of certain private funds from the NFL and the NFL Team (each as defined herein) and certain other funding to finance the Project on terms acceptable to the State and City as further described in this Agreement.

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

ARTICLE I DEFINITIONS; RULES OF CONSTRUCTION

Section 1.1. Definitions of Words and Terms. In addition to the words and terms defined elsewhere in this Agreement, the following words and terms as used in this Agreement shall have the following meanings:

"Additional Bonds" shall have the meaning for such term ascribed in Section 3.2 of this Agreement.

"Additional Payments" means the additional payments described in Section 4.5 hereof.

"Agreement" means this St. Louis Riverfront Stadium Project Financing, Construction and Lease Agreement, dated as of _____, 2015, by and among the Authority, the State, and the City, as from time to time amended and supplemented in accordance with the provisions hereof and of any Project Indentures.

"Agreement Resolution" means the Resolution adopted by the Commissioners of the Authority on _____, 2015 authorizing the execution of this Agreement and approving others related matters.

"Agreement Term" means the period from the effective date of this Agreement until the expiration thereof pursuant to Section 4.11 hereof.

"Authority" means the Regional Convention and Sports Complex Authority, a public instrumentality duly organized and existing under sections 67.650 to 67.658 RSMo., and its successors and assigns.

"Authority Bonds – City" means any bonds hereafter issued by the Authority pursuant to a City Indenture and supported by the City's obligations under this Agreement to make Base Rental Payments as shown in Exhibit C.

“Authority Bonds – Event Day” means any bonds hereafter issued by the Authority pursuant to an Event Day Indenture and supported primarily by the City’s obligations under this Agreement to pay Supplemental Rental Payments and secondarily by the State’s obligations under this Agreement to pay Supplemental Rental Payments as described in Section 4.6(f) and shown in Exhibit C.

“Authority Bonds – Event Day Deficiency Amount” shall have the meaning ascribed for such term in Section 4.6(f) of this Agreement.

“Authority Bonds – Event Day Deficiency Notice” shall have the meaning ascribed for such term in Section 4.6(f) of this Agreement.

“Authority Bonds – NFL Team Rent” means any bonds hereafter issued by the Authority pursuant to an NFL Team Rent Indenture and supported primarily by the NFL Team’s obligations under the NFL Team Lease to pay NFL Team Rent and secondarily by the State’s obligations under this Agreement to pay Supplemental Rental Payments as described in Section 4.6(f) and shown in Exhibit C.

“Authority Bonds – NFL Team Rent Deficiency Amount” shall have the meaning ascribed for such term in Section 4.6(f) of this Agreement.

“Authority Bonds – NFL Team Rent Deficiency Notice” shall have the meaning ascribed for such term in Section 4.6(f) of this Agreement.

“Authority Bonds – State” means any bonds hereafter issued by the Authority pursuant to a State Indenture and supported by the State’s obligations under this agreement to make Base Rental Payments as shown in Exhibit C.

“Authorized Authority Representative” means the person or persons at the time designated, by written certificate of the Authority furnished to the State, the City, and the Trustee, as the person or persons authorized to act on behalf of the Authority. Such certificate shall contain the specimen signature of such person or persons, shall be signed on behalf of the Authority by its Chairman or Secretary, and may designate an alternate or alternates. The Authorized Authority Representative may, but need not, be an employee of the Authority.

“Authorized City Representative” means the person or persons at the time designated, by written certificate furnished to the Authority and the Trustee, as the person or persons authorized to act on behalf of the City. Such certificate shall contain the specimen signature of such person or persons, shall be signed on behalf of the City by the Mayor of the City, and may designate an alternate or alternates. The Authorized City Representative may, but need not, be an employee of the City.

“Authorized State Representative” means the person or persons at the time designated, by written certificate furnished to the Authority and the Trustee, as the person or persons authorized to act on behalf of the State. Such certificate shall contain the specimen signature of such person or persons, shall be signed on behalf of the State by the Commissioner of Administration of the State, and may designate an alternate or alternates. The Authorized State Representative may, but need not, be an employee of the State.

“Base Rental Payments” means each Sponsor’s Sponsor Payments designated as Base Rental Payments in Exhibit C hereto.

“Bond Funds” means, collectively, any Bond Funds created under the respective Project Indentures.

“Bond Reserve Funds” means, collectively, any Bond Reserve Funds (if any) created under the respective Project Indentures.

“Bond Reserve Requirement” means the total of any Bond Reserve Requirements (if any) for the Project Bonds, as set forth in the Project Indentures.

“Capital Maintenance Fund” means the Capital Maintenance Fund established by the Authority for payment of capital expenditures necessary and related to the ongoing maintenance and operation of the Project Site, the Project Improvements, and the Project Equipment.

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

“City Indenture” means a Trust Indenture approved by the City between the Authority and the Trustee, pursuant to which Authority Bonds – City will be issued as from time to time amended and supplemented in accordance with the provisions thereof.

“City Payments” means the payments to be made by the City in each year during the Agreement Term consisting of (i) the Base Rental Payments as set forth in Exhibit C hereto, as provided in Section 4.6 hereof and as may be reduced as provided in Section 4.7(d) hereof, and (ii) the City Supplemental Rent Payments, as provided in Section 4.6 hereof, all subject to appropriation in the manner required by State law and City Code.

“City Supplemental Rental Payments” shall have the meaning ascribed for such term in Section 4.6 of this Agreement.

“Completion Date” means the date of completion of the acquisition, planning, construction, equipping and improvement of the Project established pursuant to Section 3.9 of this Agreement.

“Construction Contracts” shall have the meaning ascribed for such term in Section 3.4 of this Agreement.

“Construction Fund” means, collectively, (i) the Construction Fund established by the Authority for payment of Project Costs, and (ii) any Construction Fund for Project Bonds created under a Project Indenture.

“Construction Manager” means an independent firm nationally recognized for construction management services selected by the Authority to perform construction management services for the Project including scheduling, budgeting, estimating, program evaluation, management and coordination, implementation of procedures, constructability and value engineering reviews and other management services.

“Construction Period” means the period from the beginning of acquisition, planning, construction, equipping and improvement of the Project to the Completion Date.

“Cost of Issuance Fund” means, collectively, any Cost of Issuance Fund for Project Bonds created under a Project Indenture.

“Deficiency Amount” shall mean an amount equal to the Authority Bonds – Event Day Deficiency Amount and the Authority Bonds – NFL Team Rent Deficiency Amount.

“Deficiency Notice” shall mean an Authority Bonds – Event Day Deficiency Notice or an Authority Bonds – NFL Team Rent Deficiency Notice.

“Event” means any professional football or other sporting, recreational or entertainment event at the Stadium for which tickets are sold, but expressly excluding all Major League Soccer events, high school sporting events and non-profit events.

“Event Day Indenture” means a Trust Indenture approved by the Sponsors between the Authority and the Trustee, pursuant to which Authority Bonds – Event Day will be issued as from time to time amended and supplemented in accordance with the provisions thereof.

“Event Day Obligations” shall have the meaning ascribed for such term in Section 4.9 hereof.

“Event Day Other Tax Revenues” means all tax revenues from the following taxes generated at the Stadium and adjacent parking owned by the Authority and actually collected by the City for any Event: (a) parking garage gross receipts license tax levied and collected by the City pursuant to Chapter 8.76 of the Revised Code of the City or any successor thereto, (b) entertainment license tax levied and collected by the City pursuant to Chapter 8.08 of the City Code or any successor thereto, except entertainment license tax levied and collected by the City for any professional football game played by the NFL Team in the Stadium, and (c) restaurant gross receipts tax levied and collected by the City pursuant to Chapter 11.42 of the Revised Code of the City or any successor thereto. If the City takes any voluntary action after the date of this Agreement that would cause any of the foregoing taxes to no longer be imposed or reduces the rate of any such tax below the rate in effect on the date of this Agreement, then Event Day Other Tax Revenues shall be deemed to be an amount that would have been generated at each Event had the foregoing taxes been imposed at the rates in effect on the date of this Agreement. Event Day Other Tax Revenues shall not include: (x) any tax revenues from any increase in the tax rate in effect on the date of this Agreement with respect to the foregoing taxes set forth in (a) through (c); (y) any tax revenues from any new taxes levied by the City after the date of this Agreement, or (z) any tax revenues from any taxes generated at the existing Edward Jones Dome.

“Event Day Sales Tax Revenues” means all tax revenues from the following sales taxes levied by the City and generated at the Stadium and adjacent parking owned by the Authority and actually collected by the City for any Event: (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. 56554, or any successor thereto, (d) the capital improvements sales tax levied pursuant to Ordinance No. 62885, or any successor thereto, (e) local parks sales tax levied pursuant to Ordinance No. 67195, or any successor thereto, and (f) public safety sales tax levied pursuant to Ordinance No. 67774, or any successor thereto. If the City takes any voluntary action after the date of this Agreement that would cause any of the foregoing sales taxes to no longer be imposed or reduces the rate of any such sales tax below the rate in effect on the date of this Agreement, then Event Day Sales Tax Revenues shall be deemed to be an amount that would have been generated at each Event had the foregoing taxes been imposed at the rates in effect on the date of this Agreement. Event Day Sales Tax Revenues shall not include: (x) any tax revenues from any increase in the tax rate in effect on the date of this Agreement with respect to the foregoing sales taxes set forth in (a) through (f); (y) any tax revenues from any new sales taxes levied by the City after the date of this Agreement, or (z) any tax revenues from any sales taxes generated at the existing Edward Jones Dome.

“Event Day Supplemental Reserve” shall have the meaning ascribed for such term in Section 4.6(i) of this Agreement.

“Event Day Tax Revenues” means: (a) for the period of time from the signing of the NFL Team Lease to the Completion Date, and for years one through ten on and after the Completion Date, an amount equal to one hundred percent (100%) of the Event Day Other Tax Revenues and fifty percent (50%) of the Event Day Sales Tax Revenues; (b) for years eleven through twenty on and after the Completion Date, an amount equal to one hundred percent (100%) of Event Day Other Tax Revenues and twenty-five percent (25%) of Event Day Sales Tax Revenues; and (c) for year twenty-one on and after the Completion Date through the later of the end of the NFL Team Lease or 2051, an amount equal to one hundred percent (100%) of Event Day Other Tax Revenues.

“Event Day Trustee” means a depository bank named by the Authority pursuant to a separate written agreement between the Authority and such depository bank, for the purposes of administering the City Supplemental Rental Payments as set forth in Section 4.6(f) of this Agreement.

“Event of Default” means any Event of Default as described in Section 8.1 of this Agreement.

“Event of Non-Appropriation” shall have the meaning ascribed for such term in Section 4.10 of this Agreement. For the avoidance of doubt, an Event of Non-Appropriation shall never be deemed an Event of Default for any purpose.

“Expense Fund” means, collectively, any Expense Fund for Project Bonds created under a Project Indenture.

“Fiscal Year” means, with respect to the State and the City, each twelve-month period beginning on July 1 and ending on June 30 or as such Fiscal Year may be changed from time to time by appropriate legislation and notice from the relevant Sponsor to the Trustee.

“Fixed Price Construction Contract” means a contract or series of contracts under which the contractor or contractors agree to complete construction of the Project in accordance with the Plans and Specifications for a fixed price, which price together with all Site Costs and other Project Costs necessary to complete the Project in accordance with the Plans and Specifications, does not exceed the amount received by the Authority from the Proposed Project Sources and Uses described on Exhibit D hereto.

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

“Independent Architect” means an architect or architectural firm, selected by the Authority, which is registered and qualified to practice the profession of architecture under the laws of the State who is not a full-time employee of the Authority or any of the Sponsors.

“Interest Payment Date” means each date on which interest on the Project Bonds is due in accordance with the Project Indentures.

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

“NFL” means the National Football League and its successors and assigns.

“NFL Entertainment Tax Revenues” means all tax revenues from the entertainment license tax levied and collected by the City pursuant to Chapter 8.08 of the City Code or any successor thereto, generated at the Stadium and adjacent parking owned by the Authority and actually collected by the City for any professional football game played by the NFL Team in the Stadium, for the period of time from the signing of the NFL Team Lease through the end of the term of the NFL Team Lease. NFL Entertainment Tax Revenues shall not include any tax revenues from the entertainment license tax generated at the existing Edward Jones Dome.

“NFL Team” shall mean the St. Louis Rams or any other franchise of the NFL that agrees to play professional football games in the sports stadium constructed as part of the Project, and its successors and assigns.

“NFL Team Lease” shall have the meaning ascribed for such term in Section 3.1(b) of this Agreement.

“NFL Team Rent” shall mean all rent payable by the NFL Team to the Authority pursuant to the NFL Team Lease.

“NFL Team Rent Indenture” means a Trust Indenture approved by the State to be entered into between the Authority and the Trustee, pursuant to which Authority Bonds – NFL Team Rent will be issued, as from time to time amended and supplemented in accordance with the provisions thereof.

“Outstanding”, when used with reference to Project Bonds, means as of any particular date, all Project Bonds theretofore authenticated and delivered under the Project Indentures, except:

(a) Project Bonds theretofore cancelled by the Trustee or delivered to the Trustee for cancellation;

(b) Project Bonds deemed paid in accordance with the provisions of the Project Indentures; and

(c) Project Bonds in exchange for or in lieu of which other Project Bonds have been authenticated and delivered pursuant to the Project Indentures.

“Owner” means the registered owner of any Project Bond or Project Bonds.

“Paying Agent” means the Trustee and any other bank or trust company designated pursuant to the Project Indentures as paying agent for any series of Project Bonds and at which the principal of, premium, if any, and interest on any such Project Bonds shall be payable.

“Plans and Specifications” means the Plans and Specifications described in Section 3.4 of this Agreement.

“Principal Payment Date” means each date on which principal of the Project Bonds is due in accordance with the Project Indentures.

“Private Funding and Inclusion Plan Contingency” shall have the meaning ascribed for such term in Section 3.1 of this Agreement.

“Project” means, collectively, the Project Site, the Project Improvements, and the Project Equipment, as they may at any time exist, and as the same may be described in the Plans and Specifications.

“Project Additions” means all additions, improvements, extensions, alterations, expansions or modifications of the Project or any part thereof financed with the proceeds of any Additional Bonds issued pursuant to the Project Indentures.

“Project Bonds” means, collectively, the Authority Bonds – State, the Authority Bonds – City, the Authority Bonds – Event Day and the Authority Bonds – NFL Team Rent.

“Project Costs” means all reasonable costs of acquisition, planning, construction, equipping and improvement of the Project including the following:

(a) all costs and expenses necessary or incident to the acquisition of the Project Site, the Project Improvements, and the Project Equipment;

(b) all costs and expenses of every nature incurred in purchasing the Project Improvements and otherwise improving the Project Site and purchasing and installing the Project Equipment, including the actual cost of labor, materials, machinery, furnishings

and equipment as payable to contractors, builders and materialmen in connection with the acquisition, furnishing and equipping of the Project, the costs of insurance and any other reasonable costs incurred by the Authority pursuant to this Agreement during the Construction Period and capitalized interest on the Project Bonds during the Construction Period;

(c) the cost of the title insurance policies specified in Article V of this Agreement;

(d) expenses of administration, supervision and inspection properly chargeable to the Project, underwriting expenses, rating agency fees, financial advisory fees, legal fees and expenses, fees and expenses of accountants and other consultants, publication and printing expenses, and initial fees and expenses of the Trustee and the Paying Agent to the extent that said fees and expenses are necessary or incident to the issuance and sale of the Project Bonds or to the acquisition, planning, construction, equipping and improvement of the Project;

(e) all other items of expense not elsewhere specified in this definition as may be necessary or incident to (i) the authorization, issuance and sale of the Project Bonds, (ii) the acquisition, planning, construction, equipping and improvement of the Project, (iii) all costs of compliance with the State's minority participation requirements described in Section 3.4 hereof and the City's workforce inclusion plan described in Section 3.7 hereof, and (iv) the financing of the Project; and

(f) reimbursement to the Authority or those acting for it for any of the above-enumerated costs and expenses incurred and paid by them before or after the execution of this Agreement.

"Project Documents" shall have the meaning ascribed for such term in Section 3.4 of this Agreement.

"Project Equipment" means the items of machinery, equipment or other personal property used in connection with the construction and development of the Project pursuant to the provisions hereof, and all replacements thereof and substitutions therefor made pursuant to this Agreement.

"Project Improvements" means all of the improvements including all buildings, structures, improvements and fixtures located on or to be purchased, constructed and otherwise improved on the Project Site pursuant to Article III hereof, and all additions, alterations, modifications and improvements thereof made pursuant to this Agreement.

"Project Indentures" means, collectively, the State Indenture, the City Indenture, the Event Day Indenture and the NFL Team Rent Indenture.

"Project Site" means all of the real estate or interest therein acquired from time to time pursuant to the provisions hereof which may include all or any portion of the real estate within the area labeled "New Stadium Complex Development Area" on Exhibit A attached hereto and by this reference made a part hereof.

“Rebate Funds” means, collectively, any Rebate Fund created under a Project Indenture.

“Registered Owner” means the registered owner of any Project Bond or Project Bonds.

“Site Costs” means all Project Costs for the acquisition of land, demolition, grading, soil testing, site preparation, architectural and engineering fees, construction management fees, costs of insurance, all costs incurred by the Authority pursuant to this Agreement during the Construction Period, and any other preconstruction Project Costs.

“Sponsor Payment Date” means any date on which Sponsor Payments are due. For the Base Rental Payments, the Sponsor Payment Date shall be each February 1 and August 1, with one-half of the Base Rental Payment due in each fiscal year paid on such dates. For the City Supplemental Rental Payments, the Sponsor Payment Date shall be each May 15 and November 15. For the State Supplemental Rental Payments, the Sponsor Payment Date shall be as set forth in a subsequent written agreement between the Authority and the State.

“Sponsor Payments” means, collectively, the City Payments and the State Payments.

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

“State Indenture” means a Trust Indenture approved by the State to be entered into between the Authority and the Trustee, pursuant to which Authority Bonds – State will be issued, as from time to time amended and supplemented in accordance with the provisions thereof.

“State Payments” means the payments to be made by the State in each year during the Agreement Term of (i) the Base Rental Payments as set forth in Exhibit C hereto, as provided in Section 4.6 hereof and as may be reduced as provided in Section 4.7(c) hereof, and (ii) the State Supplemental Rental Payments (if any, up to a maximum annual amount as set forth in Exhibit C hereto) as provided in Section 4.6 hereof, all subject to appropriation in the manner required by State law (which process shall include, without limitation, inclusion of the State Payments in the State budget request, passage of appropriation legislation by the General Assembly and approval of the applicable appropriation bill by the Governor).

“State Supplemental Rental Payments” shall have the meaning ascribed for such term in Section 4.6 of this Agreement.

“Trust Estate” means the Trust Estate described in the Granting Clauses of the Project Indentures.

“Trustee” means a trustee to be selected by the Authority and reasonably approved by the State and City, and any successor or successors and any other corporation or association which at the time may be substituted in its place pursuant to and at the time serving as Trustee under the Project Indentures.

“Workforce and Business Inclusion Plan” shall have the meaning ascribed for such term in Section 3.7 of this Agreement.

Section 1.2. Rules of Construction.

(a) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter gender. Unless the context shall otherwise indicate, words importing the singular number shall include the plural and vice versa. Words importing persons shall include firms, associations, partnerships and corporations, including public bodies, as well as natural persons.

(b) All references in this instrument to designated “Articles”, “Sections” and other subdivisions are to the designated Articles, Sections and other subdivisions of this instrument as originally executed. The words “herein”, “hereof” and “hereunder” and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or other subdivision unless the context indicates otherwise.

(c) The table of contents hereto and the headings and captions herein are not a part of this document.

(d) Accounting terms used herein and not otherwise defined herein or in the Project Indentures shall have the meaning ascribed to them by generally accepted accounting principles.

ARTICLE II REPRESENTATIONS

Section 2.1. Representations by the Authority. The Authority represents to each of the Sponsors that:

(a) Pursuant to the Act, the Authority is declared to be and is performing a public function and is existing under laws of the State with lawful power and authority to execute, deliver and perform the terms and obligations of this Agreement. Accordingly, this Agreement constitutes the legal, valid and binding obligation of the Authority, enforceable in accordance with its terms.

(b) The Agreement Resolution has been duly adopted by the Authority and the same has not been modified, amended or repealed.

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

Section 2.2. Representations by the State. The Office of Administration represents to the Authority and the City that:

(a) The Office of Administration is a department of the State, duly created and existing under the laws of the State.

(b) The Office of Administration has lawful power and authority to execute, deliver and perform the terms and obligations of this Agreement on behalf of the State, and has been

duly authorized to execute, deliver and perform this Agreement, acting by and through its duly authorized officers; and this Agreement is the legal and valid obligation of the State.

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

Section 2.3. Representations by the City. The City represents to the Authority and the State that:

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

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

(c) The execution and delivery of this Agreement by the City will not conflict with or result in a breach of any of the terms of, or constitute a default under, any indenture, mortgage, deed of trust, lease or other agreement or instrument to which the City is a party or by which it or any of its property is bound, except as otherwise reflected on Exhibit F hereto, or any of the constitutional, statutory or charter rules or regulations applicable to the City or its property.

ARTICLE III

PRIVATE FUNDING AND INCLUSION PLAN CONTINGENCY; AGREEMENT TO ISSUE PROJECT BONDS; USE OF PROCEEDS

Section 3.1. Private Funding and Inclusion Plan Contingency. The Authority currently estimates that the total Project Costs will be approximately \$1,110,400,000, as more particularly shown on the Proposed Project Sources and Uses attached hereto as Exhibit D and incorporated herein by reference. It is the express intent of the Authority, the State and the City that their public funding pursuant to this Agreement, including pursuant to Article IV hereof, be committed to the Project only upon the binding commitment of the NFL and the NFL Team to also fund not less than \$550,000,000 of the Project (representing not less than \$250,000,000 from the NFL Team and not less than \$300,000,000 from the G4 program administered by the NFL or other sources) as shown on Exhibit D. Notwithstanding anything to the contrary in this Agreement or otherwise, the issuance of the Project Bonds and the performance of the State and the City under this Agreement shall be expressly contingent upon the receipt of evidence of the satisfaction of all of the following conditions (the “Private Funding and Inclusion Plan Contingency”) by _____, 2017 to the reasonable satisfaction of the parties hereto provided that, notwithstanding Section 10.2 hereof, the City’s satisfaction with, and approval of, the Private Funding and Inclusion Plan Contingency, must be evidenced by action of the St. Louis Board of Estimate and Apportionment:

(a) The NFL irrevocably commits to a contribution from the NFL G4 program (or from other funds) for the Project of not less than \$300,000,000 (the “NFL Contribution”);

(b) The Authority and the NFL Team sign a lease, sublease or other binding commitment (the “NFL Team Lease”) (i) for the NFL Team to play NFL football games in the sports facility constructed as part of the Project for a term of not less than 30 years or the term of the Project Bonds, whichever is longer, and (ii) providing for rental payments to be paid by the NFL Team to the Authority in an amount not less than \$1,500,000 per year plus 3% annual escalation in rent each year over the term of the NFL Team Lease (the “NFL Team Rent”);

(c) The NFL Team signs a binding and enforceable non-relocation and non-avoidance agreement with the Authority that includes specific performance and injunctive relief provisions, pursuant to which (A) the NFL Team will irrevocably and unconditionally commit and guarantee to play all its home pre-season, regular season, and post-season games at the Project for a term of not less than 30 years (subject to a limited number of NFL-approved neutral site games and other customary exceptions), (B) the NFL Team will be required to maintain its membership in the NFL during such term and will be prohibited from (1) relocating from the City, (2) applying to the NFL to transfer to another location outside of the City, (3) entering into or participating in any negotiations or discussions with, or applying for, or seeking approval from, third parties with respect to any agreement, legislation, or financing that contemplates or would be reasonably likely to result in, any breach of the non-relocation agreement, and (4) terminating the non-relocation agreement during the term of the NFL Team Lease, and (C) the NFL Team agrees that the Authority shall be under no obligation to maintain the condition or status of the Stadium in any ranking relative to that of other NFL professional football stadiums, the failure of which would entitle the NFL Team to terminate the NFL Team Lease or relocate from the City;

(d) The Authority (or other entity that has responsibility for managing operations of the Stadium) enters into a Cooperation Agreement with the City;

(e) The NFL Team irrevocably commits to a contribution of not less than \$250,000,000 for the Project, and further irrevocably commits to paying all Project Costs related to initial construction of the Project in excess of \$1,110,400,000 (the “NFL Team Contribution”);

(f) The Authority receives proceeds from the sale of seat licenses or receives an irrevocable commitment of other funds not provided by the Sponsors for the Project in an amount of not less than \$160,400,000;

(g) The final closing of any financing transactions necessary to effectuate (a)-(e) above;

(h) The Authority shall finalize a Workforce and Business Inclusion Plan with terms as described in Section 3.7 of this Agreement, shall secure approval of the Plan by a special aldermanic Stadium Inclusion Plan Committee appointed by the President of the St. Louis Board of Aldermen, and shall secure an agreement by the Project’s Construction Manager and/or general contractor(s) to be bound by the Workforce and Business Inclusion Plan, including the liquidated damages provisions outlined in Section 3.7 of this Agreement; and

(i) The delivery of certifications from the Authority and the Sponsors (or their authorized representatives) acknowledging the satisfaction of the Private Funding and Inclusion Plan Contingency in all respects.

Section 3.2. Authority's Agreement to Issue Project Bonds. Subject to (i) the satisfaction of the Private Funding and Inclusion Plan Contingency provided in Section 3.1 hereof, (ii) the approval of the State Indenture and the NFL Team Rent Indenture by the State, (iii) the approval of the City Indenture by the City, and (iv) the approval of the Event Day Indenture by the City and the State, the Authority hereby agrees to issue the Project Bonds as provided in the Project Indentures to provide funds for the payment of the Project Costs. The Authority may authorize the issuance of additional bonds ("Additional Bonds") from time to time as provided in the Project Indentures approved by the respective Sponsors thereof as set forth in the preceding sentence. Notwithstanding anything to the contrary in this Agreement, the Authority Bonds – Event Day and Authority Bonds – NFL Team Rent shall not be issued prior to January 31, 2019.

Section 3.3. Use of Proceeds of the Project Bonds. The proceeds of the sale of the Project Bonds shall be applied as provided in the Project Indentures and in this Agreement to (i) finance the Project Costs, (ii) defease the Authority's Convention and Sports Facility Project and Refunding Bonds, Series A 2013 (State of Missouri, Sponsor) and the Authority's Convention and Sports Facility Refunding Bonds, Series C 2007 (The City of St. Louis, Missouri, Sponsor), and (iii) pay the expenses of issuance of the Project Bonds.

Section 3.4. Project Documents. The Authority is authorized to execute and perform the following documents as deemed appropriate in its reasonable judgment, subject to the terms of this Agreement, and the Authority will maintain at its principal office copies of the following documents as and when the same are available:

(a) All preliminary and final Plans and Specifications with respect to the Project (the Authority agrees to maintain the final versions of such preliminary Plans and Specifications as such final versions become available and in any event by such time as work is commenced on the portion of the Project to which such Plans and Specifications relate) (collectively, the "Plans and Specifications");

(b) Appropriate permits for the acquisition, construction and equipping of the Project, if required, from any governmental agency as may be necessary for such work;

(c) All Construction Manager's and general contractor's contracts for the Project and all prime subcontractor's contracts and purchase orders for any equipment included in the Project (the "Construction Contracts"); and

(d) Performance and payment bonds insuring the Authority and the Trustee as their respective interests may appear against all delays in completion of all Construction Contracts, against failure timely to complete the Project in accordance with the Plans and Specifications, and against claims for payment to cover labor and material used or reasonably required for use in the performance of the Construction Contracts;

(said documents referred to above in this Section being herein collectively called the “Project Documents”).

Project permits and associated construction-related activities requiring City approval shall be processed through the usual City permitting and approval processes, with a Workforce and Business Inclusion Plan (as supported by the “City of St. Louis Disparity Study” and the “City of St. Louis Workforce Study” completed in 2015 by Mason Tillman Associates, Ltd., for the City of St. Louis and the St. Louis Development Corp.) approved by the City and the aldermanic Stadium Inclusion Plan Committee that, at a minimum, meets the specifications and goals as described in Section 3.7 below.

The Authority acknowledges that certain additional State minority participation requirements apply to the Project, including, but not limited to, those requirements contained in Sections 67.653(3) and (4) RSMo..

Section 3.5. Changes or Amendments to Project Documents. The Authority may make, authorize or permit such changes or amendments to the Project Documents as the Authority may reasonably determine necessary or desirable, and provided that no such change or amendment of a material nature shall be made unless there are delivered to the Authority the following certificates: (a) the Independent Architect shall certify that the proposed changes or amendments will not materially alter the size, scope or character of the Project or impair the structural integrity or utility of the Project, and (b) the Construction Manager shall certify that the proposed changes or amendments will not cause the total estimated cost to complete the Project to exceed the amount on deposit in the Construction Fund (plus a reasonable estimate of investment income thereon and on other Funds and Accounts established under the Project Indentures, held by the Trustee and to be deposited in the Construction Fund, determined pursuant to Section 3.11 hereof). No such changes or amendments will impose an additional funding requirement on the City.

Section 3.6. Enforcement of Contracts and Surety Bonds. In the event of a material default of any contractor or subcontractor under any Construction Contract or any other third party contract made in connection with the Project, or in the event of a material breach of warranty with respect to any materials, workmanship or performance, the Authority will promptly proceed, either separately or in conjunction with others, to pursue diligently the remedies of the Authority against the contractor or subcontractor in default, against the appropriate vendor in the event of a material breach of warranty, and against any surety on a bond securing the performance of such contract. The failure of any contractor to meet a goal made a part of its contract in order for the Project to comply with the Minority and Business Inclusion Plan should be considered a material breach or default, and the Authority will promptly proceed to pursue diligently the remedies it has against the contractor or subcontractor in default and against any surety on a bond securing the performance of such contract. Any amounts recovered by way of damages, refunds, adjustments or otherwise in connection with the foregoing, after deduction of expenses incurred in such recovery and after reimbursement to the Authority of any amounts theretofore paid by the Authority and not previously reimbursed to the Authority for correcting or remedying of the default or breach of warranty which gave rise to the proceedings against the contractor, subcontractor or surety, shall be deposited by the Authority into the Construction Fund if received before the Completion Date and otherwise shall be

deposited in the Bond Funds pursuant to the Project Indentures as provided in Section 10.4 of this Agreement.

Section 3.7. Agreement to Commence and Complete Construction of the Project.

Subject to the satisfaction of the Private Funding and Inclusion Plan Contingency provided in Section 3.1 hereof:

(a) The Authority agrees to cause the acquisition, construction and equipping of the Project to be: (i) commenced within ____ () months from the satisfaction of the Private Funding and Inclusion Plan Contingency and thereafter diligently and continuously prosecuted; and (ii) completed with reasonable dispatch but in no event later than four (4) years from satisfaction of the Private Funding and Inclusion Plan Contingency. The Authority agrees to obtain such title or interest in the Project as will enable the Authority to operate such Project for the purpose for which it was constructed and to carry out the purposes of the Project under the Act and to provide from moneys in the Construction Fund and from other legally available moneys, if any (including its own funds if required and available) all moneys necessary to complete the Project substantially in accordance with the Plans and Specifications.

(b) The Authority, the State and the City acknowledge that the funds generated by the Project Bonds are not expected to pay for all costs related to the completion of the Project, and that additional funds will be required from private participants and as otherwise described on Exhibit D hereto. The Authority agrees to use its best efforts to obtain moneys directly from the NFL, the NFL Team and as otherwise described on Exhibit D hereto from other lawfully available sources, in an amount sufficient to pay the amount needed for completion of the Project for deposit in the Construction Fund. The Authority covenants that any moneys received from any other source which are properly designated (whether by such source, by the Authority or in some other manner) for the acquisition, construction or equipping portions of the Project shall be deposited to the credit of the Construction Fund.

(c) Notwithstanding anything to the contrary, in the event the moneys on deposit in the Construction Fund (together with other funds legally available to the Authority for the Project, if any) are determined by the Authority at any time to be insufficient to pay for the completion of the acquisition, construction and equipping of the Project, the Authority, after consultation with the Sponsors and the NFL Team, agrees to modify the Project to include only those components and be of such design as can be completed with the aforesaid amounts and in keeping with the intent of this Agreement.

(d) If the Authority cannot obtain moneys sufficient to pay the amount of such deficiency and the Construction Manager certifies in writing to the Authority that the Project cannot be modified so that the Project Costs can be paid with the moneys available or that a Fixed Price Construction Contract cannot be obtained for the Project, the Authority, after consultation with the Sponsors and the NFL Team, shall immediately terminate the acquisition, construction and equipping of the Project and shall direct the Trustee to transfer all moneys on deposit in the Construction Fund established under the Project Indentures and the Expense Fund to the Bond Funds pursuant to the Project Indentures as provided in Section 10.4 of this Agreement.

(e) The Authority agrees to pay or cause to be paid to the City upon request the sum of \$700,000 which the City will deposit in the Riverfront Stadium Public Works Account established in Section Five of Ordinance _____ (Board Bill #_____). The City will utilize the amounts on deposit in such account solely for the design, installation and performance of certain public works related to the Project which are contemplated by and/or consistent with the Plans and Specifications, to wit: vacation, removal and/or reconstruction of public rights of way and City-provided utilities necessary for the Project (the “Public Infrastructure Work”), which Public Infrastructure Work is hereby authorized and approved. Such Public Infrastructure Work shall be done using materials specified by the City's Board of Public Service, and in accordance with detailed plans and specifications finally adopted and approved by the City's Board of Public Service before bids are advertised therefor. The City's Board of Public Service shall cause the Public Infrastructure Work to be performed in accordance with its customary procedures. In the event that: (i) funds on deposit in the Riverfront Stadium Public Works Account are insufficient to complete the Public Infrastructure Work, the Authority shall, upon receipt of notice of insufficiency from the City, along with an estimate of the amount of additional funds necessary to complete the Public Infrastructure Work, deposit the necessary additional funds into the Riverfront Public Works Account in such amounts, and at such times, as shall permit the continuation and completion of the applicable work without interruption or stoppage; and (ii) the City does not utilize all or any portion of the amounts paid to the City pursuant to this Section, then the City agrees to return such funds to the Authority to be used to pay Project Costs.

(f) The Authority shall cause the Project to comply with all applicable federal, state and local laws and executive orders regarding contracting, hiring and employment, including applicable executive orders setting goals for minority- and women-owned business participation and minority hiring, including, but not limited to, Sections 67.653(3) and (4) RSMo., the Mayor's Executive Orders #28, #33, #34, #36, #39, #44, #46, #47, and #51, and Ordinance No. 69427 establishing apprenticeship training, workforce diversity, and city resident programs, all as may be amended as of the date of this Agreement. The Sponsors shall be afforded access to monitor compliance with such goals, and the Authority and the Sponsors shall consider the formation of an oversight committee to ensure compliance with such goals and to report its findings to the Board of Alderman of the City and to the State. In addition to any of the minimum goals set by the applicable federal, state and local laws, and executive orders, the Authority shall also cause the Project to comply with a Workforce and Business Inclusion Plan (approved by a special aldermanic Stadium Inclusion Plan Committee and as supported by the “City of St. Louis Disparity Study” and the “City of St. Louis Workforce Study” completed in 2015 by Mason Tillman Associates, Ltd., for the City of St. Louis and the St. Louis Development Corp.) that:

(i) Sets a Project participation goal for minorities of at least 37.81% of all Labor Hours (as defined in Ordinance 69427) worked on this Project;

(ii) Sets a Project participation goal for City Residents of at least 23.28% of all Labor Hours (as defined in Ordinance 69427) worked on this Project;

(iii) Sets a Project participation goal for women of at least 6.9% of all Labor Hours (as defined in Ordinance 69427) worked on this Project;

- (iv) Sets a goal that at least 30.51% of all construction prime contract dollars shall go to companies owned by minorities (as defined in Ordinance 69427);
- (v) Sets a goal that at least 12.23% of all construction prime contract dollars shall go to companies owned by women;
- (vi) Sets a goal that at least 30% of all professional services prime contract dollars shall go to companies owned by minorities (as defined in Ordinance 69427);
- (vii) Sets a goal that at least 23.78% of all professional services contract dollars shall go to companies owned by women;
- (viii) Sets a goal that at least 23.94% of all construction subcontract dollars shall go to companies owned by minorities (as defined in Ordinance 69427);
- (ix) Sets a goal that at least 11.25% of all construction subcontract dollars shall go to companies owned by women;
- (x) Sets aside at least \$1,000,000 from the construction budget for a “Quick Pay” program that ensures that minority- and women-owned businesses do not experience cash flow problems while they wait to get paid;
- (xi) Sets aside at least \$5,000,000 from the construction budget to guarantee loans to help smaller minority- and women-owned businesses get lines of credit to help them fulfill their contractual obligations and for working capital;
- (xii) Sets aside at least \$500,000 from the construction budget to provide back office and other technical assistance to minority- and women-owned businesses, with a portion of this amount dedicated to office administration training in order to develop long-term capacity growth of minority- and women-owned construction companies, with a specific focus on estimates, scheduling, and claims control;
- (xiii) Sets aside at least \$500,000 from the construction budget to assist with the payment of professional services expenses, including legal and accounting, for minority- and women-owned businesses throughout the duration of the Project on an as-needed basis;
- (xiv) Provides opportunities for minority and female journeymen and other minority and female workers entering unions through apprenticeships who live in the City of St. Louis, with priority given to participants who reside in U.S. Department of Housing and Urban Development-designated Promise Zones within the City of St. Louis;
- (xv) Requires contractors awarded contracts valued more than \$300,000 in labor content to hire one new apprentice residing in a U.S. Department of Housing and Urban Development-designated Promise Zone within the City of St. Louis and, for every additional \$500,000 in contract value above \$300,000, contractors are responsible for hiring one additional new apprentice (as apprentice/journeymen ratio permits);

(xvi) Sets aside at least \$1,000,000 from the construction budget to fund Department of Labor-registered pre-apprentice programs, whose programming must take place in U.S. Department of Housing and Urban Development-designated Promise Zones within the City of St. Louis, and provide grants to qualified program participants for living expenses during their training period to overcome employment barriers on a demonstrated need basis in order to enhance recruitment and retention;

(xvii) Requires the Construction Manager, the Authority, and the general contractor(s) to take into account each potential subcontractor's history of hiring minorities and women, and the makeup of each potential subcontractor's current workforce;

(xviii) Requires the Authority to engage an independent third-party compliance consultant selected by a special Stadium Workforce and Business Inclusion Plan Committee made up of aldermen appointed by the President of the St. Louis Board of Aldermen to ensure compliance with the Workforce and Business Inclusion Plan, including but not limited to the goals announced in subsections (i) through (xvi) above;

(xix) Sets aside at least \$1,000,000 from the construction budget for the independent third-party compliance consultant, which shall conduct weekly on-site audits of workforce and contractor participation in order to monitor the Workforce and Business Inclusion Plan goals, which shall issue reports at least monthly, which shall consider setting up a Web site for the dissemination of its reports and data to the public, and which shall share all data and reports with a special Stadium Workforce and Business Inclusion Plan Committee made up of aldermen appointed by the President of the St. Louis Board of Aldermen;

(xx) Sets aside at least \$100,000 from the construction budget for compliance technological systems to track construction work hours and generate reports;

(xxi) Requires the Authority and the Construction Manager to make available office space in the construction trailer at the job site for the Governor's Office of Equal Opportunity, the St. Louis Development Corp., St. Louis Agency on Training and Employment, the Office of the St. Louis License Collector, the third-party consultant, and Stadium Workforce and Business Inclusion Plan Committee personnel in order to track contractor compliance;

(xxii) Requires all contractors and subcontractors to furnish to the Authority, the Governor's Office of Equal Opportunity, the St. Louis Development Corp., the St. Louis Agency on Training and Employment, the Office of the St. Louis License Collector, the third-party consultant, and the aldermanic Stadium Inclusion Plan Committee by the 5th day of each month during the contract term certified payroll records for all hourly employees working on the Project site; the certified payrolls and the contents shall be submitted in a controlled and confidential manner; the certified payroll documentation shall include the following: name of contractor, full name of employee, employee social security number, complete address of employee (including city, state, and zip code), employee's trade classification (e.g., laborer, carpenter, apprentice,

electrician, plumber, and foreman), employee's gender, employee's race, number of hours worked by employee, all employee withholding deductions (e.g., union dues and local, state, and federal taxes), employee's rate of pay, employee's gross pay, and employee's net pay;

(xxiii) Requires all union locals that sign a project labor agreement associated with this Project to furnish to the Authority, the Governor's Office of Equal Opportunity, the St. Louis Development Corp., the St. Louis Agency on Training and Employment, the Office of the St. Louis License Collector, the third-party consultant, and the aldermanic Stadium Inclusion Plan Committee by the 5th day of each month during the contract term certified records listing the name, address, race, and gender of each of its members, along with the number of hours each member worked on the Project for that month;

(xxiv) Requires the Authority to include an irrevocable liquidated damages provision in its contract(s) with the Construction Manager and/or general contractor(s) for any deficiencies in meeting the Workforce and Business Inclusion Plan's Labor Hours goals outlined in subsection (i) above, under which the Construction Manager and/or general contractor(s) must, within 180 days after the Completion Date, refund to the Sponsors a pro rata share of the construction labor costs that should have gone to minority workers, as certified by the third-party independent consultant;

(xxv) Requires the Authority to include an irrevocable liquidated damages provision in its contract(s) with the Construction Manager and/or general contractor(s) for any deficiencies in meeting the Workforce and Business Inclusion Plan's Labor Hours goals outlined in subsection (ii) above, under which the Construction Manager and/or general contractor(s) must, within 180 days after the Completion Date, refund to the City the share of the construction labor costs equal to the costs that should have gone to City Resident workers, as certified by the third-party independent consultant;

(xxvi) Requires the Authority to include an irrevocable liquidated damages provision in its contract(s) with the Construction Manager and/or general contractor(s) for any deficiencies in meeting the Workforce and Business Inclusion Plan's Labor Hours goals outlined in subsection (iii) above, under which the Construction Manager and/or general contractor(s) must, within 180 days after the Completion Date, refund to the Sponsors a pro rata share of the construction labor costs equal to the costs that should have gone to women workers, as certified by the third-party independent consultant;

(xxvii) Requires the Authority to include an irrevocable liquidated damages provision in its contract(s) with the Construction Manager and/or general contractor(s) for any deficiencies in meeting the Workforce and Business Inclusion Plan's contracting goals outlined in subsection (iv) above, under which the Construction Manager and/or general contractor(s) must, within 180 days after the Completion Date, refund to the Sponsors a pro rata share of the construction prime contract costs equal to the costs that should have gone to prime contractors owned by minorities, as certified by the third-party independent consultant;

(xxviii) Requires the Authority to include an irrevocable liquidated damages provision in its contract(s) with the Construction Manager and/or general contractor(s) for any deficiencies in meeting the Workforce and Business Inclusion Plan's contracting goals outlined in subsection (v) above, under which the Construction Manager and/or general contractor(s) must, within 180 days after the Completion Date, refund to the Sponsors a pro rata share of the construction prime contract costs equal to the costs that should have gone to prime contractors owned by women, as certified by the third-party independent consultant;

(xxix) Requires the Authority to include an irrevocable liquidated damages provision in its contract(s) with the Construction Manager and/or general contractor(s) for any deficiencies in meeting the Workforce and Business Inclusion Plan's contracting goals outlined in subsection (vi) above, under which the Construction Manager and/or general contractor(s) must, within 180 days after the Completion Date, refund to the Sponsors a pro rata share of the professional services prime contract costs equal to the costs that should have gone to professional services prime contractors owned by minorities, as certified by the third-party independent consultant;

(xxx) Requires the Authority to include an irrevocable liquidated damages provision in its contract(s) with the Construction Manager and/or general contractor(s) for any deficiencies in meeting the Workforce and Business Inclusion Plan's contracting goals outlined in subsection (vii) above, under which the Construction Manager and/or general contractor(s) must, within 180 days after the Completion Date, refund to the Sponsors a pro rata share of the professional services prime contract costs equal to the costs that should have gone to professional services prime contractors owned by women, as certified by the third-party independent consultant;

(xxxi) Requires the Authority to include an irrevocable liquidated damages provision in its contract(s) with the Construction Manager and/or general contractor(s) for any deficiencies in meeting the Workforce and Business Inclusion Plan's contracting goals outlined in subsection (viii) above, under which the Construction Manager and/or general contractor(s) must, within 180 days after the Completion Date, refund to the Sponsors a pro rata share of the construction subcontract costs equal to the costs that should have gone to construction subcontractors owned by minorities, as certified by the third-party independent consultant;

(xxxii) Requires the Authority to include an irrevocable liquidated damages provision in its contract(s) with the Construction Manager and/or general contractor(s) for any deficiencies in meeting the Workforce and Business Inclusion Plan's contracting goals outlined in subsection (ix) above, under which the Construction Manager and/or general contractor(s) must, within 180 days after the Completion Date, refund to the Sponsors a pro rata share of the construction subcontract costs equal to the costs that should have gone to construction subcontractors owned by women, as certified by the third-party independent consultant;

(xxxiii) Requires that the third-party independent consultant certify final reports within 180 days after the Completion Date;

(xxxiv) Requires that the Authority's contracts with the Construction manager and general contractor(s) must be approved by the St. Louis Board of Estimate and Apportionment.

The Authority shall cooperate with the Sponsors to provide continued support for the Sponsors' efforts regarding contracting with minority- and women-owned businesses for the construction and operation of the Project, including possible financial, accounting, and/or legal support, during the Agreement Term.

Section 3.8. Payment for Project Costs.

(a) General. All other monies received by the Authority to fund Project Costs, including but not limited to proceeds of the Project Bonds, proceeds of the State Tax Credits as specified in Section 4.6(c) hereof, the NFL Contribution and the NFL Team Contribution, shall be deposited in the Construction Fund and applied to pay Project Costs.

(b) Payment of Project Costs from Proceeds of Project Bonds. The Trustee shall use moneys in the Construction Funds established by the Project Indentures for the payment of Project Costs and for no other purpose. The Authority hereby authorizes and directs such Trustee to make disbursements from the Construction Fund upon receipt by the Trustee of requisitions signed by the Authorized Authority Representative. Requisitions from the Construction Fund established by the Project Indentures shall be in substantially the form attached hereto as Exhibit B-1. The aggregate amount of such disbursements shall not exceed \$_____ until there is delivered to the Trustee a written certificate of the Authorized Authority Representative and the Construction Manager that a Fixed Price Construction Contract has been awarded for the Project, and thereafter the requisitions shall be in substantially the form attached hereto as Exhibit B-2.

No money shall be disbursed from the Construction Fund established by the Project Indentures for the acquisition of the Project Site until the Trustee receives the title insurance policy required by Section 5.3 hereof. After the Trustee receives the title insurance policy required by Section 5.3 hereof, no additional money shall be disbursed from the Construction Fund established by the Project Indentures until the Trustee receives an endorsement updating the title insurance policy and insuring the total amount of the Construction Fund established by the Project Indentures then disbursed against filed and unfiled mechanics' and materialmen's liens for all work in place and materials stored to the date of the requisition, together with a continuation report, stating that since the date of the title commitment or policy or since the date of the last preceding continuation report, no liens or encumbrances have been recorded, and no taxes, assessments or other charges of whatever nature have become due and that there are no additional title exceptions or objections.

No money shall be disbursed from the Construction Funds established by the Event Day Indenture or NFL Team Rent Indenture until (i) all moneys in the Construction Funds established by the State Indenture and City Indenture have been spent in full, and (ii) all moneys in the Construction Fund established by the Authority from the NFL Contribution and \$250,000,000 of the NFL Team Contribution have been spent in full.

(c) Documentation. The Authority will maintain at its principal office copies of lien waivers, affidavits, paid invoices and reasonably related back-up data required for such requisitions and the Trustee will maintain at its principal corporate trust office copies of the title insurance policy and endorsements thereto required for such requisitions.

(d) Trustee May Rely. Upon receipt of requisition certificates properly completed as aforesaid, accompanied by appropriate documentation, the Trustee will, at the direction of the Authority, disburse moneys from the Construction Funds established pursuant to the Project Indentures directly to the appropriate payees or to the Authority for the payment of all such costs. The Trustee may rely conclusively on any such documentation and shall not be required to make any independent investigation in connection therewith.

Section 3.9. Establishment of Completion Date. The Completion Date shall be evidenced to the Trustee by a certificate signed by the Authorized Authority Representative and stating (i) that the acquisition, planning, construction, equipping and improvement of the Project has been completed in accordance with the Project Documents, (ii) that all costs and expenses incurred in the acquisition, planning, construction, equipping and improvement of the Project have been paid except costs and expenses the payment of which is not yet due or is being retained or contested in good faith by the Authority, and (iii) amounts to be retained by the Trustee with respect to item (ii) above. Notwithstanding the foregoing, such certificate shall state that it is given without prejudice to any rights against third parties which exist at the date of such certificate or which may subsequently come into being.

Section 3.10. Surplus in the Construction Fund. Upon receipt of the certificate described in Section 3.9 hereof:

(a) the Trustee shall transfer any remaining moneys then in the Construction Funds established pursuant to the Project Indentures (other than amounts to be retained pursuant to Section 3.9(ii)) to the Bond Funds pursuant to the Project Indentures as provided in Section 10.4 of this Agreement to be applied by the Authority solely to (a) the payment of principal and premium, if any, of the Project Bonds through the payment or redemption thereof at the earliest date permissible under the terms of the Project Indentures, or (b) at the option of the Authority, to the purchase of Project Bonds at such earlier date or dates as the Authority may elect. To the extent permitted by law, the Authority (with the consent of the State) shall direct the Trustee to apply such remaining moneys to the Bond Funds pursuant to the Project Indentures such that the Authority will first redeem or purchase Authority Bonds – Event Day, second redeem or purchase any Authority Bonds – NFL Team Rent, and thereafter, to redeem or purchase on a pro rata basis the Authority Bonds – State and Authority Bonds – City; and

(b) the Authority shall transfer any remaining moneys then in the Construction Fund established by the Authority (other than amounts to be retained pursuant to Section 3.9(ii)) to the Capital Maintenance Fund.

Section 3.11. Determining Amounts in the Construction Fund. The Construction Manager shall provide the Trustee with a construction draw schedule and amendments to such schedule as necessary from time to time. Amounts available or reasonably projected to be available in the Construction Fund shall be computed assuming that all construction draws are

made on the dates specified in the construction draw schedule and that investments held in the Construction Fund or in other funds whose earnings are deposited in the Construction Fund are invested at the stated rate of such current investments until maturity or earliest call date and at the contracted rate, if any, for any future reinvestments. No investment earnings shall be assumed on moneys which have not (i) been invested or (ii) been contracted for investment. The Construction Manager may rely on (i) a certificate of the Trustee as to the amounts available or reasonably projected to be available, to the extent determinable, in the Construction Fund, and the Trustee is hereby authorized to release such information to the Construction Manager, or (ii) a certificate of the Authority as to the amounts available or reasonably projected to be available in the Construction Fund, provided that the accuracy of the calculation of such projected amounts shall be certified by an independent certified public accountant.

ARTICLE IV LEASE AND PAYMENT PROVISIONS

Section 4.1. Granting of Leasehold Estate to Sponsors. The Authority hereby rents, leases and lets the Project to the Sponsors, and the Sponsors hereby rent, lease and hire the Project from the Authority, for the rentals and upon and subject to the terms and conditions herein contained.

Section 4.2. Subleasing of Project to Authority. The Sponsors hereby rent, sublease and relet the Project to the Authority, and the Authority hereby rents, subleases and re hires the Project from the Sponsors upon and subject to the terms and conditions herein contained. The Authority covenants and agrees to plan, construct, operate and maintain the Project as herein provided. The Authority further covenants and agrees to use its best efforts to obtain the maximum use and occupancy of the Project for NFL football and for all types of sports, recreation and other legal uses. The Authority and the Sponsors agree that such use and occupancy of the Project will carry out the public purposes of the Sponsors by promoting sports activity and tourism, increasing and creating jobs, and generating additional taxes for the use and benefit of the Sponsors and their citizens. During the Agreement Term, to further such public purposes, upon the reasonable request of the City the Authority shall permit use of the Project, free of charge, for certain amateur or collegiate sporting events promoted by the City (e.g. select public high school football games or the St. Louis Gateway Classic football game). The Authority covenants and agrees that it will not enter into any binding commitment or agreement, including, but not limited to the NFL Team Lease, with the NFL Team to play NFL Football games in the sports facility constructed as part of the Project unless (a) a majority of the State-appointed Commissioners and the City-appointed Commissioners vote in favor of the NFL Team Lease or such other binding commitment or agreement, determined without regard to the votes of the County-appointed Commissioners, (b) a minimum of two of the City-appointed Commissioners of the Authority vote in favor of the NFL Team Lease or such other binding commitment or agreement, and (c) at least one of the State-appointed Commissioners, who resides in the City, votes in favor of the NFL Team Lease or such other binding commitment or agreement. The Authority further covenants and agrees that that the term of any NFL Team Lease or such other binding commitment or agreement with the NFL Team to play NFL Football games in the sports facility constructed as part of the Project, must not expire prior to the termination of either Sponsor's payment obligations hereunder.

Section 4.3. Term of Agreement. This Agreement shall be effective on the date hereof but the obligations of the parties hereto are contingent upon satisfaction of the terms of Section 3.1 hereof. Once the terms of Section 3.1 hereof have been met this Agreement shall continue in force and effect until terminated pursuant to Section 4.11 hereof.

Section 4.4. Bond Payments. The Authority will duly and punctually pay the principal of, premium, if any, and interest on the Project Bonds at the dates and the places and in the manner mentioned in the Project Bonds and in the respective Project Indentures, according to the true intent and meaning thereof and hereof, but solely out of the Sponsor Payments and other sources of funds specified herein and in the respective Project Indentures.

Section 4.5. Payments by Authority.

(a) Payments Related to the Project Bonds. The Authority shall pay, but only out of moneys in the Expense Fund, the following items to the following persons as additional payments (the “Additional Payments”) under this Agreement:

(i) To the Trustee, all rebate payments required pursuant to the Project Bonds, to the extent such amounts are not available to the Trustee in the respective Rebate Funds or other funds and accounts held under the respective Project Indentures;

(ii) To the Trustee when due, all reasonable fees of the Trustee for services rendered under the Project Indentures and all reasonable fees and reasonable charges of any paying agent, registrar, counsel, accountants, engineers and other persons incurred in performance of services on request of the Trustee and such other persons under the Project Indentures for which the Trustee and other persons are entitled to payment or reimbursement;

(iii) All ongoing annual fees and charges and all reasonable expenses incurred by the Authority in relation to the transactions contemplated by this Agreement and the Project Indentures, including all fees and charges of the Authority as provided for under the Act and the operating expenses of the Authority, including the Authority’s costs of performing its obligations hereunder and under the Project Indentures; and

(iv) An amount which at any time, when added to the balance remaining at any time in each of the Bond Reserve Funds, is necessary and sufficient to maintain each of the Bond Reserve Funds at the applicable Bond Reserve Requirement, such moneys to be deposited in the respective Bond Reserve Funds at the Authority’s direction, in the manner and for the purposes set forth in the applicable Project Indenture. All deposits to the Bond Reserve Funds shall be used and applied by the applicable Trustee in the manner and for the purposes set forth in the applicable Project Indenture.

(b) NFL Team Rent. The NFL Team Rent received by the Authority shall be deposited with the Trustee for the Authority Bonds – NFL Team Rent and applied as follows:

First, to the Trustee under the NFL Team Rent Indenture, on behalf of the Authority, to pay all required debt service payments on the Authority Bonds – NFL Team Rent;

Second, to the Trustee under the NFL Team Rent Indenture, to pay any trustee fees related to such NFL Team Rent Indenture;

Third, to the Trustee under the NFL Team Rent Indenture, to replenish any Bond Reserve Funds related to the Authority Bonds – NFL Team Rent;

Fourth, to reimburse the State for any State Supplemental Rental Payments in any year prior to the then current Fiscal Year, together with interest at a rate equal to 5%;

Fifth, to the Authority, for the payment of principal and premium, if any, of the Authority Bonds – NFL Team Rent through the payment or redemption thereof at the earliest date permissible under the terms of the NFL Team Rent Indenture, or, in lieu of such payment or redemption, then at the option of the Authority with the consent of the State, to the purchase of Authority Bonds – NFL Team Rent at such earlier date or dates as the Authority may elect; and

Sixth, to the Authority for transfer to the State to be used for any lawful purpose with priority of purpose to first include making one or more of the following payments, as directed by the State in its sole discretion: (a) refunding to the State any State Base Rental Payments made in the then current and all prior Fiscal Years, (b) the payment of principal and premium, if any, of the Authority Bonds – State through the payment or redemption thereof at the earliest date permissible under the terms of the State Indenture, (c) the purchase of Authority Bonds – State at such earlier date or dates as the Authority, with consent of the State, may elect, (d) the payment of principal and premium, if any, of the Authority Bonds – Event Day through the payment or redemption thereof at the earliest date permissible under the terms of the Event Day Indenture, or (e) the purchase of Authority Bonds – Event Day at such earlier date or dates as the Authority, with consent of the State, may elect.

Section 4.6. Sponsors’ Covenants to Cooperate Regarding Issuance of Project Bonds and to Request Appropriations.

(a) State Cooperation. The State agrees to cooperate in connection with the issuance of the Authority Bonds – State, Authority Bonds – Event Day and Authority Bonds – NFL Team Rent, and to execute documentation reasonably necessary or appropriate to cause the issuance of the Authority Bonds – State, Authority Bonds – Event Day and Authority Bonds – NFL Team Rent. The State also agrees to cooperate and to execute all reasonably requested documentation in connection with the satisfaction of the Private Funding Contingency.

(b) State Payments Covenant. The State, acting through the Office of Administration, covenants and agrees to (a) request that there be included in the Governor’s budget submitted to the General Assembly for each Fiscal Year a request or requests for the amount necessary to make the State Payments as set forth on Exhibit C attached hereto payable during such Fiscal Year, and (b) take such further action (or cause the same to be taken) as may be necessary or desirable, and within the authority of the State, acting through the Office of Administration, to assure the availability of moneys appropriated to pay such State Payments in each such Fiscal Year. Subsequent requests for appropriations shall be made in each Fiscal Year thereafter so that

the State Payments to be paid during the succeeding Fiscal Year will be available for such purposes. It is the intention of the State that the decision to appropriate the State Payments to provide financing for the Project pursuant to this Agreement shall be made solely by the Missouri General Assembly and not by any other official of the State except pursuant to the exercise of the power of the Governor of the State to approve or disapprove such appropriation. The State shall deliver written notice to the Trustee and the Authority of any Event of Non-Appropriation no later than July 15 of the applicable year. Notwithstanding the years actually shown on Exhibit C attached hereto, (i) the first such request for the Base Rental Payments will be submitted and appropriated under applicable law for the Fiscal Year of the State necessary for the first payment due on the Authority Bonds – State, (ii) the first such request for Supplemental Rental Payments will be submitted and appropriated under applicable law for the Fiscal Year of the State necessary for any required payments due from State Payments on the Authority Bonds – Event Day or Authority Bonds – NFL Team Rent, as provided in Section 4.6(f) following the State’s receipt of a Deficiency Notice, and (iii) the final such request shall be made no later than 35 years after the first State Payment.

(c) State Tax Credits. The State’s Missouri Development Finance Board (“MDFB”) has authorized the issuance of \$15 million of state tax credits to the Authority in connection with the financing of the Project by Resolution adopted on August 18, 2015, a copy of which is attached hereto as Exhibit E. The Authority intends to apply for the issuance by the MDFB of \$17.5 million in additional tax credits in each of calendar years 2016 and 2017 in connection with the financing of the Project. The Authority applied on August 14, 2015 to the State’s Department of Economic Development for \$43.3 million in Brownfield Redevelopment Program Remediation Tax Credits to support the development of the Project. On October 7, 2015, the State’s Department of Economic Development issued a conditional authorization of such Remediation Tax Credits. The proceeds of the sale of the foregoing tax credits shall be applied by the Authority to the payment of Project Costs.

(d) City Cooperation. The City agrees to cooperate in connection with the issuance of the Authority Bonds – City and the Authority Bonds – Event Day and to authorize and direct the Mayor, the Comptroller and other applicable officials of the City to execute all documentation necessary or appropriate to cause the issuance of the Authority Bonds – City and the Authority Bonds – Event Day. The City also agrees to cooperate and to execute all reasonably requested documentation in connection with the satisfaction of the Private Funding Contingency.

(e) City Payments Covenant. The City covenants and agrees that the City’s Budget Director, or any other officer at any time charged with responsibility of formulating budget proposals, is hereby directed to include in the budget proposals submitted to the Board of Estimate and Apportionment, and to the extent permitted by law, to the Board of Aldermen of the City, in any year during the Agreement Term, a request or requests for the City Payments as set forth on Exhibit C attached hereto. Subsequent requests for appropriations shall be made in each Fiscal Year thereafter so that the City Payments to be paid during the succeeding Fiscal Year will be available for such purposes. It is the intention of the City that the decision to appropriate the City Payments to provide financing for the Project pursuant to this Agreement shall be made solely by the Board of Aldermen and not by any other official of the City except subject to the power of the Mayor of the City to approve or disapprove ordinances. The City

presently expects to, in each Fiscal Year of the City during the Agreement Term, appropriate funds for the City Payments so that the City Payments to be paid during the succeeding Fiscal Year will be available for such purposes. The City shall deliver written notice to the Trustee and the Authority of any Event of Non-Appropriation no later than July 15 of the applicable year. Notwithstanding the years actually shown on Exhibit C attached hereto, (i) the first such request for the Base Rental Payments will be submitted and appropriated under applicable law for the Fiscal Year of the City necessary for the first payment due on the Authority Bonds – City, (ii) the first such request for Supplemental Rental Payments will be submitted and appropriated under applicable law for the Fiscal Year of the City immediately following the year in which the NFL Team Lease is signed, but in no event later than the Fiscal Year of the City necessary for the first payment due on the Authority Bonds – Event Day, and (iii) the final such request shall be made no later than 35 years after the first City Payment.

Upon any Event of Non-Appropriation by the City with respect to any City Supplemental Rental Payment, the Trustee shall immediately provide written notice thereof (i) to Municipal Securities Rulemaking Board through Electronic Municipal Market Access system and (ii) to each nationally recognized rating agency which then maintains a rating on any of the City's outstanding bonds. For the avoidance of doubt, no Event of Non-Appropriation by the City shall be deemed to have occurred if all required City Supplemental Rent Payments have been appropriated and paid to the Authority, even if such City Supplemental Rent Payments are insufficient to pay the next regularly scheduled required debt service payment on the Authority Bonds – Event Day. For the avoidance of doubt, the City's obligation to pay Supplemental Rental Payments continues notwithstanding the payment in full of the Authority Bonds – Event Day.

(f) Supplemental Rental Payments.

In support of the Project, the City hereby covenants and agrees, subject to annual appropriation, to pay to the Authority semiannually, on each May 15 and November 15, Supplemental Rental Payments. Such Supplemental Rental Payments shall be paid in an amount equal to (i) NFL Entertainment Tax Revenues received by the City during the immediately preceding two calendar quarters (i.e., from October 1 to March 31 for the payment due May 15, and from April 1 to September 30 for the payment due November 15) and (ii) Event Day Tax Revenues received by the City during the immediately preceding two calendar quarters (i.e., from October 1 to March 31 for the payment due May 15, and from April 1 to September 30 for the payment due November 15) (together, the “City Supplemental Rental Payment”).

The City Supplemental Rental Payments attributable to the NFL Entertainment Tax Revenues shall be paid by the City to the Authority. The Authority shall use such funds to reimburse the NFL Team for Project Costs paid from the NFL Team Contribution.

The City Supplemental Rental Payments attributable to the Event Day Tax Revenues shall be paid by the City to the Event Day Trustee, on behalf of the Authority. Such City Supplemental Rental Payments shall be applied by the Event Day Trustee, on behalf of the Authority, as follows:

First, to the Trustee under the Event Day Indenture, on behalf of the Authority, to pay all required debt service payments on the Authority Bonds – Event Day;

Second, to the Trustee under the Event Day Indenture, to replenish any Bond Reserve Funds related to the Authority Bonds – Event Day;

Third, to the Authority to reimburse the State for any State Supplemental Rental Payments in any year prior to the then current Fiscal Year, together with interest at a rate equal to 5%;

Fourth, to the Authority, for the payment of principal and premium, if any, of the Authority Bonds – Event Day through the payment or redemption thereof at the earliest date permissible under the terms of the Event Day Indenture, or, in lieu of such payment or redemption, then at the option of the Authority with the consent of the State, to the purchase of Authority Bonds – Event Day at such earlier date or dates as the Authority may elect; and

Fifth, to the Authority for transfer to the State to be used for any lawful purpose with priority of purpose to first include making one or more of the following payments, as directed by the State in its sole discretion: (a) refunding to the State any State Base Rental Payments made in the then current and all prior Fiscal Years, (b) the payment of principal and premium, if any, of the Authority Bonds – State through the payment or redemption thereof at the earliest date permissible under the terms of the State Indenture, (c) the purchase of Authority Bonds – State at such earlier date or dates as the Authority, with consent of the State, may elect, (d) the payment of principal and premium, if any, of the Authority Bonds – NFL Team Rent through the payment or redemption thereof at the earliest date permissible under the terms of the NFL Team Rent Indenture, or (e) the purchase of Authority Bonds – NFL Team Rent at such earlier date or dates as the Authority, with consent of the State, may elect.

In the event that the amount of City Supplemental Rental Payments attributable to the Event Day Tax Revenues on deposit with the Event Day Trustee on any Authority Bonds – Event Day payment date are insufficient for the required debt service payment on the Authority Bonds – Event Day, then the Authority shall give written notice to the State within 10 days of such payment day (the “Authority Bonds – Event Day Deficiency Notice”), and such Authority Bonds – Event Day Deficiency Notice shall specify the amount of such deficiency (the “Authority Bonds – Event Day Deficiency Amount”). The Authority shall thereafter make such debt service payment on the Authority Bonds – Event Day from the following sources: first, from any moneys then on deposit in the Bond Reserve Fund established for the Authority Bonds – Event Day; second, from any moneys then on deposit in the Event Day Supplemental Reserve; and third, from any State Supplemental Rental Payments attributable to the Authority Bonds – Event Day Deficiency Amount then on deposit with the Authority or the Trustee for the Authority Bonds – Event Day.

In the event that the amount of NFL Team Rent on deposit with the Trustee for the Authority Bonds – NFL Team Rent on any Authority Bonds – NFL Team Rent payment date is insufficient for the required debt service payment on the Authority Bonds – NFL Team Rent,

then the Authority shall give written notice to the State within 10 days of such payment day (the “Authority Bonds – NFL Team Rent Deficiency Notice”), and such Authority Bonds – NFL Team Rent Deficiency Notice shall specify the amount of such deficiency (the “Authority Bonds – NFL Team Rent Deficiency Amount”). The Authority shall thereafter make such debt service payment on the Authority Bonds – NFL Team Rent from the following sources: first, from any moneys then on deposit in the Bond Reserve Fund established for the Authority Bonds – NFL Team Rent; second, from any moneys then on deposit in the NFL Team Rent Supplemental Reserve; and third, from any State Supplemental Rental Payments attributable to the Authority Bonds – NFL Team Rent Deficiency Amount then on deposit with the Authority or the Trustee for the Authority Bonds – NFL Team Rent.

Once the State receives a Deficiency Notice, then the State shall, subject to annual appropriation, make a State Supplemental Rental Payment in the immediately following Fiscal Year, in an amount equal to the lesser of (i) the Deficiency Amount or (ii) the Maximum State Supplemental Rental Payments as shown on Exhibit C hereto. The State shall have no obligation to request an appropriation of the State Supplemental Rental Payment unless it has received written notice from the Authority prior to October 1st of any year in which such a deficiency has occurred detailing the exact amount of the State Supplemental Rental Payment required for the following Fiscal Year.

(g) Maximum Authority Bonds – City Amount. Notwithstanding Sections 4.6(e) and (f) of this Agreement or any other provision of this Agreement to the contrary, City Payments shall be limited to (i) City Base Rental Payments as set forth in Exhibit C hereto, and (ii) City Supplemental Rental Payments. Notwithstanding any other provision of this Agreement to the contrary, the City reserves the right, but is under no obligation, to use economic incentive programs such as community improvement districts, transportation development districts and/or other programs available under Missouri law to assist in funding the Project, but only to the extent such programs do not adversely impact the Event Day Tax Revenues. Nothing in this agreement shall be construed to permit the use of tax abatement within the Project area or any reduction in entertainment license tax rates pursuant to Chapter 8.08 of the City Code.

(h) Maximum Authority Bonds – State Amount. Notwithstanding Sections 4.6(b) and (f) of this Agreement or any other provision of this Agreement to the contrary, State Payments shall be limited to the State Payments as set forth in Exhibit C hereto.

(i) Maximum Authority Bonds – Event Day Amount; Maximum Authority Bonds – NFL Team Rent Amount; Supplemental Reserve Requirement. The Authority covenants and agrees that any Authority Bonds – Event Day and Authority Bonds – NFL Team Rent shall be issued pursuant to the following parameters: (i) the combined net proceeds generated from the sale of the Authority Bonds – Event Day and Authority Bonds – NFL Team Rent to pay Project Costs shall not exceed \$75,000,000, (ii) the maximum annual debt service on the Authority Bonds – Event Day shall not exceed \$2,510,000, (iii) the annual debt service on the Authority Bonds – NFL Team Rent shall not exceed the amount of NFL Team Rent due in any year under the NFL Team Lease and available to pay debt service on the Authority Bonds – NFL Team Rent, (iv) at the State’s option, a Bond Reserve Fund for the Authority Bonds – Event Day shall be funded with the proceeds of such Authority Bonds – Event Day and (v) at the State’s option, a

Bond Reserve Fund for the Authority Bonds – NFL Team Rent shall be funded with the proceeds of such Authority Bonds – NFL Team Rent.

On the date the Authority Bonds – Event Day are issued, the Authority shall establish with the Trustee under the Event Day Indenture, an Event Day Supplemental Reserve funded in an amount set forth in the Event Day Indenture. Such funds shall be used as specified in Section 4.6(f) to pay debt service on the Authority Bonds – Event Day in the event that the City Supplemental Rental Payments are insufficient to pay such debt service. After the Authority Bonds – Event Day are paid in full, any moneys then on deposit in the Event Day Supplemental Reserve shall be returned to the Authority.

On the date the Authority Bonds – NFL Team Rent are issued, the Authority shall establish with the Trustee under the NFL Team Rent Indenture, an NFL Team Rent Supplemental Reserve funded in an amount set forth in the NFL Team Rent Indenture. Such funds shall be used to pay debt service on the Authority Bonds – NFL Team Rent in the event that the NFL Team Rent is insufficient to pay such debt service. After the Authority Bonds – NFL Team Rent are paid in full, any moneys then on deposit in the NFL Team Rent Supplemental Reserve shall be returned to the Authority.

Section 4.7. Sponsor Payments; Contingency; Refunding; Defeasance.

(a) Subject to the terms of this Agreement, (i) the State covenants and agrees to make the State Base Rental Payments to the Trustee under the State Indenture at its principal corporate trust office for the account of the Authority during the Agreement Term on or before 11:00 A.M., such Trustee's local time, in the amount and on the Sponsor Payment Dates, and (ii) the State covenants and agrees to pay the State Supplemental Rental Payments to the Trustee under the Event Day Indenture and the NFL Team Rent Indenture on or before 11:00 A.M., such Trustee's local time on the dates as set forth in a subsequent written agreement between the Authority and the State. All State Payments shall be deposited by the applicable Trustee in accordance with the provisions of the State Indenture, the Event Day Indenture or the NFL Team Rent Indenture, as applicable, and shall be used and applied by such Trustee in the manner and for the purposes set forth in such applicable Project Indenture.

(b) Subject to the terms of this Agreement, (i) the City covenants and agrees to make the City Base Rental Payments to the Trustee under the City Indenture at its principal corporate trust office for the account of the Authority during the Agreement Term on or before 11:00 A.M., such Trustee's local time, in the amount and on the Sponsor Payment Dates, and (ii) the City covenants and agrees to pay the City Supplemental Rental Payments to the Event Day Trustee on or before 11:00 A.M., Trustee's local time on each May 15 and November 15. All City Base Rental Payments shall be deposited by the Trustee under the City Indenture in accordance with the provisions of the City Indenture, and shall be used and applied by such Trustee in the manner and for the purposes set forth in the City Indenture. All City Supplemental Rental Payments shall be deposited by the Event Day Trustee in accordance with the provisions of this Agreement, and shall be used and applied by the Event Day Trustee in the manner and for the purposes set forth in Section 4.6(f) of this Agreement. Simultaneously with each transfer of the City Supplemental Rental Payments to the Event Day Trustee, the City shall provide the Event Day Trustee, the Authority and the State with a calculation of such amount.

(c) If (i) the Authority Bonds – State are refunded at any time after the Completion Date for the purpose of achieving debt service savings and (ii) all or a portion of the annual debt service payments on such Authority Bonds – State are reduced following such refunding, then the State, at its sole option, may elect to reduce the State’s Base Rental Payments paid to the Authority on and after the day of such refunding to an amount equal to the actual annual debt service payments on such refunding bonds. If the Authority Bonds – State are defeased and no longer outstanding pursuant to the State Indenture, then the State shall no longer have any obligation to make Base Rental Payments.

(d) If (i) the Authority Bonds – City are refunded at any time after the Completion Date for the purpose of achieving debt service savings and (ii) all or a portion of the annual debt service payments on such Authority Bonds – City are reduced following such refunding, then the City, at its sole option, may elect to reduce the City’s Base Rental Payments paid to the Authority on and after the day of such refunding to an amount equal to the actual annual debt service payments on such refunding bonds. If the Authority Bonds – City are defeased and no longer outstanding pursuant to the City Indenture, then the City shall no longer have any obligation to make Base Rental Payments.

Section 4.8. Limited Obligations. The obligations of the State and the City under this Agreement are subject to annual appropriation as provided herein. Neither the obligations of the State or the City with respect to such payments nor the Project Bonds will constitute a debt or liability of the State or the City or of any agency or political subdivision of any of them within the meaning of any State constitutional provision or statutory limitation and shall not, directly, indirectly or contingently, obligate the Office of Administration, the State, or the City or any agency or political subdivision of any of them to levy any form of taxation therefor or to make any payments from any other sources beyond those appropriated with respect to this Agreement for each respective Sponsor’s then-current Fiscal Year.

Notwithstanding anything to the contrary in this Agreement, the State shall have no obligation under this Agreement to make any City Payments, and the City shall have no obligation under this Agreement to make any State Payments.

Section 4.9. Assignment of Authority’s Rights. Under the State Indenture, the Authority will, as additional security for the Authority Bonds – State, assign, transfer, pledge and grant a security interest to the Trustee in the State Base Rental Payments and other moneys received by the Authority hereunder and directed to be deposited by the Authority with the Trustee under the State Indenture. The Trustee is hereby given the right to enforce either jointly with the Authority or separately, the performance of the State’s obligations under this agreement to make Base Rental Payments. The State hereby consents to the same and agrees that the Trustee may enforce such rights as provided in the State Indenture and the State will cause payments required hereunder to be made directly to the Trustee. This Agreement recognizes that the Trustee is a third party creditor-beneficiary hereof with respect to the State’s obligations under this agreement to make Base Rental Payments.

Under the City Indenture, the Authority will, as additional security for the Authority Bonds – City, assign, transfer, pledge and grant a security interest to the Trustee in the City Base Rental Payments and other moneys received by the Authority hereunder and directed to be

deposited by the Authority with the Trustee under the City Indenture. The Trustee is hereby given the right to enforce either jointly with the Authority or separately, the performance of the City's obligations under this agreement to make Base Rental Payments. The City hereby consents to the same and agrees that the Trustee may enforce such rights as provided in the City Indenture and the City will cause payments required hereunder to be made directly to the Trustee. This Agreement recognizes that the Trustee is a third party creditor-beneficiary hereof with respect to the City's obligations under this agreement to make Base Rental Payments.

Under the Event Day Indenture, the Authority will, as additional security for the Authority Bonds – Event Day, assign, transfer, pledge and grant a security interest to the Trustee in the City Supplemental Rental Payments, the State Supplemental Rental Payments (but only to the extent that such State Supplemental Rental Payments relate to the Authority Bonds – Event Day Deficiency Amount, as determined by the State in its sole discretion) and other moneys received by the Authority hereunder and directed to be deposited by the Authority with the Trustee under the Event Day Indenture (the “Event Day Obligations”). The Trustee is hereby given the right to enforce either jointly with the Authority or separately, the performance of the City's and the State's respective obligations to pay such Supplemental Rental Payments. The City and the State hereby consent to the same and agrees that the Trustee may enforce such rights as provided in the Event Day Indenture and the City and the State will cause such Supplemental Rental Payments required hereunder to be made directly to such Trustee. This Agreement recognizes that the Trustee under the Event Day Indenture is a third party creditor-beneficiary hereof with respect to the City's and the State's obligations under this agreement to make such Supplemental Rental Payments.

Under the NFL Team Rent Indenture, the Authority will, as additional security for the Authority Bonds – NFL Team Rent, assign, transfer, pledge and grant a security interest to the Trustee in the NFL Team Rent, the State Supplemental Rental Payments (but only to the extent that such State Supplemental Rental Payments relate to the Authority Bonds – NFL Team Rent Deficiency Amount, as determined by the State in its sole discretion) and other moneys received by the Authority hereunder and directed to be deposited by the Authority with the Trustee under the NFL Team Rent Indenture (the “NFL Team Rent Obligations”). The Trustee is hereby given the right to enforce either jointly with the Authority or separately, the performance of the State's obligations to pay such Supplemental Rental Payments. The State hereby consents to the same and agrees that the Trustee may enforce such rights as provided in the NFL Team Rent Indenture and the State will cause such Supplemental Rental Payments required hereunder to be made directly to such Trustee. This Agreement recognizes that the Trustee under the NFL Team Rent Indenture is a third party creditor-beneficiary hereof with respect to the State's obligations under this agreement to make such Supplemental Rental Payments.

Section 4.10. Event of Non-Appropriation. If any one or more of the following events shall occur and be continuing with respect to a Sponsor, it is hereby defined as and declared to be and to constitute an “Event of Non-Appropriation” under this Agreement with respect to such Sponsor:

(a) Failure of the Missouri General Assembly to budget and appropriate, specifically with respect to this Agreement, on or before the last day of its Fiscal Year, the State Payments for the next succeeding Fiscal Year; or

(b) Failure of the Board of Aldermen of the City to budget and appropriate, specifically with respect to this Agreement, on or before the last day of its Fiscal Year, the City Payments for the next succeeding Fiscal Year.

Upon receipt of a certificate pursuant to Section 4.6 hereof from a Sponsor which states that such Sponsor has not appropriated the funds required to be appropriated by such Sponsor under Section 4.6 hereof, or upon receipt of other notice of the occurrence of any Event of Non-Appropriation with respect to a Sponsor, the Trustee shall immediately notify the Authority and the other Sponsor of the occurrence of an Event of Non-Appropriation with respect to such Sponsor.

Upon receipt of a certificate pursuant to Section 4.6 hereof from a Sponsor which states that such Sponsor has not appropriated the funds required to be appropriated by such Sponsor under Section 4.6 hereof, or upon receipt of other notice of the occurrence of any Event of Non-Appropriation with respect to a Sponsor, the Trustee shall immediately notify the Authority and the other Sponsor of the occurrence of an Event of Non-Appropriation with respect to such Sponsor.

Upon receipt of notice of the occurrence of an Event of Non-Appropriation with respect to a Sponsor, the Authority shall notify the Commissioners of the Authority appointed by such Sponsor that, pursuant to the Act, such Commissioners are disqualified from voting on any matter, action or resolution to come before the Authority, and from participating in any of the business of the Authority, so long as such Event of Non-Appropriation continues with respect to such Sponsor, and thereafter, for so long as such Event of Non-Appropriation continues, all decisions of the Authority required hereunder with respect to the NFL Team Lease or other binding commitment or agreement with the NFL Team to play NFL football games in the Stadium, shall require the approval of a majority of the Commissioners appointed by the Sponsor which has timely appropriated funds under Section 4.6 hereof.

Section 4.11. Termination of Agreement Term.

(a) The Agreement Term shall terminate as to each Sponsor upon the earliest of the occurrence of any of the following events with respect to such Sponsor:

(i) The last day of the Fiscal Year of a Sponsor during which there occurs an Event of Non-Appropriation as provided in Section 4.10 hereof with respect to such Sponsor;

(ii) An Event of Default with respect to such Sponsor and termination of the Agreement Term under Article VIII of this Agreement; or

(iii) _____, 2051, which date constitutes the last day of the Agreement Term, or such later date as all State Payments or City Payments, as the case may be, required hereunder are paid by the respective Sponsor.

(b) The Agreement Term shall again commence notwithstanding termination pursuant to (a)(i) above for a Sponsor if such Sponsor appropriates all amounts required at the time to be appropriated pursuant to Section 4.6 and pays all Sponsor Payments of such Sponsor required at the time to have been paid, in each instance without regard to any termination of the

Agreement Term with respect to such Sponsor, plus any additional amount required sufficient to reimburse the Authority and the Trustee for all amounts advanced or incurred by the Authority and the Trustee due to such Sponsor's Event of Non-Appropriation as provided in Section 8.5 hereof and to cause the amounts on deposit in each of the funds and accounts created pursuant to the applicable Project Indenture to at least equal the amounts which would have otherwise been on deposit therein at the time of such payment if such Event of Non-Appropriation had not occurred, exclusive of lost investment earnings.

(c) The Agreement Term shall terminate on the date on which all Project Bonds are paid or deemed to be paid as provided in the Project Indentures, or as set forth in Section 3.1 hereof.

Section 4.12. Covenants Regarding Termination of Agreement Term. Termination of the Agreement Term with respect to a Sponsor shall terminate all rights and obligations of such Sponsor under this Agreement.

The Sponsors and the Authority covenant and agree that termination of the Agreement Term with respect to one Sponsor shall not terminate the Agreement Term with respect to the other Sponsor and that the rights and obligations of the other Sponsor and the Authority pursuant to this Agreement shall continue.

Section 4.13. Obligations of Sponsors Absolute and Unconditional.

(a) From and after the date any of the Project Bonds are issued, the obligations of each of the Sponsors under this Agreement to make Sponsor Payments during the Agreement Term on or before the date the same become due, and to perform all of their respective other obligations, covenants and agreements hereunder, shall, subject to the provision of subsection (b) hereof, be absolute and unconditional, without notice or demand, and without abatement, deduction, set-off, counterclaim, recoupment or defense whatsoever, whether now existing or hereafter arising, and irrespective of whether the Project shall have been started or completed, or whether the Authority has final title thereto, or whether the other Sponsor or the Authority is in default or has failed to perform any obligations hereunder, and notwithstanding any damage to, loss, theft or destruction of the Project or any part thereof, any failure of consideration, the taking by eminent domain of title to or of the right of temporary use of all or any part of the Project, legal curtailment of such Sponsor's or the other Sponsor's use thereof, the eviction or constructive eviction of such Sponsor or the other Sponsor, any change in the tax or other laws of the United States of America, the State or any political subdivision thereof, any change in the Authority's legal organization or status, or any default of the Authority or any Sponsor hereunder, and regardless of the invalidity of any action of the Authority or any Sponsor, and regardless of the invalidity of any portion of this Agreement.

(b) Notwithstanding any provision or covenant contained in this Agreement, the Project Indentures or the Project Bonds, the Authority shall be solely responsible for the risk of any costs overruns with regards to the Project and no Sponsor shall be obligated to (i) appropriate moneys or to pay Sponsor Payments beyond the end of the Fiscal Year in effect at a given time with respect to such Sponsor, or (ii) make any Sponsor Payments in excess of the

amounts expressly set forth in this Agreement. No Sponsor shall be under any obligation to levy any taxes in order to raise revenues to pay such Sponsor Payments.

(c) Nothing in this Agreement shall be construed to release the Authority from the performance of any agreement on its part herein contained or as a waiver by any Sponsor of any rights or claims which such Sponsor may have against the Authority under this Agreement or otherwise, but any recovery upon such rights and claims shall be had from the Authority separately, it being the intent of this Agreement that each of the Sponsors shall be unconditionally and absolutely obligated to perform fully all of its obligations, agreements and covenants under this Agreement for the benefit of the Owners of the respective series of Project Bonds. Any Sponsor may, however, at its own cost and expense and in its own name or in the name of the Authority, prosecute or defend any action or proceeding or take any other action involving third persons which such Sponsor deems reasonably necessary in order to secure or protect its right of possession, occupancy and use hereunder, and in such event the Authority hereby agrees to cooperate fully with such Sponsor and to take all action necessary to effect the substitution of such Sponsor for the Authority in any such action or proceeding if such Sponsor shall so request.

(d) Notwithstanding anything to the contrary in this Agreement, the Authority shall have no obligation to issue the Project Bonds if unexpected and extraordinary market conditions make it impracticable for the Authority to issue the Project Bonds. Neither the State nor the City shall have any obligation to make Sponsor Payments hereunder unless or until the Authority has issued its first series of any of the Project Bonds.

ARTICLE V MAINTENANCE, TAXES AND INSURANCE

Section 5.1. Maintenance, Repairs and Utilities.

(a) The Authority shall throughout the Agreement Term and at its own expense (i) keep and maintain the Project and all parts thereof in good repair and operating condition, making from time to time all necessary repairs thereto and renewals and replacements thereof, and (ii) keep the Project and all parts thereof in safe condition and free from filth, nuisance or conditions unreasonably increasing the danger of fire.

(b) The Authority shall contract in its own name and pay for all utilities and utility services used by the Authority in, on or about the Project, and the Authority shall, at its sole cost and expense, procure any and all permits, licenses or authorizations necessary in connection therewith.

(c) The City and State shall have no obligation to provide any funding for the operations or maintenance of the Project. However, the City and the State, if requested, will use reasonable efforts, given their existing priorities, to support the Authority in finding funding to assist with operations and maintenance of the Project, including, but limited to, the creation of a Community Improvement District and/or Transportation Improvement District for the Project Site, with each district having the power to impose a sales tax up to one (1) percent.

Section 5.2. Taxes, Assessments and Other Governmental Charges. The Authority shall promptly pay and discharge, as the same become due, all taxes and assessments, general and special, and other governmental charges of any kind whatsoever that may be lawfully taxed, charged, levied, assessed or imposed upon or against or be payable for or in respect of the Project, or any part thereof or interest therein (including the leasehold estate of the Sponsors therein) or any buildings, improvements, machinery and equipment at any time installed thereon by the Sponsors, or the income therefrom or Sponsor Payments and other amounts payable under this Agreement, including any new taxes and assessments not of the kind enumerated above to the extent that the same are lawfully made, levied or assessed in lieu of or in addition to taxes or assessments now customarily levied against real or personal property, and further including all utility charges, assessments and other general governmental charges and impositions whatsoever, foreseen or unforeseen, which if not paid when due would encumber the Authority's title to the Project.

Section 5.3. Title Insurance. The Authority will purchase from a company duly qualified to issue such insurance in the State, an American Land Title Association owner's policy of title insurance, such policy to be at least in the amount of the principal amount of the Project Bonds at the time outstanding. Such policy shall provide for mechanics' lien coverage (to the extent available from the insurer), access and zoning coverage and deletion of the survey exception. A copy of said policy or commitment and endorsements or commitments therefor required by Section 3.8 hereof will be delivered to the Trustee by the Authority at the times required in Section 3.8 hereof. The Net Proceeds of such policy shall be applied in accordance with the provisions of Article VI of this Agreement.

Section 5.4. Casualty Insurance.

(a) From and after the execution by the Authority of a Fixed Price Construction Contract for the Project, the Authority shall at its sole cost and expense obtain and shall maintain throughout the Agreement Term, a policy or policies of insurance to keep the Project constantly insured against loss or damage by fire, lightning, earthquake and all other risks covered by the extended coverage insurance endorsement then in use in the State in an amount equal to the Full Insurable Value thereof (subject to loss deductible clauses not in excess of \$500,000). The Full Insurable Value of the Project shall be determined at least once every three years by an architect, contractor, appraiser, appraisal company or one of the insurers, to be selected and paid by the Authority. Notwithstanding the foregoing, during the Construction Period, the Authority may provide, in lieu of the insurance described above, builder's risk insurance in the amount of the full replacement cost thereof (subject to loss deductible clauses not in excess of \$500,000). The insurance required pursuant to this Section shall be maintained at the Authority's sole cost and expense, and shall be maintained with a generally recognized responsible insurance company or companies authorized to do business in the State. All such policies of insurance pursuant to this Section, and all renewals thereof, shall name the Authority, the Sponsors and the Trustee as insureds as their respective interests may appear, shall contain a provision that such insurance may not be cancelled by the issuer thereof without at least 30 days' advance written notice to the Authority, the Sponsors and the Trustee, and shall be payable to the Trustee as provided in Article VI hereof.

(b) In the event of loss or damage to the Project, the Net Proceeds of casualty insurance carried pursuant to this Section shall be paid to the Trustee and shall be applied as provided in Article VI of this Agreement.

Section 5.5. Public Liability Insurance.

(a) The Authority shall at its sole cost and expense maintain or cause to be maintained at all times during the Agreement Term general accident and public liability insurance (including but not limited to coverage for all losses whatsoever arising from the ownership, maintenance, operation or use of any automobile, truck or other motor vehicle), under which the Authority, the Sponsors and the Trustee shall be named as insureds, properly protecting and indemnifying the Authority, the Sponsors and the Trustee, in an amount not less than \$1,000,000 for bodily injury (including death) and for property damage in any one occurrence or such greater amount as shall not be subject to sovereign immunity of the Authority, but in no event greater than \$10,000,000 (subject to reasonable loss deductible clauses not to exceed \$500,000). The policies of said insurance shall contain a provision that such insurance may not be cancelled by the issuer thereof without at least 30 days' advance written notice to the Authority, the Sponsors and the Trustee.

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

Section 5.6. Other Insurance. The Authority agrees throughout the Agreement Term to maintain or cause to be maintained, in connection with the Project, (i) the Worker's Compensation coverage required by the laws of the State, and (ii) if the Property is located in an area identified as having "special flood hazards" as such term is defined pursuant to applicable federal law, flood insurance in commercially reasonable amounts, but only to the extent that such flood insurance costs are financially feasible for the Project to support.

Section 5.7. Blanket Policies of Insurance. The Authority may satisfy any of the insurance requirements set forth in this Article by using blanket policies of insurance, provided that the Authority complies with each and all of the requirements and specifications of this Article respecting insurance.

Section 5.8. Insurance Certificate. From and after the delivery to the Trustee of the Fixed Price Construction Contract, and no later than each anniversary thereof, the Authority shall provide to the Trustee certificates from the insurance companies which provide insurance coverage for the Authority (the "Insurance Certificate") to the effect that the insurance requirements of this Article have been satisfied and copies of all such insurance policies, or originals or certificates thereof, each bearing notations evidencing payment of the premiums, or other evidence of such payment; provided, evidence of the insurance required by Section 5.3 hereof is not required until the Authority acquires any portion of the Project Site.

Section 5.9. Authority's Obligation Regarding Insurance Premiums. The Authority shall cause to be segregated and set aside, on each anniversary of the date of this Agreement while the Project Bonds are outstanding, from its available funds, a sum equal (taking into

account moneys previously segregated and set aside and not so used for such purpose) to (i) the amount of insurance premiums shown in the prior year's Insurance Certificate plus (ii) an amount equal to 5% of such insurance premiums, which, if not otherwise paid as and when due, shall be used to pay all insurance premiums required by Article V hereof in order to keep in full force and effect all insurance policies described in the Insurance Certificate. On or before the day succeeding the delivery of the Insurance Certificate, the amount required to be segregated as provided herein shall be adjusted, if necessary, to reflect the actual amount of insurance premiums set forth in such Insurance Certificate.

ARTICLE VI DAMAGE, DESTRUCTION AND CONDEMNATION

Section 6.1. Damage and Destruction.

(a) If during the Agreement Term, the Project is damaged or destroyed, in whole or in part, by fire or other casualty, to such extent that the claim for loss (including any deductible amount pertaining thereto) resulting from such damage or destruction is greater than \$250,000, the Authority shall promptly notify the Trustee in writing as to the nature and extent of such damage or loss and whether it is practicable and desirable to rebuild, repair, restore or replace such damage or loss.

(b) If the Authority shall determine that such rebuilding, repairing, restoring or replacing is practicable and desirable, the Authority shall proceed promptly with and complete with reasonable dispatch such rebuilding, repairing, restoring or replacing of the property damaged or destroyed so as to place the Project in substantially the same condition as existed prior to the event causing such damage or destruction, with such changes, alterations and modifications (including the substitution and addition of other property) as may be desired by the Authority and as will not impair operating unity or productive capacity of the Project or the character of the Project as suitable for the purposes of the Authority pursuant to the Act. In such case, any Net Proceeds of casualty insurance required under this Agreement and received with respect to any such damage or loss to the Project, if such Net Proceeds exceeds \$250,000, shall be paid to the Trustee and shall be deposited into a separate account to be established in the Construction Fund and if such Net Proceeds do not exceed \$250,000, such Net Proceeds shall be paid to the Authority. Such Net Proceeds shall be used and applied (i) in accordance with the disbursement requirements of Section 3.8 hereof if required to be deposited in the Construction Fund, and (ii) for the purpose of paying the cost of such rebuilding, repairing, restoring or replacing such damage or loss. Any Net Proceeds remaining after completion of such rebuilding, repairing, restoring or replacing shall be deposited into the Bond Funds pursuant to the Project Indentures as provided in Section 10.4 hereof. If such Net Proceeds are not sufficient to pay in full the costs of such replacement, repair, rebuilding or restoration, the Authority may elect to rebuild, repair, restore or replace the Project only if the Authority shall have provided sufficient funds to nonetheless complete the work thereof in excess of the amount of said Net Proceeds.

(c) If the Authority, after consultation with the Sponsors, shall determine that rebuilding, repairing, restoring or replacing the Project is not practicable or desirable, or there are insufficient funds for said purpose, any Net Proceeds of casualty insurance required by Section 5.4 hereof and received with respect to any such damage or loss to the Project shall be paid into

the Bond Funds pursuant to the Project Indentures as provided in Section 10.4 hereof and shall be used to redeem Project Bonds on the earliest possible redemption date or to pay the principal of any Project Bonds as the same become due. The Authority agrees to be reasonable in exercising its judgment pursuant to this subsection (c).

(d) The Sponsors shall not, by reason of the inability of the Sponsors or the Authority to use all or any part of the Project during any period in which the Project is damaged or destroyed, or is being repaired, rebuilt, restored or replaced, or by reason of the payment of the costs of such rebuilding, repairing, restoring or replacing, be entitled to any reimbursement from the Authority, the Trustee or the Owners of the Project Bonds or any abatement or diminution of the Sponsor Payments payable by the Sponsors under this Agreement or of any other obligations of the Sponsors or the Authority under this Agreement except as expressly provided in this Section.

Section 6.2. Condemnation or Insured Deficiency of Title.

(a) If during the Agreement Term, (i) title to, or the temporary use of, all or any part of the Project shall be condemned by or be sold under threat of condemnation to any authority possessing the power of eminent domain, or (ii) title to all or any part of the Project shall be found to be deficient or nonexistent, to such extent that the claim or loss resulting from such condemnation or loss of title is greater than \$250,000, the Authority shall, within 90 days after the date of entry of a final order in any eminent domain proceedings granting condemnation, or the date of sale under threat of condemnation, or proceedings determining such loss of title notify the Trustee in writing as to the nature and extent of such condemnation or loss of title and whether it is practicable and desirable to acquire or construct substitute improvements.

(b) If the Authority shall determine that such substitution is practicable and desirable, the Authority shall proceed promptly with and complete with reasonable dispatch the acquisition or construction of such substitute improvements, so as to place the Project in substantially the same condition as existed prior to the exercise of the said power of eminent domain or loss of title, including the acquisition or construction of other improvements which will be deemed a part of the Project and available for use and occupancy by the Sponsors without the payment of any rent other than herein provided to the same extent as if such other improvements were specifically described herein and demised hereby. In such case, any Net Proceeds received from any award or awards in respect of the Project or any part thereof made in such condemnation or eminent domain proceedings or of title insurance received with respect to any such loss of title, if such Net Proceeds exceed \$250,000, shall be paid to the Trustee, shall be deposited into a separate account to be established in the Construction Fund and if such Net Proceeds do not exceed \$250,000, such Net Proceeds shall be paid to the Authority. Such Net Proceeds shall be used and applied (i) in accordance with the disbursement requirements of Section 3.8 hereof if required to be deposited in the Construction Fund, and (ii) for the purpose of paying the cost of such substitution. Any Net Proceeds remaining after completion of such substitution shall be deposited into the Bond Funds pursuant to the Project Indentures as provided in Section 10.4 hereof.

(c) If the Authority, after consultation with the Sponsors, shall determine that it is not practicable or desirable to acquire or construct substitute improvements, any Net Proceeds of

condemnation awards or title insurance received by the Authority shall be paid to the Trustee and deposited into Bond Funds pursuant to the Project Indentures as provided in Section 10.4 hereof and shall be used to redeem Project Bonds on the earliest possible redemption date or to pay the principal of any Project Bonds as the same becomes due and payable.

(d) The Sponsors shall not, by reason of the inability of the Sponsors or the Authority to use all or any part of the Project during any such period of restoration or acquisition or by reason of the payment of the costs of such restoration or acquisition, be entitled to any reimbursement from the Authority, the Trustee or the Owners of the Project Bonds or any abatement or diminution of the Sponsor Payments payable by the Sponsors under this Agreement nor of any other obligations hereunder except as expressly provided in this Section.

ARTICLE VII SPECIAL COVENANTS

Section 7.1. No Warranty of Condition or Suitability by the Authority. No party hereto makes any warranty, either express or implied, as to the condition of the Project or as to its suitability for the Authority's or the Sponsors' purposes or needs. The Sponsors shall, however, be third party beneficiaries of all warranties received by the Authority from all contractors, subcontractors, architects and other professionals engaged by the Authority with respect to the Project.

Section 7.2. Sponsor's Financial Statements. During the Agreement Term, each Sponsor make publically available (including electronic publication), within 180 days after the end of its Fiscal Year or as soon thereafter as available, a copy of such Sponsor's annual audited financial statements.

Section 7.3. Permitted Use of the Project. Subject to the provisions of this Article and the Act, the Authority shall have the right to use the Project for any purpose allowed by law and contemplated by the Act. Except as provided in this Agreement, the Sponsors reserve no power or authority with respect to the operation of the Project by the Authority and activities incident thereto, it being the intention of the parties hereto that so long as the Authority shall duly and faithfully observe and perform all of the terms, covenants, provisions and agreements of this Agreement, the Authority shall manage, administer and govern the Project on a continuing day-to-day basis.

Section 7.4. Compliance with Laws, Ordinances, Orders, Rules and Regulations. The Authority shall comply with all laws, ordinances, orders, rules and regulations of duly constituted public authorities which may be applicable to it or to the Project. Notwithstanding any provision contained in this Section, however, the Authority shall have the right at its own cost and expense to contest or review by legal or other appropriate procedures the validity or legality of any such governmental statute, law, ordinance (including all ordinances of general application of the City), order, judgment, decree, rule, regulation, direction or requirement, and during such contest or review the Authority may refrain from complying therewith, provided that such contest does not materially impair the obligation of the Authority under this Agreement.

Section 7.5. Permits and Authorizations. The Authority shall not do or permit others under its control to do any work on the Project related to any repair, rebuilding, restoration, replacement, modification, improvement or addition to the Project, or any part thereof, unless all requisite municipal and other governmental permits and authorizations shall have been first procured and payment therefor made. All such work shall be done in a good and workmanlike manner and in compliance with all applicable building, zoning and other laws, ordinances, governmental regulations and requirements and in accordance with the requirements, rules and regulations of all insurers under the policies required to be carried under the provisions of Article V hereof.

Section 7.6. Covenant to Maintain Records and Accounts and Furnish Reports. The Authority covenants and agrees that, so long as any of the Project Bonds remain Outstanding, the Authority will keep proper books of record and account in which full, true and complete entries will be made of all transactions relating to the acquisition, planning, construction, equipping and improvement of the Project. Following the date of the issuance and delivery of the Project Bonds the Authority will require the Construction Manager to prepare at least once in each 30-day period a progress report concerning the construction of the Project. A copy of each such report and a statement of the expenditures made in connection with the acquisition, planning, construction, equipping and improvement of the Project will be maintained by the Authority. Copies of any such documents shall be provided by the Authority to the Trustee or any Sponsor upon its request.

Section 7.7. Right of Inspection. The Authority will permit the Sponsors, the Trustee and the Owner or Owners of 10% or more in aggregate principal amount of the Project Bonds then outstanding (or such persons as such Owner or Owners may designate) to visit and inspect at the expense of such persons, the Project and to discuss the affairs, finances and accounts of the Authority with its and their officers and independent accountants, all at such reasonable times and as often as the Sponsors, the Trustee or such Owner or Owners may reasonably request.

Section 7.8. Restrictions on Mortgage or Sale. The Authority will not mortgage, pledge or otherwise encumber the Project or any part thereof, nor will it sell, lease or otherwise dispose of the Project or any material part thereof; provided, however, subject to the requirements of Section 7.10 hereof, the Authority may lease or allow the sublease of the Project to or by the NFL Team or others which, in the determination of the Authority, are necessary or desirable to carry out the purposes allowed by law and contemplated by the Act, including, but not limited to, contractual arrangements as to parking, signage, concessions, naming rights and other advertising, telephonic and other communications rights, and media rights of all types; provided, further, the Authority may mortgage, pledge or otherwise encumber any fixtures constituting Project Improvements and any Project Equipment if such fixtures or Project Equipment are capable of removal without substantial damage to the Project and the removal thereof would not substantially impair the structural strength or utility of the Project; and provided, further, the Authority may sell any portion of the Project which shall have been replaced by other similar property of at least equal value, or which shall cease to be necessary for the efficient operation of the Project. In the event of sale, the Authority will (i) deposit the proceeds into the Bond Funds pursuant to the Project Indentures as provided in Section 10.4 hereof for the payment of outstanding Project Bonds or (ii) apply the proceeds to the replacement of the property so disposed of by other property which shall be incorporated into the Project as

hereinbefore provided. The Authority may cease to operate, abandon or otherwise dispose of any property which has become obsolete, nonproductive or otherwise unusable to the advantage of the Authority.

Section 7.9. Additions, Modifications and Improvements to the Project.

(a) The Authority shall have and is hereby given the right, at its sole cost and expense, to make such additions, modifications and improvements in and to any part of the Project as the Authority from time to time may deem necessary or desirable for its governmental purposes; provided, however, the Authority shall not make any additions, modifications or improvements which will adversely affect the operation of the Project or substantially reduce its value. All additions, modifications and improvements made by the Authority pursuant to the authority of this Section shall (a) be made in a workmanlike manner and in strict compliance with all laws and ordinances applicable thereof, (b) when commenced, be prosecuted to completion with due diligence, and (c) when completed, be deemed a part of the Project.

(b) No addition, modification or improvement to the Project made pursuant to this Section shall entitle the Authority to any reimbursement of any Sponsor Payments from the Sponsors, the Trustee or the Registered Owners, nor shall the Sponsors be entitled to any abatement or diminution in Sponsor Payments under this Agreement.

Section 7.10. Assignment and Subleasing. The Authority may assign this Agreement in whole or in part, and may sublease the Project as a whole or in part, without the necessity of obtaining the consent of either the Sponsors or the Trustee, subject, however, to each of the following conditions:

(a) No assignment or sublease shall relieve the Authority or the Sponsors from primary liability for any of their obligations hereunder, and in the event of any such assignment or sublease the Sponsors shall continue to remain primarily liable for payment of the Sponsor Payments specified in Section 4.7 hereof and for performance and observance of the other covenants, warranties, representations and agreements on the Sponsors' part herein provided to be performed and observed by it to the same extent as though no assignment or sublease had been made; and

(b) The Authority shall, prior to any such assignment or sublease, furnish or cause to be furnished to the Trustee an opinion of counsel nationally recognized on the subject of municipal bonds to the effect that such assignment or sublease will not cause the interest on any tax-exempt Project Bonds to be includable in gross income for federal income tax purposes or otherwise adversely affect the exclusion from gross income for federal income tax purposes of the interest on any tax-exempt Project Bonds;

(c) The Authority shall provide prior written notice of any such assignment or sublease to the Sponsors, and, within 60 days after the delivery thereof, furnish or cause to be furnished to the Trustee a true and complete copy of each such assignment, assumption of obligations and sublease, as the case may be; and

(d) Such assignment or sublease shall be approved by (i) a minimum of two of the City-appointed Commissioners of the Authority appointed pursuant to Section 67.652 RSMo.

and (ii) a minimum of three of the State-appointed Commissioners of the Authority appointed pursuant to Section 67.652 RSMo..

Section 7.11. Granting of Easements. If no Event of Default under this Agreement shall have happened and be continuing, the Authority may at any time or times (a) grant or cause to be granted easements, licenses, rights-of-way (including the dedication of public highways) and other rights or privileges in the nature of easements with respect to any property included in the Project, or (b) release existing easements, licenses, rights-of-way and other rights or privileges, all with or without consideration and upon such terms and conditions as the Authority shall determine. The Authority will cause and direct the Trustee to execute and deliver any instrument necessary or appropriate to confirm and grant or release any such easement, license, right-of-way or other right or privilege or any such agreement or other arrangement, upon delivery to the Trustee of: (i) a copy of the instrument of grant or release or of the agreement or other arrangements; (ii) a written application signed by an Authorized Authority Representative requesting such instrument; and (iii) a certificate executed by an Authorized Authority Representative stating that such grant or release is not detrimental to the proper conduct of the business of the Project, will not impair the effective use or interfere with the efficient and economical operation of the Project.

ARTICLE VIII DEFAULT AND REMEDIES

Section 8.1. Events of Default. If any one or more of the following events shall occur and be continuing with respect to any Sponsor, it is hereby defined as and declared to be and to constitute an Event of Default or “default” under this Agreement with respect to such Sponsor and if any one or more of the following events shall occur and be continuing with respect to the Authority, it is hereby defined as and declared to be and to constitute an Event of Default or “default” under this Agreement with respect to the Authority and each of the Sponsors:

(a) Once a Sponsor has appropriated a Sponsor Payment, then failure by such Sponsor to pay such appropriated Sponsor Payment (except as further provided herein) during the Agreement Term for a period of five business days after said payments are due and payable, determined without regard to whether the Agreement Term has been terminated pursuant to Section 4.11 hereof with respect to any Sponsor due to the occurrence of an Event of Non-Appropriation with respect to such Sponsor; or

(b) Default in the due observance or performance of any other covenant, agreement, obligation or provision of this Agreement on a Sponsor’s part to be observed or performed, and such default shall continue for 60 days after the Authority or the Trustee has given to such Sponsor written notice specifying such default or such longer period as shall be reasonably required to cure such default; provided that (i) such Sponsor has commenced such cure within said 60-day period, and (ii) such Sponsor diligently prosecutes such cure to completion; or

(c) A Sponsor shall (i) admit in writing its inability to pay its debts as they become due; or (ii) file a petition in bankruptcy or for reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the Bankruptcy Code as now or in the future amended or any other similar present or future Federal or State statute or regulation, or

file a pleading asking for such relief; or (iii) make an assignment for the benefit of its creditors; or (iv) consent to the appointment of a trustee, receiver or liquidator for all or a major portion of its property or shall fail to have vacated or set aside the appointment of any trustee, receiver or liquidator which was made without such Sponsor's consent or acquiescence; or (v) be finally adjudicated as bankrupt or insolvent under any Federal or State law; or (vi) be subject to any proceeding or suffer the entry of a final and non-appealable court order, under any Federal or State law appointing a receiver, trustee or liquidator for all or a major part of its property or ordering the winding-up or liquidation of its affairs, or approving a petition filed against it under the Bankruptcy Code, as now or in the future amended, which order or proceeding, if not the subject of the Sponsors' consent, shall not be dismissed, vacated, denied, set aside or stayed within 60 days after the day of entry or commencement; or (vii) suffer a writ or warrant of attachment or any similar process to be issued by any court against all or any substantial portion of its property, and such writ or warrant of attachment or any similar process is not contested, stayed or is not released within 60 days after the final entry, or levy or after any contest is finally adjudicated or any stay is vacated or set aside; or

(d) The Authority shall vacate or abandon the Project, and the same shall remain uncared for and unoccupied for a period of 60 days; or

(e) Default or the occurrence of an Event of Default under any Project Indenture; or

(f) If any representation or warranty made in this Agreement by the Authority or a Sponsor, or in any certificate, agreement, instrument or statement furnished or made or delivered pursuant hereto or thereto or in connection herewith or therewith, shall prove to have been incorrect in any material respect when made or effected.

Notwithstanding anything to the contrary in this Agreement, an Event of Non-Appropriation shall not be considered an Event of Default.

Section 8.2. Remedies on Default. If any Event of Default hereof shall have occurred and be continuing hereunder, and except as otherwise provided in this Agreement, the defaulting party shall, upon written notice from one of the other parties hereto specifying such default, proceed immediately to cure or remedy such default, and, shall, in any event, within 30 days after receipt of notice, commence to cure or remedy such default. If such cure or remedy is not taken or not diligently pursued, or the default is not cured or remedied with a reasonable time, any aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default, including, but not limited to proceedings to compel specific performance or observance of any obligation, agreement or covenant under this Agreement to the extent permitted by applicable law. Any defaulting party shall forfeit its rights to enforce this Agreement during the time that it is in default. If an Event of Default occurs with respect to a Sponsor, the Authority shall notify the Commissioners of the Authority appointed by such Sponsor that, pursuant to the Act, such Commissioners are disqualified from voting on any matter, action or resolution to come before the Authority, and from participating in any of the business of the Authority, so long as such Event of Default continues with respect to such Sponsor, and thereafter, for so long as such Event of Default continues, all decisions of the Authority required hereunder with respect to the NFL Team Lease or other binding commitment or agreement with the NFL Team to play NFL Football games in the Stadium, shall require the

approval of a majority of the Commissioners appointed by the Sponsor for which an Event of Default has not occurred. In addition, each Sponsor covenants and agrees that, to the extent permitted by law, if an Event of Default occurs with respect to such Sponsor, then so long as the Project Bonds are outstanding such Sponsor will not construct, own or operate within the geographical boundaries of the City any (a) enclosed sports stadium with more than 40,000 seats or (b) any convention center facility exceeding 150,000 square feet (other than the existing Edward Jones Dome, the Cervantes Convention Center, including the southern expansion thereof, Kiel Auditorium and any successor facility operating at the same location, and any public sports facilities which do not charge admission to spectators) which it now or may hereafter own or lease or for which it may have operating responsibility. Notwithstanding any provision hereof to the contrary, the provisions of this paragraph shall survive the termination of this Agreement and shall remain in effect and be binding upon the Sponsors.

Section 8.3. Trustee's Obligations Upon Event of Default.

(a) If any Event of Default shall have occurred and be continuing with respect to a Sponsor, then the Trustee shall (subject, however, to any restrictions contained in the respective Project Indenture against acceleration of the maturity of the respective series of the Project Bonds or termination of this Agreement with respect to such Sponsor) cause such Sponsor's Sponsor Payments for the remainder of such Sponsor's Fiscal Year to become due and payable.

(b) If an Event of Default of the respective Project Indenture shall have occurred and be continuing, the remedies of the Trustee and the Owners of respective Project Bonds shall be as set forth in the applicable Project Indenture.

Section 8.4. Limitations on Remedies. Notwithstanding any provision of this Agreement to the contrary, a judgment requiring a payment of money may be entered against a Sponsor by reason of an Event of Default hereunder only as to Sponsor Payments which would otherwise have been payable by such Sponsors hereunder during the remainder of the Fiscal Year in which such Event of Default occurs.

Section 8.5. Authority's Performance of the Sponsors' Obligations. Upon non-receipt by the Trustee of any Sponsor Payment when due or upon termination of this Agreement with respect to a Sponsor upon the occurrence of an Event of Non-Appropriation, the Authority may (but shall not be obligated so to do), and without waiving or releasing such Sponsor from any obligation hereunder, make any such Sponsor Payment (including Sponsor Payments which would have been payable hereunder but for termination of this Agreement with respect to such Sponsor upon the occurrence of an Event of Non-Appropriation) from moneys on deposit in the Expense Fund, from moneys provided by the other Sponsor, or from any other available moneys of the Authority, and the payment of any such Sponsor Payment by the Authority shall be treated as a payment by such Sponsor for purposes of Section 8.1(a) hereof.

If a Sponsor shall fail to make any other payment or to keep or perform any of its obligations as provided in this Agreement, then the Authority, or the Trustee in the Authority's name, may (but shall not be obligated so to do) upon the continuance of such failure on the Sponsor's part for 60 days after notice of such failure is given to the Sponsor by the Authority or the Trustee, and without waiving or releasing the Sponsor from any obligation hereunder, as an

additional but not exclusive remedy, make any such payment or perform any such obligation, and all sums so paid by the Authority or the Trustee and all necessary incidental costs and expenses incurred by the Authority or the Trustee in performing such obligations shall be deemed Additional Payments, and such amounts advanced by the Trustee shall be paid by the Authority to the Trustee on demand, but solely from moneys on deposit in the Expense Fund.

Section 8.6. Rights and Remedies Cumulative. The rights and remedies reserved by the Authority and the Sponsors hereunder and those provided by law shall be construed as cumulative and continuing rights. No one of them shall be exhausted by the exercise thereof on one or more occasions. The Authority and the Sponsors shall each be entitled to specific performance and injunctive or other equitable relief for any breach or threatened breach of any of the provisions of this Agreement, notwithstanding availability of an adequate remedy at law, and each party hereby waives the right to raise such defense in any proceeding in equity.

Section 8.7. Waiver of Breach. No waiver of any breach of any covenant or agreement herein contained shall operate as a waiver of any subsequent breach of the same covenant or agreement or as a waiver of any breach of any other covenant or agreement, and in case of a breach by the Sponsors of any covenant, agreement or undertaking by the Sponsors, the Authority may nevertheless accept from the Sponsors any payment or payments hereunder without in any way waiving the Authority's right to exercise any of its rights and remedies as provided herein with respect to any such default or defaults of the Sponsors which were in existence at the time when such payment or payments were accepted by the Authority.

Section 8.8. Trustee's Exercise of the Trustee's Remedies. Whenever any Event of Default shall have occurred and be continuing, the Trustee shall exercise any or all of the rights required to be taken by the Trustee under this Article. In addition, the Trustee shall have available to it all of the remedies prescribed by the Project Indentures.

ARTICLE IX AMENDMENTS, CHANGES AND MODIFICATIONS

Section 9.1. Amendments, Changes and Modifications. Prior to the issuance of any Project Bonds, the parties hereto may execute such amendments, changes or modifications hereto without the approval of any third party who is not a party hereto. Except as otherwise provided in this Agreement or in the Project Indentures, subsequent to the initial issuance of Project Bonds and prior to the payment thereof having been made in accordance with the provisions of the Project Indentures, this Agreement may not be effectively amended, changed, modified, altered or terminated without the written consent of the Trustee, given in accordance with the provisions of the Project Indentures.

ARTICLE X MISCELLANEOUS PROVISIONS

Section 10.1. Notices. All notices, certificates or other communications required or desired to be given or delivered hereunder shall be in writing and shall be deemed duly given or delivered when mailed by certified United States first class mail postage prepaid, when delivered

personally, or when dispatched by reputable commercial overnight courier marked for next day morning delivery, addressed as follows:

(a) To the Authority:

Regional Convention and Sports Complex Authority
901 North Broadway
St. Louis, Missouri 63101
Attention: Brian McMurty

With a copy to:

Blitz, Bardgett & Deutsch, L.C.
120 S. Central, Suite 1650
Clayton, Missouri 63105
Attention: Robert D. Blitz

(b) To the State:

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

With a copy to:

(c) To the City:

City of St. Louis, Missouri
1200 Market Street
St. Louis, Missouri 63103
Attention: _____

With a copy to:

City Counselor
City of St. Louis, Missouri
1200 Market Street, Room 314
St. Louis, Missouri 63101

All notices given by certified mail as aforesaid shall be deemed to have been delivered three days after posting with the United States Postal Service. Notice sent by overnight courier

shall be deemed to have been delivered at 12:00 p.m. (noon) on the business day next succeeding the business day of dispatch. A duplicate copy of each notice, certificate or other communication given hereunder by either the Authority or the Sponsors to the other shall also be given to the Trustee at its address as set forth in the Project Indentures. The Authority, the Sponsors and the Trustee may from time to time designate, by notice given hereunder to the other such parties, another address to which subsequent notices, certificates or other communications shall be sent.

Section 10.2. Consents and Approvals. Wherever in this Agreement it is provided that a party hereto shall, may or must give its approval or consent, or execute supplemental agreements or schedules, the party shall not unreasonably, arbitrarily or unnecessarily withhold or refuse to give such approvals or consents or refuse to execute such supplemental agreements or schedules. Any approvals or consents required by the State hereunder may be given by the Commissioner of Administration. Any approvals or consents required by the City hereunder may be given by the City Counselor; provided, however, that any approval or consent required of the City hereunder which would: (a) increase the amount of payments otherwise due from the City; (b) amend, change, alter, modify or waive any of the workforce inclusion plan provisions set forth in Section 3.7 hereof, (c) waive any of the conditions of the Private Funding Contingency; or (d) effect any other material change to the City's obligations hereunder, shall, in addition to the approval or consent of the City Counselor, also require approval of a majority of the Board of Alderman of the City.

Section 10.3. No Pecuniary Liability. No provision, covenant or agreement contained in this Agreement, the Project Indentures or the Project Bonds, or any obligation herein or therein imposed upon the Authority, or the breach thereof, shall constitute or give rise to or impose upon the Authority or the Sponsors a pecuniary liability or a charge upon the general credit or any taxing powers of the Authority or of the Sponsors.

Section 10.4. Allocation of Deposits of Moneys into Bond Funds. Notwithstanding any provision herein to the contrary, when the provisions of this Agreement provide for the deposit of moneys in the Bond Funds as provided in this Section, such moneys shall be deposited in each of the Bond Funds in proportion to the ratio which the original principal amount of each respective series of Project Bonds bears to the total aggregate original principal out of Project Bonds, and when so deposited, shall be applied for the purposes of each such Bond Fund as directed by this Agreement or the applicable Project Indenture.

Section 10.5. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State.

Section 10.6. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the Authority and the Sponsors and their respective successors and assigns.

Section 10.7. Severability. If for any reason any provision of this Agreement shall be determined to be illegal, invalid or unenforceable, all other terms hereof shall remain in full force and effect, and, to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term. If application of this Severability provision

should materially and adversely affect the economic substance of the transactions contemplated hereby, the Party adversely impacted shall be entitled to compensation for such adverse impact, provided the reason for the invalidity or unenforceability of a term is not due to serious misconduct by the Party seeking such compensation.

Section 10.8. Execution in Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same instrument.

Section 10.9. Exculpation. No Commissioner of the Authority and no public official and no officer or employee of the Authority or of any Sponsor shall have any personal liability for payment of any claim or for the performance of any duty, obligation or undertaking arising from this Agreement.

Section 10.10. Electronic Transactions. The parties agree that the transaction described herein may be conducted and related documents may be sent, received or stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents will be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

[Remainder of page intentionally left blank]

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

“AUTHORITY”

**REGIONAL CONVENTION AND
SPORTS COMPLEX AUTHORITY**

By: _____
Authorized Authority Representative

Attest:

Secretary

STATE OF MISSOURI)
) SS.
_____ OF ST. LOUIS)

On this _____ day of _____, 2015, before me appeared _____, to me personally known, who, being by me duly sworn, did say that _____ is the Authorized Representative of the REGIONAL CONVENTION AND SPORTS COMPLEX AUTHORITY, a body politic and corporate and a public instrumentality organized and existing under the laws of the State of Missouri, and said instrument was signed in behalf of said Authority by authority of its Commissioners, and said individual acknowledged said instrument to be the free act and deed of said Authority.

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

Notary Public

My Commission Expires:

“CITY”

THE CITY OF ST. LOUIS, MISSOURI

By: _____
Francis G. Slay, Mayor

By: _____
Darlene Green, Comptroller

(SEAL)

Attest:

Parrie May, City Register

Approved as to Form:

Winston Calvert, City Counselor

STATE OF MISSOURI)
) SS.
CITY OF ST. LOUIS)

On this ____ day of _____, 20__, before me appeared Francis G. Slay, to me personally known, who, being by me duly sworn, did say that he is the Mayor of the CITY OF ST. LOUIS, MISSOURI, a political subdivision of the State of Missouri, and that the seal affixed to the foregoing instrument is the seal of said City, and said instrument was signed and sealed in behalf of said City by authority of its Board of Aldermen, and said individual acknowledged said instrument to be the free act and deed of said City.

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

Notary Public

My Commission Expires:

STATE OF MISSOURI)
) SS.
CITY OF ST. LOUIS)

On this ____ day of _____, 20__, before me appeared Darlene Green, to me personally known, who, being by me duly sworn, did say that she is the Comptroller of the CITY OF ST. LOUIS, MISSOURI, a political subdivision of the State of Missouri, and that the seal affixed to the foregoing instrument is the seal of said City, and said instrument was signed and sealed in behalf of said City by authority of its Board of Aldermen, and said individual acknowledged said instrument to be the free act and deed of said City.

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

Notary Public

My Commission Expires:

“STATE”

STATE OF MISSOURI

By: _____
Doug Nelson
Commissioner of Administration

STATE OF MISSOURI)
) SS.
COUNTY OF _____)

On this ____ day of _____, 20__, before me appeared Doug Nelson, to me personally known, who, being by me duly sworn, did say that he is the Commissioner of Administration of the STATE OF MISSOURI, and that foregoing instrument was signed on behalf of said State by authority of its General Assembly, and said individual acknowledged said instrument to be the free act and deed of said State.

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

Notary Public

My Commission Expires:

EXHIBIT A
PROJECT SITE



EXHIBIT B-1
FORM OF REQUISITION FOR SITE COSTS

EXHIBIT B-2
FORM OF REQUISITION FOR PROJECT COSTS

DRAFT

Confidential
Attorney/Client Work Product Privilege

EXHIBIT B-3
FORM OF REQUISITION FOR COST OF ISSUANCE FUND AND EXPENSE FUND

DRAFT

Confidential
Attorney/Client Work Product Privilege

EXHIBIT C
REGIONAL CONVENTION AND SPORTS COMPLEX AUTHORITY

SCHEDULE OF SPONSOR APPROPRIATIONS

<u>Fiscal Year</u> <u>Ending June 30</u>	<u>Base Rental Payments</u>	<u>State Payments</u>	
		<u>Maximum Supplemental Rental Payments¹</u>	
		<i>Attributable to Authority Bonds - Event Day</i>	<i>Attributable to Authority Bonds – NFL Team Rent²</i>
2017	\$10,000,000	\$0	\$0
2018	\$10,000,000	\$0	\$0
2019	\$10,000,000	\$0	\$0
2020	\$10,000,000	\$0	\$0
2021	\$10,000,000	\$2,510,000	Variable
2022	\$10,000,000	\$2,510,000	Variable
2023	\$10,000,000	\$2,510,000	Variable
2024	\$11,000,000	\$2,510,000	Variable
2025	\$12,000,000	\$2,510,000	Variable
2026	\$12,000,000	\$2,510,000	Variable
2027	\$12,000,000	\$2,510,000	Variable
2028	\$12,000,000	\$2,510,000	Variable
2029	\$12,000,000	\$2,510,000	Variable
2030	\$12,000,000	\$2,510,000	Variable
2031	\$12,000,000	\$2,510,000	Variable
2032	\$12,000,000	\$2,510,000	Variable
2033	\$12,000,000	\$2,510,000	Variable
2034	\$12,000,000	\$2,510,000	Variable
2035	\$12,000,000	\$2,510,000	Variable
2036	\$12,000,000	\$2,510,000	Variable
2037	\$12,000,000	\$2,510,000	Variable
2038	\$12,000,000	\$2,510,000	Variable
2039	\$12,000,000	\$2,510,000	Variable
2040	\$12,000,000	\$2,510,000	Variable
2041	\$12,000,000	\$2,510,000	Variable
2042	\$12,000,000	\$2,510,000	Variable
2043	\$12,000,000	\$2,510,000	Variable
2044	\$12,000,000	\$2,510,000	Variable
2045	\$12,000,000	\$2,510,000	Variable
2046	\$12,000,000	\$2,510,000	Variable
2047	\$12,000,000	\$2,510,000	Variable
2048	\$12,000,000	\$2,510,000	Variable
2049	\$12,000,000	\$2,510,000	Variable
2050	\$12,000,000	\$2,510,000	Variable
2051	\$12,000,000	\$2,510,000	Variable

¹ The actual annually required appropriation request and State Supplemental Rental Payment Amount (which shall be equal to or less than the Maximum Supplemental Rental Payments shown here) shall be as set forth in Section 4.6(f).

² Variable amount, equal in each year to the amount of NFL Team Rent due in the prior Fiscal Year under the NFL Team Lease and available to pay debt service on the Authority Bonds – NFL Team Rent.

<u>Fiscal Year Ending June 30</u>	<u>City Payments</u>	<u>Supplemental Rental Payments³</u>
	<u>Base Rental Payments</u>	
2017	\$4,500,000	Variable
2018	\$4,590,000	Variable
2019	\$4,681,800	Variable
2020	\$4,775,436	Variable
2021	\$4,870,945	Variable
2022	\$4,968,364	Variable
2023	\$5,067,731	Variable
2024	\$5,169,086	Variable
2025	\$5,272,467	Variable
2026	\$5,377,917	Variable
2027	\$5,485,475	Variable
2028	\$5,595,184	Variable
2029	\$5,707,088	Variable
2030	\$5,821,230	Variable
2031	\$5,937,654	Variable
2032	\$6,056,408	Variable
2033	\$6,177,536	Variable
2034	\$6,301,086	Variable
2035	\$6,427,108	Variable
2036	\$6,555,650	Variable
2037	\$6,686,763	Variable
2038	\$6,820,499	Variable
2039	\$6,956,909	Variable
2040	\$7,096,047	Variable
2041	\$7,237,968	Variable
2042	\$7,382,727	Variable
2043	\$7,530,382	Variable
2044	\$7,680,989	Variable
2045	\$7,834,609	Variable
2046	\$7,991,301	Variable
2047	\$8,151,127	Variable
2048	\$8,314,150	Variable
2049	\$8,480,433	Variable
2050	\$8,650,041	Variable
2051	\$8,823,042	Variable

³ Variable amount, as specified in Section 4.6(f).

EXHIBIT D
PROPOSED PROJECT SOURCES AND USES

Proposed Sources Of Funds

Private Sources	
NFL Team Ownership	\$250,000,000
NFL G4 Program or other NFL sources	\$300,000,000
Public Sources (contingent upon Private Sources per Section 3.1)	
Authority Bond – State Proceeds	\$151,335,000
Authority Bond – City Proceeds	\$70,380,000
Brownfields Tax Credits Proceeds	\$41,115,585
MDFB Contribution Tax Credits Proceeds	\$47,500,000
Authority Bond – Event Day Proceeds and Authority Bonds – NFL Team Rent Proceeds	\$75,000,000
Authority Funds (including funds spent prior to the date of this Agreement)	\$14,673,758
Proceeds from sale of Seat Licenses	\$160,395,657
Total Sources:	\$1,110,400,000

Proposed Uses of Funds

Stadium Construction	\$917,000,000
Site and Riverfront Development	\$77,000,000
Parking Construction (Garage Only)	\$25,000,000
Site Clearing / Demolition / Remediation	\$17,700,000
Land Acquisition	\$53,000,000
Relocations	\$20,700,000
Total Uses:	\$1,110,400,000

EXHIBIT E
MISSOURI DEVELOPMENT FINANCE BOARD

RESOLUTION

RESOLUTION

**RESOLUTION OF THE MISSOURI DEVELOPMENT FINANCE
BOARD MAKING CERTAIN FINDINGS AND DETERMINATIONS;
APPROVING OF THE ISSUANCE OF TAX CREDITS PURSUANT
TO THE TAX CREDIT STATUTE; AUTHORIZING THE
EXECUTION OF CERTAIN DOCUMENTS IN CONNECTION WITH
SUCH APPROVAL**

WHEREAS, Sections 100.286.6 to and including Section 100.286.8 of the Revised Statutes of Missouri (RSMo) (the "Tax Credit Statute") provides that any taxpayer shall be entitled to a tax credit against any tax otherwise due under the provisions of Chapter 143, excluding the withholding tax imposed by Sections 143.191 to 143.261, Chapter 147, or Chapter 148, in the amount of fifty percent of any amount contributed in money or property by the taxpayer to the Board's development and reserve fund, the infrastructure development fund or the export finance fund during the taxpayer's tax year;

WHEREAS, the Tax Credit Statute limits the total tax credits which may be approved by the Board in any calendar year under the Tax Credit Statute to ten million dollars, provided this limit may be exceeded upon mutual agreement, evidenced by a signed and properly notarized letter, by the Commissioner of the Office of Administration, the Director of the Department of Economic Development, and the Director of the Department of Revenue that such action is essential to ensure retention or attraction of investment in Missouri provided, however, in no case shall more than twenty-five million dollars in tax credits be approved during such year;

WHEREAS, the Board will obtain the joint agreement of the Commissioner of Administration, the Director of the Department of Economic Development and the Director of the Department of Revenue to permit the issuance of the Tax Credits described in this Resolution;

WHEREAS, the Regional Convention and Sports Complex Authority, an instrumentality of the State of Missouri (the "Authority"), has requested that the Board accept contributions pursuant to the Tax Credit Statute and make the proceeds of such contributions available to the Authority for the purpose of paying a portion of the cost of the project described in the application for assistance submitted to the Board (the "Project" and the "Application");

WHEREAS, at meetings of the Board held on July 21, 2015 and August 18, 2015, the Authority made written and oral presentations to the Board concerning the Project and the Application;

WHEREAS, the acceptance of the Contributions and the issuance of the Tax Credits will significantly benefit the metropolitan St. Louis area and the State of Missouri as more fully described herein; and

WHEREAS, the Department of Economic Development has recommended that the Board issue the Tax Credits as described herein upon the terms contained in the Tax Credit Agreement described herein.

WHEREAS, the Board has determined that it is in the best interest of the State and the citizens of the State of Missouri that the Board approve of the issuance of the Tax Credits and authorize, execute and deliver the Tax Credit Agreement described herein, subject to the conditions described herein.

NOW, THEREFORE, BE IT RESOLVED BY THE MISSOURI DEVELOPMENT FINANCE BOARD, AS FOLLOWS:

Section 1. Findings and Determinations. The Board makes the following findings and determinations:

(a) The Project is expected to (1) serve as the anchor for revitalizing a severely blighted, distressed, underdeveloped and underutilized area of the City of St. Louis immediately north of downtown St. Louis, (2) catalyze the attraction of new economic activity in the area where the Project is located, (3) stimulate ancillary development in the areas surrounding the Project, (4) preserve and increase tourism in the State and the St. Louis region, (5) create new jobs relating to the construction of the Project and the construction of the development expected to surround the Project, (6) retain existing jobs and the tax dollars associated with those existing jobs, (7) create new permanent jobs as a result of the business expansion expected to accompany the Project; (8) increase the collection of state and local sales tax revenues and prevent the loss of millions of dollars of state and local sales tax revenues, (9) foster expansion of the State's and the St. Louis region's business bases, and (10) promote and enhance economic development in the State and the St. Louis region;

(b) The approval of the Application and the issuance of the Tax Credits are essential to ensure retention or attraction of investment in the State of Missouri;

(c) The benefits to be derived by the State of Missouri are projected to exceed the benefits provided by the Board by the Tax Credit Agreement; and

(d) The Board's participation is a material precondition to the completion of the Project, and the Project would not proceed without the assistance provided by the Board.

Section 2. Approval of Tax Credits. The Board does hereby approve the Application. The Board does hereby authorize the acceptance of contributions in an amount not to exceed \$30,000,000 and the issuance of Tax Credits in an amount not to exceed \$15,000,000, all as more fully provided in the Tax Credit Agreement. Such approval is subject to the Board obtaining the written approval of the Commissioner of Administration, the Director of the Department of Economic Development and the Director of the Department of Revenue permitting the issuance of the Tax Credits described in the Tax Credit Agreement as required by the Tax Credit Statute.

In addition to the conditions on the disbursement of contributions set forth in the Tax Credit Agreement, disbursement of the contributions shall be subject to the following special conditions, all of which shall be contained in the Tax Credit Agreement:

(a) All contributions shall only be expended only for public infrastructure and facility costs, including payment of the costs of acquiring the site on which the Project is located, remediating any blighted conditions, preparing the site for development, paying the costs of improvements for streets, utilities and parking and constructing, equipping and furnishing the stadium project;

(b) All other funds for the construction of the Project identified in the Application shall be available for disbursement; and

EXHIBIT F

PENDING LITIGATION RE: STADIUM ISSUES

1. *Regional Convention and Sports Complex Authority v. City of St. Louis*, St. Louis City Circuit Court Case No. 1522-CC00782; appeal pending in Missouri Court of Appeals for the Eastern District of Missouri, Case No. ED 103320.
2. *Rob Schaaf v. Jay Nixon, et. al.*, Cole County Circuit Court Case No. 15AC-CC00239.
3. *Jeanette Oxford, et al. v. St. Louis Regional Convention and Sports Complex Authority*, St. Louis City Circuit Court Case No. 1522-CC9931.