

**ORDINANCE #67410**  
**Board Bill No. 410**  
**Committee Substitute**

**An ordinance recommended by the Board of Estimate and Apportionment authorizing the City of St. Louis, Missouri to assign NEW STATE REVENUES, MODESA LOCAL Revenues, and DEDICATED municipal revenues, AS DEFINED HEREIN, attributable to the Ballpark Village Development Area for the purpose of paying the principal and interest on certain bonds to be issued by The Industrial Development Authority of the City of St. Louis, Missouri; authorizing the City to execute certain documents related thereto; authorizing and directing the taking of other actions and approval and execution of other documents as necessary or desirable to carry out and comply with the intent hereof; and containing a severability clause.**

**WHEREAS**, the City of St. Louis, Missouri (the “*City*”) is authorized and empowered under the Missouri Downtown and Rural Economic Stimulus Act, Sections 99.915 to 99.1060, inclusive, of the Revised Statutes of Missouri (2000), as amended (“*MODESA*”), to issue obligations and to enter into agreements with other entities for the issuance of obligations for the purpose of providing funds to finance the costs of development projects; and

**WHEREAS**, pursuant to Ordinance No. [\_\_\_\_\_] [Board Bill #407] approved February 9, 2007 (the “*Approving Ordinance*”), the City (a) approved a development plan attached thereto (the “*Development Plan*”) for development of a certain area within the City of St. Louis, Missouri (the “*Development Area*”), (b) adopted the development project described in the Development Plan (the “*Development Project*”), (c) adopted development financing within the Development Area, and (d) established the “*City of St. Louis, Missouri, Special Allocation Fund for the Ballpark Village Development Area*” (the “*Special Allocation Fund*”); and

**WHEREAS**, pursuant to Ordinance No. [\_\_\_\_\_] [Board Bill #CS409] approved February 9, 2007 (the “*Authorizing Ordinance*”), the City designated Ballpark Village Holding Company, LLC as developer of the Development Area (the “*Developer*”), and approved the execution of a Development Agreement by and between the City and the Developer in substantially the form attached to the Authorizing Ordinance, as the same may be amended from time to time (the “*Development Agreement*”); and

**WHEREAS**, the Board of Directors of The Industrial Development Authority of the City of St. Louis, Missouri (the “*Authority*”) will consider a resolution (the “*Bond Resolution*”) authorizing the issuance of up to \$115,800,000 aggregate principal amount of Development Financing Revenue Bonds (Ballpark Village Project) authorizing the issuance of up to \$115,800,000 aggregate principal amount of Development Financing Revenue Bonds, Series 2007 (Ballpark Village Project), which may be issued in one or more series and may be issued as subordinate to or in parity with such additional series, if any, (collectively, the “*Bonds*”), plus Issuance Costs (as defined in the Development Agreement), reserve funds and capitalized interest funds necessary to pay debt service on the Bonds, and any other costs as agreed to by the City in the Development Agreement, all pursuant to a certain Trust Indenture between the Authority and the trustee named therein (the “*Trustee*”) for the purposes of: (i) funding the Development Project, (ii) funding capitalized interest on the Bonds, (iii) establishing reserve funds for the Bonds; and (iv) paying the costs of issuance of the Bonds; and

**WHEREAS**, the City desires to execute certain financing documents in order to expedite the retirement of all MODESA obligations issued under the Development Plan; and

**WHEREAS**, the Board of Aldermen of the City hereby finds it is advisable, necessary and in the best interests of the City to direct the New State Revenues, MODESA Local Revenues, and Dedicated Municipal Revenues (as hereinafter defined) to payment of the principal of and interest on the Bonds.

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

**Section 1. Definitions.**

“**CID Revenues**” shall have the meaning set forth in Article I of the Development Agreement.

“**Dedicated Municipal Revenues**” shall have the meaning set forth in Article I of the Development Agreement.

“**Economic Activity Taxes**” shall have the meaning set forth in Article I of the Development Agreement.

“**MODESA Local Revenues**” shall have the meaning set forth in Article I of the Development Agreement.

“**Monitor**” means an urban planner, urban consultant, certified public accountant, lawyer or firm of urban planners, urban consultants, certified public accountants or lawyers selected according to the Indenture, if any, who periodically reviews the method of calculating and the calculations regarding New State Revenues and MODESA Local Revenues on deposit in the Special Allocation Fund, Dedicated Municipal Revenues, CID Revenues and TDD Revenues.

“**New State Revenues**” shall have the meaning set forth in Article I of the Development Agreement.

“**Payments in Lieu of Taxes**” shall have the meaning set forth in Article I of the Development Agreement.

“**Special Allocation Fund**” shall have the meaning set forth in Article I of the Development Agreement.

“**TDD Revenues**” shall have the meaning set forth in Article I of the Development Agreement.

All other terms used but not defined herein shall have the meaning ascribed to such term as set forth in the Development Agreement. To the extent of any inconsistency between the terms used and defined herein, said term defined as defined in the Development Agreement shall control.

**Section 2. Findings and Determinations.** The Board of Aldermen hereby finds and determines that it is necessary and in the best interests of the City to enter into: (a) a Financing Agreement with the Authority for purposes of directing the New State Revenues, MODESA Local Revenues, Dedicated Municipal Revenues, CID Revenues and TDD Revenues to payment of the Bonds (the “**Financing Agreement**”), in substantially the form attached hereto as Exhibit A and incorporated herein by reference; (b) a Continuing Disclosure Agreement with a party selected as “dissemination agent,” for purposes of providing information for the benefit of the Owners and Beneficial Owners (each as defined therein) of the Bonds and in order to assist the Participating Underwriter (as defined therein) in complying with the requirements of the rules of continuing disclosure (the “**Disclosure Agreement**”), in substantially the form attached hereto as Exhibit B and incorporated herein by reference; (c) the Tax Compliance Agreement among the City, the Authority and the Trustee pertaining to the use and investment of the proceeds of the Bonds and the establishment and maintenance of the tax-exempt status thereof (the “**Tax Agreement**”), in substantially the form attached hereto as Exhibit C and incorporated herein by reference; and (d) the Intergovernmental Cooperation Agreement among the City, the CID and the TDD pertaining to the collection and distribution, and pledge, of CID Revenues and TDD Revenues in substantially the form attached hereto as Exhibit D and incorporated herein by reference (the “**Cooperation Agreement**”). The Cooperation Agreement, the Financing Agreement, the Tax Agreement, and the Disclosure Agreement may be referred to collectively herein as the “**City Financing Documents**”.

**Section 3. Nature of Obligations.** The Bonds and the interest thereon shall be special, limited obligations of the Authority, and shall not constitute an indebtedness of the City, the Authority, or the State of Missouri within the meaning of any constitutional or statutory debt limitation or restriction. The obligation of the City to make payments of MODESA Local Revenues and Dedicated Municipal Revenues is subject to annual appropriation pursuant to Section 4 hereof. The taxing power of the City is not pledged to the payment of the Bonds either as to principal or interest or to the payment of State MODESA Revenues or Local MODESA Revenues under any financing agreement related thereto. Pursuant to the terms and conditions specified in the Development Agreement, the Bonds may be issued in one or more series and may be issued as Priority Bonds (as such term is defined in the Development Agreement), and/or Subordinate Bonds (as such term is defined in the Development Agreement).

**Section 4. Appropriating, Pledging and Assigning of Certain Revenues.** The City hereby agrees, so long as the Bonds are outstanding, to apply the Available Revenues (as defined in the Development Agreement) and any taxes, fees or assessments subsequently enacted and imposed in substitution therefor and allocable to the Special Allocation Fund to the repayment of Bonds in accordance with the Financing Agreement. The City covenants and agrees that it will comply with the Charter of The City of St. Louis, Article XVI, Section 3 for each fiscal year that the Bonds are outstanding and the City will request an appropriation of all Available Revenues for application to the payment of the principal of (including, but not limited to, payment of a premium, if any) and interest on the Bonds.

**Section 5. Reporting of Revenue Data.** The City hereby agrees that it shall provide to the Monitor, if one is selected, (a) on a monthly basis, a report of all Economic Activity Taxes that are sales tax revenues received during the previous month; (b) on a monthly basis, a report on all Dedicated Municipal Revenues received during the previous month; (c) on a monthly basis, a report on all other municipal revenues received during the previous month; (d) on a monthly basis, a report of all New State Revenues received during the previous month; and (e) on a monthly basis, a report of all MODESA Local Revenues received during the previous month. In addition, the City agrees to cooperate with the Monitor for verification of calculations and deposits of all Available Revenues (as defined in the Development Agreement).

**Section 6. Authority and Direction to Execute and Deliver City Financing Documents.** The City is hereby authorized to enter into, and the Mayor and the Comptroller and such other officers of the City as are appropriate are hereby authorized and directed to execute, seal, attest and deliver, for and on behalf of and as the act and deed of the City, the City Financing Documents, each with such changes as shall be approved by the City Counselor and by the appropriate officers of the City executing such documents, such officers’ signatures thereon being conclusive evidence of their approval thereof. The Mayor, the Comptroller, and other appropriate officers, agents and employees of the City, with the advice and concurrence of the City Counselor, are hereby further authorized and directed to participate with the Authority and the underwriter of the Bonds in the preparation of the preliminary Official Statement and final Official Statement, and to execute and deliver such agreements as are necessary and desirable in order to assist the underwriter of the Bonds in complying with Rule 15c2-12 of the Securities and Exchange Commission.

**Section 7. Further Authority.** The Mayor, the Comptroller, the Treasurer (as to permitted investments only) and other appropriate officers, agents and employees of the City are hereby authorized to take such further actions and execute such other documents as may be necessary or desirable to carry out and comply with the intent of this Ordinance, and to carry out, comply with and perform the duties of the City with respect to the City Financing Documents.

**Section 8. Severability.** It is hereby declared to be the intent of the Board of Aldermen that each and every part, section and subsection of this Ordinance shall be separate and severable from each and every other part, section and subsection hereof and that the Board of Aldermen intends to adopt each said part, section and subsection separately and independently of any other part, section and subsection. In the event that any part, section or subsection of this Ordinance shall be determined to be or to have been

unlawful or unconstitutional, the remaining parts, sections and subsections shall be and remain in full force and effect, unless the court making such finding shall determine that the valid portions standing alone are incomplete and are incapable of being executed in accord with the legislative intent.

**Section 9. Construction.** In the event of any inconsistency between the provisions of this Ordinance and the provisions of any prior ordinances, the provisions of this Ordinance shall prevail.

**Section 10. Governing Law.** This Ordinance shall be governed exclusively by and construed in accordance with the applicable laws of the State of Missouri.

**EXHIBIT A  
FORM OF FINANCING AGREEMENT**

FINANCING AGREEMENT

between  
THE INDUSTRIAL DEVELOPMENT AUTHORITY  
OF THE CITY OF ST. LOUIS, MISSOURI  
and  
CITY OF ST. LOUIS, MISSOURI

Relating to

§[PP]  
The Industrial Development Authority of the City of St. Louis, Missouri  
Development Financing Revenue Bonds  
Series 2007  
(Ballpark Village Development Project)

Dated as of \_\_\_\_\_ 1, 2007

The rights, title and interest of The Industrial Development Authority of the City of St. Louis, Missouri, to this Financing Agreement have been assigned to [\_\_\_\_\_], as Trustee under the Trust Indenture dated as of \_\_\_\_\_ 1, 2007, between The Industrial Development Authority of the City of St. Louis, Missouri, and the Trustee.

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**FINANCING AGREEMENT**

**THIS FINANCING AGREEMENT** dated as of \_\_\_\_\_ 1, 2007 (the "**Financing Agreement**"), between **THE INDUSTRIAL DEVELOPMENT AUTHORITY OF THE CITY OF ST. LOUIS, MISSOURI**, a public corporation duly organized under Chapter 349 of the Revised Statutes of Missouri (the "**Authority**"), and the **CITY OF ST. LOUIS, MISSOURI**, a municipal corporation duly organized and existing under the laws of the State of Missouri (the "**City**"). Capitalized terms not defined elsewhere herein shall have the meaning set forth in the Indenture as more fully described in **Section 1.1** hereof.

**RECITALS:**

**WHEREAS**, the City of St. Louis, Missouri (the “*City*”) is authorized and empowered under the Missouri Downtown and Rural Economic Stimulus Act, Sections 99.915 to 99.1060, inclusive, of the Revised Statutes of Missouri (2000), as amended (“*MoDESA*”), to issue obligations and to enter into agreements with other entities for the issuance of obligations for the purpose of providing funds to finance the costs of development projects; and

**WHEREAS**, pursuant to Ordinance No. [\_\_\_\_\_] approved February 9, 2007 (the “*Approving Ordinance*”), the City (a) approved a development plan attached thereto (the “*Development Plan*”) for development of a certain area within the City of St. Louis, Missouri (the “*Development Area*”), (b) adopted the development project described in the Development Plan (the “*Development Project*”), (c) adopted development financing within the Development Area, and (d) established the “City of St. Louis, Missouri, Special Allocation Fund for the Ballpark Village Development Area” (the “*Special Allocation Fund*”); and

**WHEREAS**, pursuant to Ordinance No. [\_\_\_\_\_] approved February 9, 2007 (the “*Authorizing Ordinance*”), the City designated Ballpark Village Holding Company, LLC as developer of the Development Area (the “*Developer*”), and approved the execution of a Development Agreement by and between the City and the Developer dated as of [\_\_\_\_\_] 2007 (the “*Development Agreement*”); and

**WHEREAS**, pursuant to Ordinance No. [\_\_\_\_\_] approved February 9, 2007, the City approved the execution of an Intergovernmental Cooperation Agreement the “*Cooperation Agreement*”) with the Ballpark Village Transportation Development District (the “*TDD*”) and the Ballpark Village Community Improvement District (the “*CID*”) pursuant to which (a) the TDD and the CID agreed, subject to annual appropriation, to remit to the City the proceeds of the CID Revenues and the TDD Revenues and (b) the City agreed to accept and deposit the proceeds of the CID Revenues into the CID Account, and the TDD Revenues into the TDD Account within the Special Allocation Fund; and

**WHEREAS**, the Authority is authorized pursuant to the Chapter 349 of the Revised Statutes of Missouri to issue bonds for the purpose of promoting certain commercial and public facility “projects”; and

**WHEREAS**, the Authority has determined that it is in the best interest of the Authority to issue its revenue bonds for the purpose of (i) funding the Development Project, (ii) funding capitalized interest on the Bonds, (iii) funding reserve funds for the Bonds, and (iv) paying the costs of issuance of the Bonds; and

**WHEREAS**, on [\_\_\_\_\_] the Board of Directors of the Authority adopted a resolution (the “*Bond Resolution*”) authorizing the issuance by the Authority of its Development Financing Revenue Bonds, Series 2007 (Ballpark Village Development Project) in one or more series (the “*Bonds*”) in the aggregate principal amount of \$[PP] for the purpose of (i) funding the Development Project, (ii) funding capitalized interest on the Bonds, and (iii) paying the costs of issuance of the Bonds; and

**WHEREAS**, on [\_\_\_\_\_] the Board of Aldermen of the City adopted an ordinance (the “*Bond Ordinance*”), approving, among other things, the issuance by the Authority of the Bonds pursuant to the Indenture for the above purposes and assigning the MODESA Local Revenues, New State Revenues, Dedicated Municipal Revenues, CID Revenues and TDD Revenues (as those terms are defined in the Indenture) for the purpose of paying the principal of and interest on the Bonds; and

**WHEREAS**, the Authority and [\_\_\_\_\_] a national banking association (the “*Trustee*”) entered into a Trust Indenture dated as of \_\_\_\_\_ 1, 2007, for the purpose of issuing and securing the Bonds as provided therein; and

**WHEREAS**, the Authority and the City are entering into this Financing Agreement to provide for the pledge and assignment of the MODESA Local Revenues, New State Revenues, Dedicated Municipal Revenues, CID Revenues and TDD Revenues by the City to the Trustee for the purpose of paying the principal of, premium, if any, and interest on the Bonds; and

**WHEREAS**, as of the date of this Financing Agreement, the City has entered into a certain Tax Compliance Agreement (the “*Tax Compliance Agreement*”) by and among the City, the Authority and the Trustee and a certain Continuing Disclosure Agreement by and between the City and the Trustee, which collectively with this Financing Agreement and the Cooperation Agreement are referred to as the “City Documents”; and

**WHEREAS**, as of the date of this Financing Agreement, the Authority has entered into the Tax Compliance Agreement, the Purchase Contract and the Indenture, which collectively with this Financing Agreement are referred to as the “**Authority Documents**”;

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

**ARTICLE I**  
**DEFINITIONS, CONSTRUCTION AND CERTAIN GENERAL PROVISIONS**

**Section 1.1. Definitions.** All capitalized terms not elsewhere defined herein shall have the meanings set forth in Section 101 of the Indenture.

**Section 1.2. Rules of Interpretation.**

(a) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders.

(b) Unless the context shall otherwise indicate, words importing the singular number shall include the plural and vice versa, and words importing person shall include firms, partnerships, associations and corporations, including public bodies, as well as natural persons.

(c) The words "herein," "hereby," "hereunder," "hereof," "hereto," "hereinbefore," "hereinafter" and other equivalent words refer to this Financing Agreement and not solely to the particular article, section, paragraph or subparagraph hereof in which such word is used.

(d) Reference herein to a particular article or a particular section shall be construed to be a reference to the specified article or section hereof unless the context or use clearly indicates another or different meaning or intent. Reference herein to a schedule or an exhibit shall be construed to be a reference to the specified schedule or exhibit hereto unless the context or use clearly indicates another or different meaning or intent.

(e) Wherever an item or items are listed after the word "including," such listing is not intended to be a listing that excludes items not listed.

(f) The table of contents, captions and headings in this Financing Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Financing Agreement.

**ARTICLE II  
REPRESENTATIONS****Section 2.1. Representations by the Authority.** The Authority represents to the City that:

(a) The Authority is a public corporation duly organized under Chapter 349 of the Revised Statutes of Missouri with lawful power and authority to enter into this Financing Agreement acting by and through its duly authorized officers.

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

(c) The execution and delivery of the Authority Documents 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 articles of incorporation or its bylaws or any of the constitutional or statutory rules or regulations applicable to the Authority or its property.

(d) The Authority Documents and the Bonds are valid and binding agreements of the Authority, enforceable in accordance with their respective terms, except as enforcement thereof may be limited by applicable bankruptcy, insolvency, moratorium, reorganization or other laws or equitable principles of general application affecting remedies or creditors' rights or by general equitable principles which may limit the right to obtain equitable remedies.

(e) There is not now pending or, to the knowledge of the Authority, threatened any suit, action or proceeding against or affecting the Authority by or before any court, arbitrator, administrative agency or other governmental authority which, if decided adversely to the Authority, would materially affect the validity of any of the transactions contemplated by the Authority Documents, or is reasonably likely to impair the ability of the Authority to perform its obligations under the Authority Documents, or as contemplated hereby or thereby, nor is there any basis therefor.

**Section 2.2. Representations by the City.** The City represents and warrants as follows:

(a) The City is a home rule city and political subdivision organized and existing under the laws of the State of Missouri. The City has lawful power and authority to enter into each of the City Documents, acting by and through its officials.

(b) The City has the power and authority to enter into, execute and deliver the City Documents, and to perform its obligations under and consummate the transactions contemplated by the City Documents, and has by proper action duly authorized the execution and delivery of the City Documents and the performance of the City's duties and obligations thereunder.

(c) The City Documents are valid and binding agreements of the City, enforceable in accordance with their respective terms, except as enforcement thereof may be limited by applicable bankruptcy, insolvency, moratorium, reorganization or other laws or equitable principles of general application affecting remedies or creditors' rights or by general equitable principles which may limit the right to obtain equitable remedies.

(d) The execution and delivery of the City Documents, the consummation of the transactions contemplated thereby and the fulfillment of or compliance with the terms and conditions thereof will not (with the passage of time or the giving of notice, or both) conflict with or result in or constitute a breach of or default under any indenture, mortgage, deed of trust, lease or other

agreement or instrument to which the City is a party or by which it or any of its property is bound, or violate any provision of the charter of the City, or of any constitutional or statutory provision, or of any order, rule or regulation of any court or governmental authority applicable to the City or its property.

(e) There is not now pending or, to the knowledge of the City, threatened any suit, action or proceeding against or affecting the City by or before any court, arbitrator, administrative agency or other governmental authority which, if decided adversely to the City, would materially affect the validity of any of the transactions contemplated by the City Documents, or is reasonably likely to impair the ability of the City to perform its obligations under the City Documents, or as contemplated hereby or thereby, nor is there any basis therefor.

**Section 2.3. Special Representations Relating to the Tax Exempt Status of the Bonds.** The Authority and the City each acknowledge that, in connection with the issuance of the Bonds, each has executed and delivered the Tax Compliance Agreement dated as of \_\_\_\_\_, among the City, the Authority and the Trustee concurrently herewith. The Authority and the City each acknowledge that such Tax Compliance Agreement relates to the use and expenditure of the proceeds of the Bonds and other matters pertaining to the establishment and maintenance of the exemption from gross income for federal income tax purposes of interest on the Bonds. The Authority acknowledges and confirms that its certifications and representations contained in the Tax Compliance Agreement are true and correct as if such certifications and representations were set forth herein. The City acknowledges and confirms that its certifications and representations contained in the Tax Compliance Agreement are true and correct as if such certifications and representations were set forth herein.

### ARTICLE III ISSUANCE OF BONDS

**Section 3.1. Authority's Agreement to Issue Bonds.** The Authority hereby agrees to issue the Bonds to provide funds for the purposes set forth in the Recitals hereof, as further described in the Indenture.

**Section 3.2 Use of Proceeds of the Bonds.** The proceeds of the sale of the Bonds shall be deposited with the Trustee and applied as provided in the Indenture and this Financing Agreement.

### ARTICLE IV TERM OF BONDS, ASSIGNMENT OF RIGHTS

**Section 4.1. City's Obligation to Pay New State Revenues, MODESA Local Revenues, Dedicated Municipal Revenues, CID Revenues and TDD Revenues to Trustee.**

(a) On the tenth (10th) calendar day of each month (or the next Business Day thereafter if the tenth (10th) is not a Business Day) while the Bonds are Outstanding, the City shall transfer to the Trustee, pursuant to Section 402 of the Indenture, all Payments in Lieu of Taxes ("**PILOTS**"), all Economic Activity Tax Revenues ("**EATs**") (subject to appropriation), all Dedicated Municipal Revenues (subject to annual appropriation), all CID Revenues and all TDD Revenues (subject to appropriation by the CID and TDD, respectively). In order to facilitate the Trustee's deposit of such funds into the correct accounts under the Indenture, the City shall clearly identify for the Trustee, in a form substantially similar to the form in **Exhibit A**, the amount of such funds constituting PILOTS, the amount of such funds constituting EATs, the amount of such funds constituting Dedicated Municipal Revenues, the amount of such funds constituting CID Revenues and the amount of such funds constituting TDD Revenues. The City hereby pledges to the timely payment of all amounts due and owing under the Indenture all PILOTS, all EATs (subject to annual appropriation), all Dedicated Municipal Revenues (subject to annual appropriation), all CID Revenues (subject to annual appropriation by the CID), and all TDD Revenues (subject to appropriation by the TDD).

(b) The City hereby consents to and authorizes the Authority to cause the Trustee to apply the MODESA Local Revenues, New State Revenues, Dedicated Municipal Revenues, CID Revenues and TDD Revenues from the Revenue Fund pursuant to Section 402 of the Indenture.

**Section 4.2. Obligations of City Hereunder Unconditional.** The City covenants and agrees with and for the express benefit of the Authority and the Owners of the Bonds that it will pay all MODESA Local Revenues, New State Revenues, Dedicated Municipal Revenues, CID Revenues and TDD Revenues pursuant to Section 4.1 hereof and perform its obligations, covenants and agreements under this Financing Agreement, without notice or demand, and without abatement, deduction, setoff, counterclaim, recoupment or defense or any right of termination or cancellation arising from any circumstances whatsoever, whether now existing or hereafter arising, and regardless of any change in the tax or other law of the United States of America, the State or any political subdivision of either thereof, any change in the Authority's legal organization or status, or any default of the Authority hereunder, and regardless of the invalidity of any action of the Authority, and regardless of the invalidity of any portion of this Financing Agreement, and, to the extent permitted by law, the City hereby waives the provisions of any statute or other law now or hereafter in effect contrary to any of its obligations, covenants or agreements under this Financing Agreement or which releases or purports to release the City therefrom. Nothing in this Financing Agreement shall be construed as a waiver by the City of any rights or claims the City may have against the Authority under this Financing Agreement or otherwise, but any recovery upon such rights or claims shall be had from the Authority separately, it being the intent of this Financing Agreement that the City shall be unconditionally and absolutely obligated to perform fully all of its obligations, agreements and covenants under this Financing Agreement for the benefit of the Owners of the Bonds.

**Section 4.3. Assignment of Authority's Rights.** Under the Indenture, the Authority will, as additional security for the

Bonds, assign, transfer, pledge and grant a security interest in its rights under this Financing Agreement to the Trustee. The Trustee is hereby given the right to enforce, either jointly with the Authority or separately, the performance of the obligations of the City, and the City hereby consents to the same and agrees that the Trustee may enforce such rights as payments required hereunder directly to the Trustee. This Financing Agreement recognizes that the Trustee is a third party creditor-beneficiary hereof.

#### ARTICLE V COVENANTS OF THE CITY

**Section 5.1. Covenant to Request Appropriations.** The City covenants and agrees that the Comptroller is hereby directed to include in the budget proposal submitted to the Board of Aldermen of the City for each Fiscal Year that the Bonds are Outstanding a request for an appropriation of the EATs and Dedicated Municipal Revenues for transfer to the Trustee for deposit in the Revenue Fund at the times and in the manner provided in **Section 4.1** hereof. All funds appropriated as the result of such a request shall be transferred by the City to the Trustee for deposit in the Revenue Fund at the times and in the manner provided in **Section 4.1** hereof.

**Section 5.2. Assignment of Financing Agreement by City.** The City will not assign any of its right, title and interest in, to and under this Financing Agreement without the prior written consent of the Authority.

**Section 5.3. Collection of PILOTs, EATs and Dedicated Municipal Revenues.** The City shall, at the expense of the Trust Estate, (a) take all lawful action within its control to cause the Assessor of the City of St. Louis, Missouri, to assess the real property and improvements within the Development Area at the times and in the manner required by MoDESA, and (b) take such lawful action within its control as may be required to cause the Collector of Revenue of the City of St. Louis, Missouri, and all other persons to pay all Dedicated Municipal Revenues and to pay all MoDESA Local Revenues and all New State Revenues which are payable into the Special Allocation Fund under MoDESA.

**Section 5.4. Collection of CID Revenues and TDD Revenues.** The City shall take all lawful action within its control to cause the CID Revenues to be remitted by the CID, the TDD Revenues to be remitted by the TDD, and distributed in the manner set forth in the Cooperation Agreement.

**Section 5.5. Enforcement of Agreements.**

(a) The City shall enforce the provisions of the Development Agreement and Cooperation Agreement in such manner as the City deems prudent and advisable in its good faith discretion. The City may enforce all appropriate available remedies thereunder, including particularly any actual, agreed or liquidated damages for failure to perform under the Development Agreement, and shall transfer to the Trustee for deposit to the Revenue Fund all sums received on account of such damages.

(b) The City shall notify the Trustee in writing as to any breach of the Development Agreement that could reasonably be expected to result in a material reduction of MoDESA Local Revenues or New State Revenues generated from the Development Agreement, and at the time of such notification the City shall also advise the Trustee what action the City proposes to take in enforcing available remedies. If, in the judgment of the Trustee, being advised by counsel, such action is less likely to be effective than some other or additional action, the Trustee shall so advise the City promptly in writing. If, within thirty (30) days following advice by the Trustee that some additional or other action would be more effective, the City has not taken such other or additional action, and the Trustee has not, after consultation with the City, withdrawn such advice, upon receipt of indemnification satisfactory to it, the Trustee is hereby authorized to take such action, whether the action was suggested by the Trustee or otherwise, as the Trustee, being advised by counsel, may deem most expedient and in the interest of the Owners of the Bonds. In furtherance of the rights granted to the Trustee by this Section, the City hereby assigns to the Trustee all of the rights it may have in the enforcement of the Development Agreement, further authorizing the Trustee in its own name or in the name of the City to bring such actions, employ such counsel, execute such documents and do such other things as may in the judgment of the Trustee be necessary or appropriate under the circumstance at the expense of the Trust Estate.

(c) The City shall notify the Trustee in writing as to any breach of the Cooperation Agreement that could reasonably be expected to result in a material reduction of CID Revenues or TDD Revenues generated from the Cooperation Agreement, and at the time of such notification the City shall also advise the Trustee what action the City proposes to take in enforcing available remedies. If, in the judgment of the Trustee, being advised by counsel, such action is less likely to be effective than some other or additional action, the Trustee shall so advise the City promptly in writing. If, within thirty (30) days following advice by the Trustee that some additional or other action would be more effective, the City has not taken such other or additional action, and the Trustee has not, after consultation with the City, withdrawn such advice, upon receipt of indemnification satisfactory to it, the Trustee is hereby authorized to take such action, whether the action was suggested by the Trustee or otherwise, as the Trustee, being advised by counsel, may deem most expedient and in the interest of the Owners of the Bonds. In furtherance of the rights granted to the Trustee by this Section, the City hereby assigns to the Trustee all of the rights it may have in the enforcement of the Cooperation Agreement, further authorizing the Trustee in its own name or in the name of the City to bring such actions, employ such counsel, execute such documents and do such other things as may in the judgment of the Trustee be necessary or appropriate under the circumstance at the expense of the Trust Estate.

(d) The City shall not modify, amend or waive any provision of the Development Agreement or Cooperation Agreement without the prior written consent of the Trustee, whose consent shall not be unreasonably withheld or delayed. The Trustee may withhold its consent to any such proposed modification, amendment or waiver of the Development Agreement or Cooperation Agreement if the proposed modification, amendment or waiver may, in the sole judgment of the Trustee, being advised by counsel,

adversely affect the security for the Bonds or the interests of the Owners thereof or may adversely affect the exclusion of interest on the Bonds from gross income of the Owners thereof for federal income tax purposes or as may impose additional duties on the Trustee that were not contemplated upon the original execution of the Indenture.

**Section 5.6 Information to be Provided.**

(a) The City shall promptly, and in any event within one hundred eighty (180) days after the end of each Fiscal Year of the City, provide to the Trustee and the Underwriter copies of the annual and five-year reports prepared by the City in accordance with the Act.

(b) The City shall within thirty (30) days after the end of each Fiscal Year of the City provide to the Trustee and the Underwriter an accounting of the MODESA Local Revenues, New State Revenues, Dedicated Municipal Revenues, CID Revenues and TDD Revenues received during such Fiscal Year.

**ARTICLE VI  
PARTICULAR COVENANTS**

**Section 6.1. Indemnification.**

(a) To the extent permitted by law, the City releases the Authority and the Trustee, the Trustee's officials, officers, shareholders, employees, directors, attorneys and agents from, agrees that the Authority and the Trustee shall not be liable for, and indemnifies the Authority and the Trustee against, all liabilities, losses, damages (including attorneys' fees and expenses), causes of action (including negligent acts), suits, claims, costs and expenses, demands and judgments of any nature imposed upon or asserted against the Authority or the Trustee without negligence or willful misconduct on the part of the Authority and the Trustee on account of: (i) any breach or default on the part of the City in the performance of any covenant or agreement of the City under this Financing Agreement, the City Documents or any related document, or arising from any act or failure to act by the City, or any of its agents, contractors, servants, employees or licensees; (ii) the provision of any information furnished by the City in connection with the authorization, issuance and sale of the Bonds or arising from (1) any errors or omissions of the City such that the Bonds, when delivered to the Owners, are not validly issued and binding obligations of the Authority or (2) any fraud or misrepresentations or omissions contained in the proceedings of the Authority or the Trustee furnished by or attributable to the City relating to the issuance of the Bonds or pertaining to the financial condition of the City which, if known to the original purchaser of the Bonds, might reasonably be considered a material factor in its decision to purchase the Bonds; and (iii) any claim or action or proceeding with respect to the matters set forth in clauses (i) and (ii) above brought thereon.

(b) In case any action or proceeding is brought against the Authority or the Trustee in respect of which indemnity may be sought hereunder, the party seeking indemnity shall promptly give notice of that action or proceeding to the City, and the City upon receipt of that notice shall have the obligation and the right to assume the defense of the action or proceeding; provided, that failure of a party to give that notice shall not relieve the City from any of its obligations under this Section unless that failure prejudices the defense of the action or proceeding by the City. At its own expense, an indemnified party may employ separate legal counsel and participate in the defense, provided that such expense shall be payable by the City if such employment results from a conflict of interest on the part of counsel selected by the City or such counsel shall fail to actively and competently pursue a defense. The City shall not be liable for any settlement without its consent.

(c) The indemnification set forth above is intended to and shall include the indemnification of all affected officials, directors, officers, attorneys, accountants, financial advisors, staff and employees of the Authority and the Trustee, respectively. That indemnification is intended to and shall be enforceable by the Authority and the Trustee, respectively, to the full extent permitted by law.

**Section 6.2. Further Assurances and Corrective Instruments.** Subject to the Indenture, the Authority and the City from time to time will execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, supplemental Financing Agreements and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Development Area and for carrying out the intention or facilitating the performance of this Financing Agreement.

**Section 6.3. Litigation Notice.** The City shall give the Authority and the Trustee prompt notice of any action, suit or proceeding by it or against it at law or in equity, or before any governmental instrumentality or agency, or of any of the same which may be threatened, which, if adversely determined, would materially impair the ability of the City to perform its obligations hereunder, or would materially and adversely affect its business, operations, properties, assets or condition. Within one Business Day after the filing by or against the City of a petition in bankruptcy, the City shall notify the Trustee in writing as to the occurrence of such filing.

**Section 6.4. Continuing Disclosure.** Pursuant to the Bond Ordinance, the Mayor of the City is authorized to enter into the Continuing Disclosure Agreement under which the City covenants and agrees that it will provide continuing disclosure with respect to the Bonds upon the terms and conditions set forth in the Continuing Disclosure Agreement with such changes, deletions and additions therein as shall be approved by the Mayor, which officer is authorized to execute the Continuing Disclosure Agreement for and on behalf of the City, such officer's signature thereon being conclusive evidence of his approval thereof. A default under the Continuing Disclosure Agreement shall not constitute a default under this Financing Agreement or the Indenture.

**ARTICLE VII  
ASSIGNMENT OF AUTHORITY'S RIGHTS UNDER FINANCING AGREEMENT**

**Section 7.1. Assignment by the Authority.** The Authority, by means of the Indenture and as security for the payment of the principal and redemption premium, if any, and interest on the Bonds, will assign, pledge and grant a security interest in certain of its rights, title and interests in, to and under this Financing Agreement, including MODESA Local Revenues, New State Revenues, Dedicated Municipal Revenues, CID Revenues, TDD Revenues and other revenues, moneys and receipts received by it pursuant to this Financing Agreement, to the Trustee.

**Section 7.2. Restriction on Transfer of Authority's Rights.** The Authority will not sell, assign, transfer or convey its interests in this Financing Agreement except pursuant to the Indenture or this Financing Agreement.

**ARTICLE VIII  
EVENTS OF DEFAULT AND REMEDIES**

**Section 8.1. Events of Default Defined.** The term "*Event of Default*" or "*Default*" means any one or more of the following events:

(a) Failure by the City to make timely payment of any MODESA Local Revenues, New State Revenues, Dedicated Municipal Revenues, CID Revenues and TDD Revenues when due.

(b) Failure by the City to make a timely request for appropriations of EATs or Dedicated Municipal Revenues when due, pursuant to **Section 5.1**.

(c) Failure by the City to observe and perform any covenant, condition or agreement on the part of the City under this Financing Agreement or the Indenture, other than as referred to in subsection (a) of this Section, for a period of sixty (60) days after written notice of such default has been given to the City by the Authority or the Trustee during which time such default is neither cured by the City nor waived in writing by the Authority and the Trustee, provided that, if the failure stated in the notice cannot be corrected within said 60-day period, the Authority and the Trustee may consent in writing to an extension of such time prior to its expiration and the Authority and the Trustee will not unreasonably withhold their consent to such an extension if corrective action is instituted by the City within the 60-day period and diligently pursued to completion and if such consent, in their judgment, does not materially adversely affect the interests of the Owners.

(d) Any material representation or warranty by the City herein or in any certificate or other instrument delivered under or pursuant to this Financing Agreement or the Indenture or in connection with the financing of the Project shall prove to have been false, incorrect, misleading or breached in any material respect on the date when made, unless waived in writing by the Authority and the Trustee.

(e) The Indenture at any time shall prove not to be a valid, binding and enforceable agreement of the Authority or a valid assignment of the rights of the Authority pursuant to **Section 7.1** hereof, purportedly assigned under the Indenture and effective to vest in the Trustee all such rights of the Authority in, to and under this Financing Agreement, including the right to enforce this Financing Agreement in accordance with its terms.

(f) The filing by the City of a voluntary petition in bankruptcy, or failure by the City to promptly lift any execution, garnishment or attachment of such consequence as would impair the ability of the City to carry on its operation, or adjudication of the City as bankrupt, or assignment by the City for the benefit of creditors, or the entry by the City into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of a petition applicable to the City in any proceedings instituted under the provisions of federal bankruptcy law, or under any similar acts which may hereafter be enacted.

**Section 8.2. Remedies on Default.** Whenever any Event of Default has occurred and is continuing, the Trustee, as the assignee of the Authority, may pursue any available remedy at law or equity by suit, action, mandamus or other proceeding to enforce the payment of the MODESA Local Revenues, New State Revenues, Dedicated Municipal Revenues, CID Revenues and TDD Revenues pursuant to Section 4.1 hereof, and to enforce and compel the performance of the duties and obligations of the City as herein set forth; provided, however, that such remedy may be satisfied solely from the MODESA Local Revenues, New State Revenues, Dedicated Municipal Revenues, CID Revenues and TDD Revenues, respectively, and from no other source. If the principal of all Bonds then Outstanding and the interest accrued thereon has been declared immediately due and payable pursuant to the provisions of Section 702 of the Indenture, all MODESA Local Revenues and New State Revenues (already on deposit in the Special Allocation Fund), all Dedicated Municipal Revenues (subject to annual appropriation) and all CID Revenues and TDD Revenues (held by the City in accordance with the Cooperation Agreement and subject to annual appropriation by the CID and the TDD, respectively) shall become immediately due and payable without any further act or action on the part of the Authority or the Trustee.

Any amount collected pursuant to action taken under this Section shall be paid to the Trustee and applied, first, to the payment of any reasonable costs, expenses and fees incurred by the Authority or the Trustee as a result of taking such action and, next, any balance shall be deposited into the Revenue Fund and applied in accordance with the Indenture.

Notwithstanding the foregoing, the Trustee shall not be obligated to take any step that in its opinion will or might cause it to expend time or money or otherwise incur liability, unless and until satisfactory indemnity has been furnished to the Trustee at no cost or expense to the Trustee.

If any covenant, condition or agreement contained in this Financing Agreement is breached or any Event of Default has occurred and such breach or Event of Default is thereafter waived by the Trustee, such waiver shall be limited to such particular breach or Event of Default.

**Section 8.3. No Remedy Exclusive.** No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Financing Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon Default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Trustee to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be herein expressly required.

**Section 8.4. Authority and City to Give Notice of Default.** The Authority and the City shall each promptly give to the Trustee written notice of any Default of which the Authority or the City, as the case may be, shall have actual knowledge or written notice, but neither the Authority nor the City shall be liable for failing to give such notice.

**Section 8.5 Remedial Rights Assigned to the Trustee.** Upon the execution and delivery of the Indenture, the Authority will thereby have assigned to the Trustee all rights and remedies conferred upon or reserved to the Authority by this Financing Agreement. The Trustee shall have the exclusive right to exercise such rights and remedies conferred upon or reserved to the Authority by this Financing Agreement in the same manner and to the same extent, but under the limitations and conditions imposed thereby and hereby. The Trustee and the Owners shall be deemed third party creditor beneficiaries of all representations, warranties, covenants and agreements contained herein.

#### ARTICLE IX PREPAYMENT AND ACCELERATION OF PAYMENTS

**Section 9.1. Prepayment at the Option of the City.** Upon the exercise by the City of its option to cause the Bonds or any portion thereof to be redeemed pursuant to Section 302(a) of the Indenture, the City shall provide funds sufficient to refund in whole or in part at the times and at the prepayment prices sufficient to redeem all or a corresponding portion of the Bonds then Outstanding in accordance with said paragraph. At the written direction of the City, such prepayments shall be applied to the redemption of the Bonds in whole or in part in accordance with said paragraph.

**Section 9.2 Notice of Prepayment.** To exercise an option granted by Section 9.1 hereof, the City shall give written notice to the Authority and the Trustee which shall specify therein the date upon which a prepayment of MODESA Local Revenues, New State Revenues, Dedicated Municipal Revenues, CID Revenues and TDD Revenues or other available moneys will be made, which date shall be not less than forty-five (45) days from the date the notice is received by the Trustee, unless as shorter period is agreed to by the Trustee. In the Indenture, the Authority has directed the Trustee to forthwith take all steps (other than the payment of the money required to redeem the Bonds) necessary under the applicable provisions of the Indenture to effect any redemption of the then Outstanding Bonds, in whole or in part, pursuant to Section 302 of the Indenture.

**Section 9.3. Precedence of this Article.** The rights, options and obligations of the City set forth in this Article may be exercised or shall be fulfilled, as the case may be, whether or not an Event of Default exists hereunder, provided that such Event of Default will not result in nonfulfillment of any condition to the exercise of any such right or option and provided further that no amounts payable pursuant to this Financing Agreement shall be prepaid in part during the continuance of an Event of Default described in **Section 8.1(a)** hereof.

#### ARTICLE X MISCELLANEOUS

**Section 10.1. Authorized Representatives.** Whenever under this Financing Agreement the approval of the Authority is required or the Authority is required or permitted to take some action, such approval shall be given or such action shall be taken by an Authorized Authority Representative, and the City and the Trustee shall be authorized to act on any such approval or action.

Whenever under this Financing Agreement the approval of the City is required or the City is required or permitted to take some action, such approval shall be given or such action shall be taken by an Authorized City Representative, and the Authority and the Trustee shall be authorized to act on any such approval or action.

**Section 10.2. Term of Financing Agreement.** This Financing Agreement shall be effective from and after its execution and delivery and shall continue in full force and effect until the principal of and interest on all the Bonds have been paid in accordance with their terms or provision has been made for such payment, and provision also has been made for paying all other sums payable hereunder and under the Indenture, and the Indenture is deemed to be satisfied and discharged, within the meaning of Article IX of the Indenture. All agreements, covenants, representations and certifications by the City as to all matters affecting the tax-exempt status of the interest on the Bonds and the indemnifications provided by Section 6.1 shall survive the termination of this Financing Agreement.

**Section 10.3. Notices.** It shall be sufficient service of any notice, request, complaint, demand or other paper required by this Financing Agreement to be given to or filed with the Authority, the Trustee or the City if the same is duly mailed by registered or certified mail, postage pre-paid, return receipt requested, or sent by telegram, teletype or telex or other similar communication,

or when given by telephone, confirmed in writing on the same day, addressed as provided in Section 1102 of the Indenture, provided that notices to the Trustee shall be effective only upon receipt, as specified in Section 1102 of the Indenture. Notice to the Owners shall be given, if necessary, in the manner provided in Section 1102 of the Indenture. A duplicate copy of each notice, certificate or other communication given hereunder to any party mentioned in said Section 1102 shall be given to all other parties mentioned therein (other than the Owners unless a copy is required to be furnished to them by other provisions of this Financing Agreement). The Authority and the City or the Trustee may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent to it.

**Section 10.4. Performance Date Not a Business Day.** If the last day for performance of any act or the exercising of any right, as provided in this Financing Agreement, shall not be a Business Day, such payment may be made or act performed or right exercised on the next succeeding Business Day.

**Section 10.5. Binding Effect.** This Financing Agreement shall inure to the benefit of and shall be binding upon the Authority, the City and their respective successors and assigns, subject to the provisions contained in **Section 5.2**.

**Section 10.6. Amendments, Changes and Modifications.** Except as otherwise provided in this Financing Agreement or in the Indenture, during the term of this Financing Agreement as provided in Section 10.2 hereof, this Financing Agreement may not be effectively amended, changed, modified, altered or terminated without the concurring written consent of the Trustee.

**Section 10.7. Execution in Counterparts.** This Financing Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument; provided, however, that for purposes of Article 9 of the Uniform Commercial Code of the State, no security interest in this Financing Agreement may be created by the transfer or possession of any counterpart hereof other than the counterpart containing the receipt therefor executed by the Trustee on or immediately following the signature page hereof delivered, pledged and assigned to the Trustee.

**Section 10.8. No Pecuniary Liability.** No provision, representation, covenant or agreement contained in this Financing Agreement or in the Indenture, the 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 a pecuniary liability (except to the extent of any loan repayments, revenues and receipts derived by the Authority pursuant to this Financing Agreement). No provision hereof shall be construed to impose a charge against the general credit of the Authority or any personal or pecuniary liability upon any director, official or employee of the Authority.

**Section 10.9. Extent of Covenants of the Authority and the City; No Personal or Pecuniary Liability.** All covenants, obligations and agreements of the Authority and City contained in this Financing Agreement and all covenants, obligations and agreements of the Authority contained in the Indenture shall be effective to the extent authorized and permitted by applicable law. No such covenant, obligation or agreement shall be effective except to the extent authorized and permitted by applicable law. No such covenant, obligation or agreement shall be deemed to be a covenant, obligation or agreement of any present or future member, officer, agent or employee of the Authority and City in other than his official capacity, and no official of the Authority executing the Bonds shall be liable personally on the Bonds or be subject to any personal liability or accountability by reason of the issuance thereof by reason of the covenants, obligations or agreement of the Authority and City contained in this Financing Agreement or in the Indenture. No provision, covenant or agreement contained in this Financing Agreement, the Indenture or the Bonds, or any obligation herein or therein imposed upon the Authority or the City, or the breach thereof, shall constitute or give rise to or impose upon the Authority or the City a pecuniary liability or a charge upon the general credit or taxing powers of the State or any political subdivision thereof.

**Section 10.10 Severability.** If any provision of this Financing Agreement, or any covenant, stipulation, obligation, agreement, act or action, or part thereof made, assumed, entered into or taken thereunder, or any application of such provision, is for any reason held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Financing Agreement or any other covenant, stipulation, obligation, agreement, act or action, or part thereof, made, assumed, entered into, or taken, each of which shall be construed and enforced as if such illegal or invalid portion were not contained herein. Such illegality or invalidity of any application thereof shall not affect any legal and valid application thereof, and each such provision, covenant, stipulation, obligation, agreement, act or action, or part thereof, shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

**Section 10.11. Governing Law.** This Financing Agreement shall be governed by and construed in accordance with the laws of the State.

[The remainder of this page is intentionally left blank.]

**IN WITNESS WHEREOF,** The Industrial Development Authority of the City of St. Louis, Missouri, has caused these presents to be signed in its name and behalf and its corporate seal to be hereunto affixed and attested by its duly authorized officers, all as of the day and year first above written.

**THE INDUSTRIAL DEVELOPMENT AUTHORITY OF  
THE CITY OF ST. LOUIS, MISSOURI**

By: \_\_\_\_\_  
Rodney Crim, Executive Director

[SEAL]

ATTEST:

By: \_\_\_\_\_  
Patrick Bannister, Assistant Secretary

**IN WITNESS WHEREOF**, the City of St. Louis, Missouri, has caused these presents to be signed in its name and behalf and its corporate seal to be hereunto affixed and attested by its duly elected officials and/or authorized officers, all as of the day and year first above written.

**CITY OF ST. LOUIS, MISSOURI**

By: \_\_\_\_\_  
Francis G. Slay  
Mayor

By: \_\_\_\_\_  
Darlene Green  
Comptroller

APPROVED AS TO FORM

\_\_\_\_\_  
Patricia Hageman  
City Counselor

ATTEST:

\_\_\_\_\_  
Parrie L. May  
Register

**EXHIBIT A**

**FORM OF MONTHLY REPORT**

[Date]


Re: The Industrial Development Authority of the City of St. Louis, Missouri, Development Financing Revenue Bonds, Series 2007 (Ballpark Village Development Project)

Ladies and Gentlemen:

Please be advised that during the month of \_\_\_\_\_, [year], the City of St. Louis, Missouri received the following MoDESA Revenues, Municipal Revenues, CID Revenues and TDD Revenues:

<u>Revenue Source</u>	<u>Amount</u>	<u>Account</u>
EATs	\$	EATs Account of Revenue Fund
PILOTs		PILOTs Account of Revenue Fund
Municipal Revenues		Municipal Revenues Account of Revenue Fund
CID Revenues		CID Revenues Account of Revenue Fund
TDD Revenues		TDD Revenues Account of Revenue Fund
<b>Total Revenues</b>	<b>\$ _____</b>	

All moneys so received, totaling \$ \_\_\_\_\_ have been transferred to [ \_\_\_\_\_ ], as Trustee (the "Trustee") under the Trust Indenture dated as of February 1, 2007 between the Trustee and The Industrial Development Authority of the City of St. Louis, Missouri. All capitalized terms not defined herein shall have the meanings ascribed for them in said Indenture.

## CITY OF ST. LOUIS, MISSOURI

By: \_\_\_\_\_  
 Authorized City Representative

**EXHIBIT B**  
**FORM OF CONTINUING DISCLOSURE AGREEMENT**  
**CONTINUING DISCLOSURE AGREEMENT**

This Continuing Disclosure Agreement dated as of February 1, 2007 (the "**Disclosure Agreement**") is executed and delivered by the **CITY OF ST. LOUIS, MISSOURI**, a home rule city and political subdivision duly organized and existing under the laws of the State of Missouri (the "**City**") and [\_\_\_\_], a national banking association, as dissemination agent (the "**Dissemination Agent**") in connection with the issuance by The Industrial Development Authority of the City of St. Louis, Missouri, a public corporation organized and existing under the laws of the State of Missouri (the "**Authority**") of its Development Financing Revenue Bonds, Series 2007 (Ballpark Village Development Project) in the aggregate principal amount of \$[PP] (the "**Bonds**"). The Bonds are being issued pursuant to the constitution and laws of the State of Missouri and a Trust Indenture dated as of February 1, 2007 between the Authority and [\_\_\_\_], as Trustee (the "**Indenture**"), for the purpose of (a) funding the Development Project, (b) funding capitalized interest on the Bonds, (c) funding reserve funds for the Bonds, and (d) paying the costs of issuance of the Bonds, as more fully described herein and in the Indenture. The City and the Trustee covenant and agree as follows:

**Section 1. Purpose of the Disclosure Agreement.** This Disclosure Agreement is being executed and delivered by the City and the Dissemination Agent for the benefit of the Owners and Beneficial Owners of the Bonds and in order to assist the Participating Underwriter in complying with the requirements of the Rule. The City has determined that the City is the only "obligated person" with responsibility for continuing disclosure within the meaning of the Rule. The City acknowledges that although the Ballpark Village Transportation Development District (the "**TDD**") and the Ballpark Village Community Improvement District (the "**CID**") are each an "obligated person" within the meaning of the Rule, the City has assumed responsibility for obtaining from the TDD and the CID, and the TDD and CID have covenanted in their respective Closing Certificates to provide to the City, a copy of each respective annual audited financial statements so as to enable the City to provide the information required pursuant to **Section 3(a)**.

**Section 2. Definitions.** In addition to the definitions set forth in the Indenture which apply to any capitalized term used in this Disclosure Agreement unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

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

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

"**Bond Counsel**" means [\_\_\_\_], St. Louis, Missouri, or other attorneys or firm of attorneys with a nationally recognized standing in the field of municipal bond financing selected by the City.

"**Central Post Office**" means DisclosureUSA, any successor thereto, or any other conduit entity recognized, authorized or approved by the Securities and Exchange Commission for the submission of Annual Reports and any Notice of Material Event to the Repositories. The Central Post Office currently approved by the Securities and Exchange Commission is set forth on **Exhibit A**.

"**Disclosure Representative**" shall mean the City Register, on behalf of the City, or his or her successors or designees, or such other person as the City shall designate in writing to the Trustee from time to time.

"**Dissemination Agent**" shall mean [\_\_\_\_], acting in its capacity as Dissemination Agent hereunder, or any successor Dissemination Agent designated in writing by the City and which has filed with the Trustee a written acceptance of such designation if the Trustee is not the Dissemination Agent.

"**Financing Agreement**" means the Financing Agreement dated as of February 1, 2007, by and between the Authority and the City, and as amended from time to time in accordance with its terms.

"**Listed Events**" shall mean any of the events listed in **Section 4(a)** of this Disclosure Agreement.

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

"**Notice of Material Event**" shall mean any notice provided pursuant to **Section 4(f)**.

"**Participating Underwriter**" shall mean the original underwriters of the Bonds required to comply with the Rule in

connection with offering of the Bonds.

“Repository” shall mean each National Repository and each State Repository.

“Rule” shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

“State” shall mean the State of Missouri.

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

**Section 3. Provision of Annual Reports.**

(a) The City shall, or shall cause the Dissemination Agent to, not later than one hundred eighty (180) days after the end of the City’s fiscal year (which currently ends June 30 of each year), commencing with the report for the fiscal year ending June 30, 20[07], provide to any person who requests it and to each National Repository and the State Repository, if any, the following financial information and operational data (the Annual Report”):

- (i) the City’s audited financial statements for the City’s most recently ended fiscal year and the TDD’s and CID’s unaudited financial statements (audited when required by law) for the TDD’s and CID’s most recently ended fiscal year, prepared in accordance with standards as promulgated from time to time by the Government Accounting Standards Board. If such audited financial statements are not then available, the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the final Official Statement and the audited financial statements shall be filed in the same manner as the Annual Report when they become available;
- (ii) If received by the City upon written request made of Ballpark Village Holding Company, LLC, or any successor thereto as owner of the Development Project, the information set forth in the “[ ]” section(s) of the final Official Statement related to the Bonds in substantially the same format as in the “[ ]” sections of the Official Statement.

(b) Requests for copies of the Annual Report and notices of material events should be addressed to:


(c) The Annual Report may be made available or submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4(d) of this Disclosure Agreement; provided that the audited financial statements of the City may be made available or submitted separately from the balance of the Annual Report and later than the date required above for the filing of the Annual Report if they are not available by that date. If the City’s fiscal year changes, it shall give notice of such change in the same manner as a Notice of Material Event under **Section 4(f)**.

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

(e) Not later than fifteen (15) Business Days prior to the date specified in subsection (a) of this Section for making available or providing the Annual Report to any person who requests it and to each National Repository and the State Repository, if any, the City shall provide its audited financial statements (if then available), the TDD’s and the CID’s unaudited financial statements and the remainder of the Annual Report to the Dissemination Agent and the Trustee (if the Trustee is not the Dissemination Agent). If by such date the Dissemination Agent has not received a copy of the Annual Report, the Dissemination Agent shall contact the City and request that the City comply with the first sentence of this subsection (e).

(f) If the Dissemination Agent has not received an Annual Report by the date required in subsection (e) of this Section, the Dissemination Agent shall so notify (i) each National Repository or to the Municipal Securities Rulemaking Board and the State Repository, if any, (ii) the City, (iii) the Participating Underwriter, and (iv) the Trustee (if the Trustee is not the Dissemination Agent).

(g) The Dissemination Agent shall:

- 1. determine each year prior to the date for providing the Annual Report the name and address of each National Repository and the State Repository, if any; and

2. provide notice to the City, and the Trustee (if the Trustee is not the Dissemination Agent) certifying that the Annual Report has been filed with each National Repository and the State Repository, if any; and
3. provide a copy of the Annual Report to any person who requests it pursuant to subsection (b) above.

**Section 4. Reporting of Significant Events.**

(a) Pursuant to the provisions of this Section, the City shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds, if material:

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

(b) The Dissemination Agent shall, within one (1) Business Day of obtaining actual knowledge of the occurrence of any of the Listed Events contact the Disclosure Representative, inform such person of the event, and request that the City promptly notify the Dissemination Agent in writing whether or not to report the event pursuant to **subsection (f)** of this Section. For the purpose of this Disclosure Agreement, “actual knowledge” of the Listed Events shall mean knowledge by an officer of the Dissemination Agent with responsibility for matters related to this Disclosure Agreement.

(c) Whenever the City obtains knowledge of the occurrence of a Listed Event because of a notice from the Dissemination Agent pursuant to **subsection (b)** of this Section or otherwise, the City shall as soon as possible determine if such event would be material under applicable federal securities laws.

(d) If actual knowledge of the occurrence of a Listed Event would be material under applicable federal securities laws, the City shall promptly notify the Dissemination Agent in writing. Such notice shall instruct the Dissemination Agent to report the occurrence pursuant to **subsection (f)** of this Section.

(e) If in response to a request under **subsection (b)** of this Section, the City determines that the Listed Event would not be material under applicable federal securities laws, the City shall so notify the Dissemination Agent in writing and instruct the Dissemination Agent not to report the occurrence pursuant to **subsection (f)** of this Section.

(f) If the Dissemination Agent has been instructed by written notice from the City to report the occurrence of a Listed Event, the Dissemination Agent shall file a notice of such occurrence (each a “*Notice of Material Event*”) with each National Repository or with the Municipal Securities Rulemaking Board and the State Repository, if any, with a copy to the City, the Trustee, and the Participating Underwriter. Notwithstanding the foregoing, a Notice of Material Events with respect to the Listed Events described in **subsection (a)(8)** or **(a)(9)** of this Section need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to the Beneficial Owners of affected Bonds pursuant to the Indenture.

**Section 5. Central Post Office.** The City authorizes and directs the Dissemination Agent to use the Central Post Office for the submission of Annual Reports and Notices of Material Event for so long as there is any Central Post Office recognized, authorized or approved by the Securities and Exchange Commission. Submission of an Annual Report or a Notice of Listed Event by the City or the Dissemination Agent to the Central Post Office shall be deemed to satisfy the Dissemination Agent’s obligations under this Continuing Disclosure Agreement with respect to that Annual Report or Notice of Material Event unless the City has actual notice that the Central Post Office has failed to deliver the Annual Report or Notice of Material Event to the Repositories.

**Section 6. Termination of Reporting Obligation.** The City’s obligations under this Disclosure Agreement shall terminate upon the defeasance, prior redemption or payment in full of all of the Bonds. This Disclosure Agreement shall also terminate upon (i) the Rule being withdrawn, retroactively repealed, or having been found by a court of competent jurisdiction to be invalid in a non-appealable action; or (ii) receipt by the Dissemination Agent, the Trustee (if the Trustee is not the Dissemination Agent) and the City of an opinion of Bond Counsel to the effect that the Rule is no longer applicable to the Bonds. If the City’s obligations under the Financing Agreement are assumed in full by some other entity, such person shall be responsible for compliance with this Disclosure Agreement in the same manner as if it were the City and the City shall have no further responsibility hereunder. If such termination or substitution occurs prior to the final maturity of the Bonds, the City shall give notice of such termination or substitution in the same manner as for a Notice of Material Event under **Section 4(a)**. Notwithstanding the foregoing, the obligations of the City contained in **Section 11** hereof shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

**Section 7. Dissemination Agent.** The City may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Agreement, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent shall not be responsible in any manner for the content of any

notice or report prepared by the City pursuant to this Disclosure Agreement. The Dissemination Agent may resign at any time by providing thirty (30) days' written notice to the City. The Dissemination Agent shall also have no duty or obligation to determine the materiality of a Listed Event and shall not be deemed to be acting in any fiduciary capacity for the City, any Beneficial Owner or any other party. If at any time there is not any other designated Dissemination Agent, the Trustee shall be the Dissemination Agent. The initial Dissemination Agent shall be [\_\_\_\_\_].

**Section 8. Amendment; Waiver.** Notwithstanding any other provision of this Disclosure Agreement, the City and the Dissemination Agent may amend this Disclosure Agreement (and the approval of an amendment by the Dissemination Agent shall not be unreasonably withheld) and any provision of this Disclosure Agreement may be waived, provided Bond Counsel provides the Dissemination Agent and the City with its opinion that the undertaking of the City, as so amended or after giving effect to such waiver, is in compliance with the Rule and all current amendments thereto and interpretations thereof that are applicable to this Disclosure Agreement.

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

**Section 9. Additional Information.** Nothing in this Disclosure Agreement shall be deemed to prevent the City from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in any Annual Report or Notice of Material Event, in addition to that which is required by this Disclosure Agreement. If the City chooses to include any information in any Annual Report or Notice of Material Event, in addition to that which is specifically required by this Disclosure Agreement, the City shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Report or Notice of Material Event.

**Section 10. Default.** In the event of a failure of the City or the Dissemination Agent to comply with any provision of this Disclosure Agreement, the Dissemination Agent or the Trustee may (and, at the request of any Participating Underwriter or the Beneficial Owners of at least twenty-five percent (25%) aggregate principal amount of Outstanding Bonds and indemnified for its costs, shall), or any Owner or Beneficial Owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City or the Dissemination Agent, as the case may be, to comply with its obligations under this Disclosure Agreement. A default under this Disclosure Agreement shall not be deemed an event of default under the Financing Agreement or the Indenture, and the sole remedy under this Disclosure Agreement in the event of any failure of the City or the Dissemination Agent to comply with this Disclosure Agreement shall be an action to compel performance.

**Section 11. Duties, Immunities and Liabilities of Trustee and Dissemination Agent.** Section 6.1 of the Financing Agreement is hereby made applicable to this Disclosure Agreement and the Dissemination Agent as if such article were (solely for this purpose) contained in this Disclosure Agreement. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement, and the City agrees, to the extent permitted under applicable law, to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including reasonable attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The Dissemination Agent shall have no responsibility for the City's failure to report a Listed Event to the Dissemination Agent. The obligations of the City under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds. No provision of this Disclosure Agreement shall be interpreted to limit, prohibit or affect any right of the City or the Trustee to provide notice to the Beneficial Owners of the Bonds or any other person pursuant to the terms of the Indenture.

**Section 12. Notices.** Any notices or communications to or among any of the parties to this Disclosure Agreement shall be given in the manner and to the addresses set forth for the City and the Trustee, and to the Dissemination Agent at the address set forth for the Trustee, in the Financing Agreement or Indenture. Any person may, by written notice to the other persons, designate a different address or telephone number(s) to which subsequent notices or communications should be sent.

**Section 13. Beneficiaries.** This Disclosure Agreement shall inure solely to the benefit of the City, the Trustee, the Dissemination Agent, the Participating Underwriter, and Owners and Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

**Section 14. Counterparts.** This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**Section 15. Governing Law.** This Disclosure Agreement shall be governed by the laws of the State applicable to contracts performed wholly therein and without reference to its choice of laws principles.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, [ \_\_\_\_\_ ], has caused this Continuing Disclosure Agreement to be signed in its name and on its behalf by one of its duly authorized officers as of the day first above written.

[ \_\_\_\_\_ ], as Dissemination Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, the City of St. Louis, Missouri, has caused these presents to be signed in its name and behalf and its corporate seal to be hereunto affixed and attested by its duly elected officials and/or authorized officers, all as of the day and year first above written.

**CITY OF ST. LOUIS, MISSOURI**

By: \_\_\_\_\_  
Francis G. Slay  
Mayor

[SEAL]

ATTEST:

By: \_\_\_\_\_  
Parrie May  
City Register

**ACKNOWLEDGEMENT OF OWNER**

Ballpark Village Holding Company, LLC (“Ballpark Village”), as owner of the Ballpark Village Project, acknowledges receipt of a copy of this Continuing Disclosure Agreement and agrees to update the information required under Section 3(a)(ii) herein to the City on an annual basis within sixty (60) days of the written request of the City; provided, however, Ballpark Village’s obligations hereunder shall terminate upon the sale or other conveyance of its interest in the Ballpark Village Project. Ballpark Village agrees to cause any purchaser or transferee of its interest in the Ballpark Village Project to execute and deliver to the City a written acknowledgement and agreement to update the information required under Section 3(a)(ii) herein to the City on an annual basis within sixty (60) days of the written request of the City (which acknowledgment and agreement shall be in form and substance similar to this Acknowledgment). In the event Ballpark Village (or any successor in ownership) fails to perform its obligations under this Acknowledgment, the sole remedy of the City shall be an action to compel performance. For purposes of Section 3(a)(ii), Ballpark Village’s address is Ballpark Village Holding Company, LLC, c/o The Cordish Company, 601 East Pratt St., 6th Floor, Baltimore, MD 21202, Attention: Blake Cordish.

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

By: \_\_\_\_\_  
\_\_\_\_\_

**EXHIBIT A**

This is a list of Nationally Recognized Municipal Securities Information Repositories (the “*National Repositories*”) as of September 27, 2006, the most recent modification of the Securities and Exchange Commission (“*SEC*”) website described below. This list may change from time to time. The Disclosure Certificate requires that information and notices be provided to each of the National Repositories and the State Repository, if any. This list should be checked for changes each time information or notice is to be provided. A current list of the National Repositories and the State Repository, if any, may be obtained from the SEC at its website at <http://www.sec.gov/info/municipal/nrmsir.htm>.

100 Business Park Drive  
Skillman, NJ 08558  
Phone: (609) 279-3225  
Fax: (609) 279-5962  
<http://www.bloomberg.com/markets/rates/municontacts.html>  
Email: Munis@Bloomberg.com

DPC Data Inc.  
One Executive Drive  
Fort Lee, NJ 07024  
Phone: (201) 346-0701  
Fax: (201) 947-0107  
<http://www.dpcdata.com>  
Email: nrmsir@dpcdata.com

FT Interactive Data  
Attn: NRMSIR  
100 William Street, 15th Floor  
New York, NY 10038

Standard & Poor's Securities Evaluations, Inc.  
55 Water Street  
45th Floor  
New York, NY 10041

Phone: 212-771-6999; 800-689-8466  
Fax: 212-771-7390  
<http://www.ftid.com>  
Email: NRMSIR@interactivedata.com

Phone: (212) 438-4595  
Fax: (212) 438-3975  
<http://www.disclosuredirectory.standardandpoors.com/>  
Email: nrmsir\_repository@sandp.com

Any notices to or filings with the National Repositories and the State Repository, if any, may be effected by sending the notice or filing to Disclosure USA, in accordance with its published procedures, for further submission by Disclosure USA to the Repositories, as follows:

For electronic submissions: [www.DisclosureUSA.org](http://www.DisclosureUSA.org)

For paper submissions  
(permitted only through December 31, 2007):

Mailing Address: Disclosure USA  
P.O. Box 684667  
Austin, Texas 78768-4667

Physical Address: Disclosure USA  
600 West 8th Street  
Austin, Texas 78701

**EXHIBIT C  
FORM OF TAX COMPLIANCE AGREEMENT**

**TAX COMPLIANCE AGREEMENT**

**among**

**CITY OF ST. LOUIS, MISSOURI**

**and**

**THE INDUSTRIAL DEVELOPMENT AUTHORITY OF THE  
CITY OF ST. LOUIS, MISSOURI**

**and**

**[\_\_\_\_\_] ,  
as Trustee**

**§ \_\_\_\_\_  
The Industrial Development Authority of the City of St. Louis, Missouri  
Development Financing Revenue Bonds  
Series 2007  
(Ballpark Village Development Project)**

**Dated as of \_\_\_\_\_ 1, 2007**

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Exhibit A - IRS Form 80308-G

**TAX COMPLIANCE AGREEMENT**

This **TAX COMPLIANCE AGREEMENT** (this “*Tax Agreement*”) is executed and delivered as of \_\_\_\_\_ 1, 2007, by and among the **CITY OF ST. LOUIS, MISSOURI** (the “*City*”), **THE INDUSTRIAL DEVELOPMENT AUTHORITY OF THE CITY OF ST. LOUIS, MISSOURI** (the “*Authority*”) and [\_\_\_\_\_] , as Trustee (the “*Trustee*”).

**RECITALS**

1. This Tax Agreement is being executed and delivered in connection with the issuance by the Authority of its Development Financing Revenue Bonds, Series 2007 (Ballpark Village Development Project) in an aggregate principal amount of \$[PP] (the “**Bonds**”), pursuant to a Resolution adopted by the Board of Directors of the Authority on [\_\_\_\_\_] , 2007 (the “**Bond Resolution**”), and that certain Trust Indenture dated as of the date hereof by and between the Authority and the Trustee (the “*Indenture*”), for the purpose of (i) funding the Development Project, (ii) funding capitalized interest on the Bonds, (iii) funding reserve funds for the Bonds, and (iv) paying the costs of issuance of the Bonds, as more fully described herein and in the Indenture.

2. The Internal Revenue Code of 1986, as amended (the “**Code**”), and the applicable regulations and rulings issued by the U.S. Treasury Department with respect thereto (the “**Regulations**”), impose certain limitations on the uses and investment of the Sale Proceeds and of certain other money relating to the Bonds and set forth the conditions under which interest on the Bonds will be excluded from gross income for federal income tax purposes.

3. The City, the Authority and the Trustee are executing this Tax Agreement in order to set forth certain representations, facts, expectations, terms and conditions relating to the use and investment of the Sale Proceeds and of certain other money relating thereto, in order to establish and maintain the exclusion of interest on the Bonds from gross income for federal income tax purposes and to provide guidance for complying with the arbitrage rebate provisions of Code §148(f).

**NOW, THEREFORE**, in consideration of the foregoing, and for the benefit of the holders of the Bonds, the City, the Authority and the Trustee represent, covenant and agree as follows:

**ARTICLE I  
DEFINITIONS**

**Section 1.1. Definitions of Words and Terms.** Except as otherwise provided herein or unless the context otherwise requires, capitalized words and terms used herein have the same meanings as set forth in Section 101 of the Indenture, and certain other words and phrases have the meanings assigned in Code §148 and the Regulations. In addition, the following words and terms used herein shall have the following meanings:

**“Authority”** means The Industrial Development Authority of the City of St. Louis, Missouri, and its successors and assigns.

**“Adjusted Gross Proceeds”** means the Gross Proceeds of the Bonds, reduced by amounts (1) in a Bona Fide Debt Service Fund or a reasonably required reserve or replacement fund, (2) that as of the Issue Date are not expected to be Gross Proceeds, but which arise after the end of the applicable spending period, and (3) representing grant repayments or sale or Investment proceeds of any purpose Investment.

**“Available Construction Proceeds”** means the sale proceeds of the Bonds, increased by (1) Investment earnings on the sale proceeds, (2) earnings on amounts in a reasonably required reserve or replacement fund allocable to the Bonds but not funded from the Bonds, and (3) earnings on such earnings, reduced by sale proceeds (A) in any reasonably required reserve fund or (B) used to pay issuance costs of the Bonds.

**“Bona Fide Debt Service Fund”** means a fund, which may include Bond proceeds, that (1) is used primarily to achieve a proper matching of revenues with principal and interest payments within each Bond Year; and (2) is depleted at least once each Bond Year, except for a reasonable carryover amount not to exceed the greater of (a) the earnings on the fund for the immediately preceding Bond Year, or (b) one-twelfth of the principal and interest payments on the Bonds for the immediately preceding Bond Year.

**“Bond” or “Bonds”** means any bond or bonds of the Authority’s Development Financing Revenue Bonds, Series 2007 (Ballpark Village Development Project), authenticated and delivered under and pursuant to the Indenture.

**“Bond Counsel”** means [\_\_\_\_\_], St. Louis, Missouri, or an attorney at law or a firm of attorneys of nationally recognized standing in matters pertaining to the tax-exempt nature of interest on obligations issued by states and their political subdivisions duly admitted to the practice of law before the highest court of any state of the United States of America or the District of Columbia, and which is selected by the City and is acceptable to the Authority and to the Trustee.

**“Bond Resolution”** means the resolution adopted by the Board of Directors of the Authority on [\_\_\_\_\_], authorizing the issuance of the Bonds pursuant to the Indenture for the purposes set forth in the Recitals hereof.

**“Bond Year”** means each one-year period (or shorter period for the first Bond Year) ending \_\_\_\_ 1 or such other one-year period as may be selected by the Authority.

**“CID Project”** means the CID Project as defined in the Development Agreement.

**“City”** means the City of St. Louis, Missouri, and its successors and assigns.

**“Code”** means the Internal Revenue Code of 1986, as amended.

**“Computation Date”** means each date on which arbitrage rebate for the Bonds is computed. The Authority may treat any date as a Computation Date, subject to the following limits:

- (a) the first rebate installment payment must be made for a Computation Date not later than 5 years after the Issue Date;
- (b) each subsequent rebate installment payment must be made for a Computation Date not later than five years after the previous Computation Date for which an installment payment was made; and
- (c) the date the last Bond is discharged is the final Computation Date.

The Authority selects \_\_\_\_\_ as the first Computation Date but reserves the right to select a different date consistent with the Regulations.

**“Development Project”** means the redevelopment project described in the Development Plan and the Development Agreement.

**“Financed Facilities”** means all property to be provided by the proceeds of the Bonds, including property financed or refinanced with such Net Proceeds.

**“Gross Proceeds”** means (a) sale proceeds (any amounts actually or constructively received by the Issuer from the sale of the Bonds, including amounts used to pay underwriting discount or fees, but excluding pre-issuance accrued interest), (b) Investment proceeds (any amounts received from investing sale proceeds, other Investment proceeds or transferred proceeds), (c)

any amounts held in a sinking fund for the Bonds, (d) any amounts held in a pledged fund or reserve fund for the Bonds, (e) any other replacement proceeds and (f) any transferred proceeds.

Specifically, Gross Proceeds includes (but is not limited) to amounts held in the following funds and accounts:

- (1) Revenue Fund.
- (2) Project Fund.
- (3) Debt Service Fund.
- (4) Reserve Fund.
- (5) Excess Revenue Fund.
- (6) Rebate Fund (to the extent funded with sale proceeds or investment proceeds of the Bonds).

**“Guaranteed Investment Contract”** means any Investment with specifically negotiated withdrawal or reinvestment provisions and a specifically negotiated interest rate, including any Certificate to supply Investments on two or more future dates (e.g., a forward supply contract).

**“Investment”** means any security, obligation, annuity contract or other investment-type property which is purchased directly with, or otherwise allocated to, Gross Proceeds. Such term does not include obligations the interest on which is excluded from federal gross income, except for “specified private activity bonds” as such term is defined in Code §57(a)(5)(C), but does not include the Investment element of most interest rate caps.

**“IRS”** means the United States Internal Revenue Service.

**“Issue Date”** means [\_\_\_\_\_], 2007.

**“Measurement Period”** means, with respect to each item of property financed as part of the Financed Facilities with proceeds of the Bonds, the period beginning on the later of (1) the Issue Date or (2) the date the property is placed on service, and ending on or the earlier of (a) the final maturity date of the Bonds or (b) the expected economic useful life of the property.

**“Minor Portion”** means the lesser of \$100,000 or five percent (5%) of the sale proceeds of the Bonds.

**“Net Proceeds”** means the sale proceeds of the Bonds (excluding pre-issuance accrued interest), less any proceeds deposited in a reasonably required reserve or replacement fund, plus all Investment earnings on such sale proceeds.

**“Non-Qualified Use”** means use of Bond proceeds or the Financed Facility in a trade or business carried on by any Non-Qualified User. The rules set out in Regulations § 1.141-3 determine whether Bond proceeds or the Financed Facilities are “used” in a trade or business. Generally, ownership, a lease, or any other use that grants a Non-Qualified User a special legal right or entitlement with respect to the Financed Facility, will constitute use under Regulations § 1.141-3.

**“Non Qualified User”** means any person or entity other than a Qualified User.

**“Opinion of Bond Counsel”** means the written opinion of \_\_\_\_\_ or other nationally recognized firm of bond counsel. Unless otherwise specifically noted herein an Opinion of Bond Counsel must conclude that the action or proposed action or the failure to act or proposed failure to act for which the opinion is required will not adversely affect the exclusion of the interest on the Bonds from gross income for federal income tax purposes.

**“Project”** means the Development Project, the CID Project and Transportation Project, collectively.

**“Qualified User”** means a State, territory, possession of the United States, the District of Columbia, or any political subdivision thereof, or any instrumentality of such entity, but it does not include the United States or any agency or instrumentality of the United States.

**“Reasonable Retainage”** means Gross Proceeds retained by the Authority or the City for reasonable business purposes, such as to ensure or promote compliance with a construction contract; provided that such amount may not exceed (1) for purposes of the 18-month spending test, five percent (5%) of Net Sale Proceeds on the date eighteen (18) months after the Issue Date; or (2) for purposes of the two-year spending test, five percent (5%) of the Available Construction Proceeds as of the end of the two-year spending period.

**“Rebate Analyst”** means Bond Counsel, an independent certified public accountant, or such other person or firm selected by the Authority with the consent of the City to compute arbitrage rebate.

**“Regulations”** means all regulations issued by the United States Treasury Department to implement the tax-exempt bond provisions of §§103 and 141 through 150 of the Code and applicable to the Bonds.

**“Tax Agreement”** means this Tax Compliance Agreement, including the exhibits hereto, as originally executed and as it may from time to time be amended and supplemented in accordance with its terms.

**“Transcript”** means the Transcript of Proceedings relating to the authorization and issuance of the Bonds.

“**Transportation Project**” means the Transportation Project as defined in the Development Agreement.

“**Trustee**” means [\_\_\_\_], St. Louis, Missouri, and its successor or successors and any other association or corporation which at any time may be substituted in its place pursuant to and at the time serving as trustee under this Indenture.

“**Underwriter**” means [\_\_\_\_], the initial purchaser of the Bonds.

“**Yield**” means, with respect to the Bonds, yield computed under §1.148-4 of the Regulations and, with respect to an investment, yield computed under §1.148-5 of the Regulations.

## ARTICLE II GENERAL REPRESENTATIONS AND COVENANTS

**Section 2.1. Representations and Covenants of the City.** The City represents and covenants as follows:

(a) **Organization and Authority.** The City (1) is a constitutional charter city and political subdivision of the State of Missouri, (2) has lawful power and authority to enter into, execute and deliver the Financing Agreement, the Cooperation Agreement, the Continuing Disclosure Agreement and this Tax Agreement (together, the “City Documents”) and to carry out its obligations thereunder and hereunder, and (3) by all necessary corporate action has been duly authorized to execute the City Documents, acting by and through its duly authorized officers.

(b) **Issuance of Bonds.** The issuance by the Authority of the Bonds under the Indenture is in the best interests of the City and its inhabitants.

(c) **Tax-Exempt Status of Bonds.** To maintain the exclusion of the interest on the Bonds from gross income for federal income tax purposes, the City:

(1) to the extent reasonably within its control or direction, will take whatever action, and refrain from whatever action, necessary to comply with the applicable requirements of the Code;

(2) will not use or invest, or permit the use or investment of, any Bond proceeds, other money held under the Indenture, or other funds of the City, in a manner that would violate applicable provisions of the Code; and

(3) will not use, or permit the use of, any portion of the Project in a manner that would cause any Bond to become a “private activity bond” as defined in Code § 141.

Without limiting the generality of the foregoing, the City covenants that it will not allow any private use or grant any legal entitlements with respect to the Project, unless the City first provides to the Trustee an Opinion of Bond Counsel that such use or entitlements will not adversely affect the exclusion of the interest on the Bonds from gross income for federal income tax purposes.

(d) **Expenditure of Net Proceeds.** The Net Proceeds of the Bonds (less amounts to be used to pay costs of issuance) will be used for the purposes set forth in the Recitals hereof.

(e) **Registered Bonds.** All of the Bonds will be issued and held in registered form within the meaning of Code §149(a).

(f) **Bonds Not Federally Guaranteed.** The City will not take any action or permit any action to be taken which would cause the Bonds to be “federally guaranteed” within the meaning of Code §149(b).

(g) **Hedge Bonds.** All of the net sale proceeds of the Bonds will be used to carry out the governmental purpose of the Bonds within three (3) years after the Issue Date, and not more than fifty percent (50%) of the proceeds of the Bonds will be invested in Investments having a substantially guaranteed Yield for four (4) years or more.

(h) **Arbitrage Certifications.** The facts, estimates and expectations recited in **Article III** hereof, regarding the purpose of the Bonds, the investment and expenditure of proceeds of the Bonds, the Funds and Accounts created in the Indenture, the Yield on Investments and the computation and payment of arbitrage rebate, are true and accurate as of the Issue Date, and the City believes that the estimates and expectations recited in such Article are reasonable as of the Issue Date. Bond Counsel and Underwriter may rely on such statements and expectations. The City does not expect that the proceeds of the Bonds will be used in a manner that would cause any Bond to be an “arbitrage bond” within the meaning of Code §148, and to the best of the City’s knowledge and belief, there are no other facts, estimates or circumstances that would materially change such expectations.

(i) **Rebate Payments.** The City shall pay or provide for payment to the United States Government of all rebate payments required under Code §148(f) and this Tax Agreement.

(j) **Compliance with Future Tax Requirements.** The City understands that the Code and the Regulations may impose new or different restrictions and requirements on the City in the future. The City agrees to comply with such future restrictions that are necessary to maintain the exclusion of the interest on the Bonds from gross income for federal income tax purposes.

**Section 2.2. Representations and Covenants of the Authority.** The Authority represents and covenants as follows:

(a) **Organization and Authority.** The Authority is a public corporation duly organized under Chapter 349 of the Revised Statutes of the State of Missouri and has corporate power to enter into the Indenture, the Financing Agreement, the Purchase Contract and this Tax Agreement (together, the “**Authority Documents**”) and to carry out its obligations thereunder and hereunder. By proper corporate action its officers have been duly authorized to execute the Authority Documents.

(b) **Issuance of Bonds.** The issuance of the Bonds to provide funds for the purposes set forth in the Recitals hereof will further the public purpose of the Authority.

(c) **Tax-exempt Status of Bonds.** The Authority covenants and agrees that, to the extent within its power and direction, moneys at any time on deposit in the Funds and Accounts under the Indenture shall be invested or reinvested in Investments in the manner and to the extent provided in the Indenture and herein. The Authority will not use any money on deposit in any Fund or Account maintained in connection with the Bonds, whether or not such money was derived from the proceeds of the Bonds or from any other source, in a manner that would cause the Bonds to be “arbitrage bonds” within the meaning of Code §148, and will not otherwise use or permit the use of any proceeds of the Bonds or any other funds of the Authority, directly or indirectly, in any manner, and will not take any action, or permit any action to be taken, including without limitation any action with respect to the investment of the proceeds of the Bonds under the Indenture or otherwise or any other moneys or securities deposited pursuant thereto or otherwise, that would adversely affect the exclusion of interest on the Bonds from gross income for federal income tax purposes. The Authority will take whatever action, or refrain from whatever action, necessary to comply with the requirements of the Code to maintain the exclusion of interest on the Bonds from gross income for federal income tax purposes.

(d) **Private Business Use.** More than 10% of the proceeds of the Financed Facilities will be used in a Non-Qualified Use. However, the Bonds will not meet the private security or payment test for the reasons set forth in **Section 2.2(e)** below.

(e) **Private Security or Payment Test.** As of the Issue Date the Issuer expects that none of the principal and interest on the Bonds will be (under the terms of the Bonds or any underlying arrangement) directly or indirectly:

- (1) secured by (i) any interest in property used or to be used for a private business use, or (ii) any interest in payments in respect of such property; or
- (2) derived from payments (whether or not such payments are made to the Issuer) in respect of property, or borrowed money, used or to be used for a private business use.

For purposes of the forgoing, taxes of general application, including payments in lieu of taxes, are not treated as private payments or as private security. The Issuer will not permit any private security or payment with respect to the Bonds without first obtaining an Opinion of Bond Counsel.

(f) **Private Loan Financing Test.** Not more than 5% of the Net Proceeds of the Bonds will be loaned directly or indirectly to any Non-Qualified User. Payments in Lieu of Taxes (“PILOTS”) deposited to a special allocation fund established by the City will be received with respect to the assets financed as part of the Development Project. No taxpayer has entered into any “impermissible agreement” relating to payment of PILOTS. An “impermissible agreement” generally includes any agreement described in Regulations §1.141-4(e)(4)(ii) such as an agreement to be personally liable for the payment of PILOTS or to guaranty the amount of PILOTS to be produced by the Development Project.

(g) **Expenditure of Net Proceeds.** The Net Proceeds of the Bonds will be used to provide funds for the purposes set forth in the Recitals hereof.

(h) **Bonds Not Federally Guaranteed.** The Authority will not take any action or permit any action to be taken which would cause the Bonds to be “federally guaranteed” within the meaning of Code §149(b).

(i) **Reports to IRS; Form 8038-G.** The Authority will file the Information Return for Tax-Exempt Governmental Obligations (Form 8038-G), a copy of which is attached hereto as **Exhibit A**. The information contained in IRS Form 8038-G included in the Transcript is true, complete and correct as of the Issue Date.

(j) **Registered Bonds.** All of the Bonds will be executed, delivered and held in registered form within the meaning of Code §149(a).

(k) **Hedge Bonds.** The Authority reasonably expects that eighty-five percent (85%) of the net sale proceeds of the Bonds will be used to carry out the purpose of the Bonds within three (3) years after the Issue Date; and not more than fifty percent (50%) of the proceeds of the Bonds will be invested in Investments having a substantially guaranteed Yield for four (4) years or more.

(l) **Arbitrage Certifications.** The facts, estimates and expectations recited in **Article III** hereof regarding the purpose of the Bonds, the investment and expenditure of Sale Proceeds, the Funds and Accounts created in the Indenture, the Yield on Investments and the computation and payment of arbitrage rebate, are true and accurate as of the Issue Date and the Authority believes that the estimates and expectations recited in such Article are reasonable as of the Issue Date. Bond Counsel and Underwriter may rely on such statements and expectations. The Authority does not expect that the Sale Proceeds will be used in a manner that would cause any Bond to be an “arbitrage bond” within the meaning of Code §148 and to the best of the Authority’s knowledge and

belief, there are no other facts, estimates or circumstances that would materially change such expectations.

(m) **Compliance with Future Tax Requirements.** The Authority understands that the Code and the Regulations promulgated thereunder may impose new or different restrictions and requirements on the Authority in the future. The Authority agrees to comply with such future restrictions that are necessary to maintain the exclusion of interest on the Bonds from gross income for federal income tax purposes.

(n) **Authority Reliance on Other Parties.** The expectations, representations and covenants of the Authority concerning certain uses of Bond proceeds and certain other moneys described in this Tax Agreement and other matters are based in whole or in part upon representations of the City and other parties set forth in this Tax Agreement or exhibits hereto. Although the Authority has made no independent investigation of the representations of other parties including the City, the Authority is not aware of any facts or circumstances that would cause it to question the accuracy or reasonableness of any representation made in this Tax Agreement or its exhibits.

**Section 2.3 Representations and Covenants of the Trustee.** The Trustee represents to and covenants as follows:

(a) The Trustee will comply with the provisions of this Tax Agreement that apply to it as Trustee and any written letter or Opinion of Bond Counsel, specifically referencing the Bonds and received by the Trustee, that sets forth any action necessary to comply with any statute, regulation or ruling that may apply to it as Trustee and relating to reporting requirements or other requirements necessary to preserve the exclusion of the interest on the Bonds from gross income for federal income tax purposes.

(b) The Trustee, acting on behalf of the City, may from time to time cause a firm of attorneys, consultants or independent accountants or an investment banking firm to provide the Trustee with such information as it may request in order to determine all matters relating to (1) the Yield on the Bonds as it relates to any data or conclusions necessary to verify that the Bonds are not "arbitrage bonds" within the meaning of Code § 148, and (2) compliance with arbitrage rebate requirements of Code § 148(f). The City will pay all costs and expenses incurred in connection with supplying the foregoing information in accordance the Indenture.

**Section 2.4. Survival of Representations and Covenants.** All respective representations, covenants and certifications of each of the City, the Authority and the Trustee contained herein and in the Resolution, the Indenture, the Bonds or any other instrument delivered pursuant to the Bond Resolution or the Indenture, shall survive the execution and delivery hereof or thereof, and the issuance, sale and delivery of the Bonds, as representations of facts existing as of the date of execution and delivery of the instruments containing such representations. The foregoing covenants of this Section shall remain in full force and effect notwithstanding the defeasance of the Bonds pursuant to the Indenture, until the payment in full of all Bonds Outstanding.

### ARTICLE III ARBITRAGE CERTIFICATIONS AND COVENANTS

*The purpose of this Article is to certify, pursuant to Regulations §1.148-2(b), the Authority's expectations as to the sources, uses and investment of Bond proceeds and other money, in order to support the Authority's conclusion that the Bonds are not arbitrage bonds. The person executing this Tax Agreement on behalf of the Authority is an officer of the Authority responsible for issuing the Bonds.*

**Section 3.1. Reasonable Expectations.** The facts, estimates and expectations set forth in this Article are based upon and in reliance upon the Authority's understanding of the documents and certificates that comprise the Transcript, including (a) the Bond Resolution; (b) the Bond Ordinance; (c) the Indenture; (d) this Tax Agreement; (e) the closing certificate of the City, and the representations, warranties, expectations, covenants and certifications of the City contained herein and therein; (f) the closing certificate of the Trustee, and the representations, warranties, expectations, covenants and certifications of the Trustee contained herein and therein; and (g) closing certificate of the Underwriter, and the representations, warranties, expectations, covenants and certifications of the Underwriter contained therein. To the Authority's knowledge, the facts and estimates set forth in this Tax Agreement are accurate, and the expectations of the Authority set forth in this Tax Agreement are reasonable. The Authority has no knowledge that would cause it to believe that the representations, warranties and certifications described herein are unreasonable or inaccurate or may not be relied upon.

**Section 3.2. Authority and Purpose for Bonds.** The Authority is issuing and delivering the Bonds simultaneously with the execution of this Tax Agreement pursuant to the laws of the State of Missouri, the Indenture and the Bond Resolution. The Bonds are being issued for the purpose set forth in the Recitals hereof.

**Section 3.3. Funds and Accounts.** The following Funds and Accounts have been established as Funds and Accounts of the Authority under the Indenture:

(a) Revenue Fund, which shall contain a PILOTs Account, an EATs Account, a Municipal Revenues Account, CID Revenues Account and a TDD Revenues Account (the "**Revenue Fund**");

(b) Debt Service Fund, which shall contain a Debt Service Account and a Redemption Account (the "**Debt Service Fund**");

(c) Debt Service Reserve Fund (the "**Reserve Fund**");

- (d) Project Fund, which shall contain a Project Account and a Costs of Issuance Account (the “Project Fund”);
- (e) Rebate Fund (the “Rebate Fund”);
- (f) Excess Revenues Fund, which shall contain an Excess TDD Revenues Account and an Excess CID Revenues Account (the “Excess Revenue Fund”).

**Section 3.4. Amount and Use of Bond Proceeds.**

(a) Amount of Bond Proceeds. The total proceeds to be received by the Authority from the sale of the Bonds will be as follows:

Principal	\$[PP]
Less: Original Issue Discount	(            )
Less: Underwriter’s Discount	(            )
<b>Total Purchase Price Received</b>	<b>\$ _____</b>

(b) **Use of Bond Proceeds.** The total proceeds to be received by the Authority from the sale of the Bonds are expected to be allocated to expenditures as follows:

- (1) the accrued interest, if any, received from the sale of the Bonds shall be deposited in the Debt Service Account of the Debt Service Fund;
- (2) an amount equal to \$[ \_\_\_\_\_ ] shall be deposited in the Reserve Fund;
- (3) an amount equal to \$[ \_\_\_\_\_ ] shall be deposited into the Project Account of the Project Fund; and
- (4) an amount equal to \$[ \_\_\_\_\_ ] shall be deposited into the Costs of Issuance Account of the Project Fund.

(c) **Compliance with the Indenture.** All amounts deposited in the Funds and Accounts under the Bond Resolution will be used and applied in accordance with the terms and provisions of the Indenture.

**Section 3.5. No Over-Issuance.** The sale proceeds of the Bonds, together with expected investment earnings thereon and other money contributed by or for the benefit of the Authority, do not exceed the cost of the governmental purpose of the Bonds as described above.

**Section 3.6. Sinking Funds.** The City expects to use a portion of the Payments in Lieu of Taxes, Economic Activity Tax Revenues, CID Revenues and TDD Revenues on deposit in the Special Allocation Fund (as defined in the Indenture), a portion of the amounts held in the Revenue Fund, and all amounts in the Debt Service Fund to pay principal of or interest on the Bonds. The City understands, under the Regulations, the term “sinking fund” includes a debt service fund, redemption fund, reserve fund, replacement fund, or any similar fund, to the extent reasonably expected to be used directly or indirectly to pay principal or interest on the Bonds. Therefore, the Debt Service Fund, such portion of the Special Allocation Fund and such portion of the Revenue Fund all constitute sinking funds for the Bonds (the “Sinking Funds”). The Sinking Funds will be used primarily to achieve a proper matching of revenues and debt service within each bond year. Under the Indenture, all Pledged Revenues will be transferred each month to the Trustee for deposit in the Revenue Fund. Each February 1 and August 1, all amounts in the Revenue Fund will be applied to pay debt service on the Bonds, to replenish the Debt Service Reserve Fund, if necessary, and to pay certain fees and expenses. After all such payments are made, any surplus will be transferred to the Redemption Account to be used to redeem Bonds. Under the Indenture, all amounts in the Debt Service Fund will be used to pay debt service on the Bonds. Therefore, the City expects that the Sinking Funds, in the aggregate, will qualify as a bona fide debt service fund.

Except for the Debt Service Fund and the Reserve Fund, the City has neither established nor expects to establish any sinking fund or other similar fund that is expected to be used to pay principal of or interest on the Bonds. The Debt Service Fund is used primarily to achieve a proper matching of revenues with principal and interest payments on the Bonds within each Bond Year, and the Authority expects that the Debt Service Fund will qualify as a Bona Fide Debt Service Fund.

**Section 3.7. Reserve, Replacement and Pledged Funds.**

(a) **Debt Service Reserve Fund.** The Indenture establishes a Debt Service Reserve Fund to be funded at the time of issuance of the Bonds in an amount equal to \$[ \_\_\_\_\_ ]. The amount to be held in the Debt Service Reserve Fund will not exceed the least of (1) 10% of the stated principal amount of the Bonds, (2) the maximum annual principal and interest requirements on the Bonds (determined as of the Issue Date), or (3) 125% of the average annual principal and interest requirements on the Bonds (determined as of the Issue Date). If the aggregate initial offering price of the Bonds to the public is less than 98% or more than 102% of par, such offering price must be used in clause (1) in lieu of the stated principal amount. Any amounts in the Debt Service Reserve Fund in excess of the Debt Service Reserve Requirement will be transferred to the Project Fund or, if the Financed Facilities are complete, to the Debt Service Fund.

(b) **No Other Replacement or Pledged Funds.** None of the Bond proceeds will be used as a substitute for other funds that

were intended or earmarked to pay costs of the Financed Facilities, and that instead has been or will be used to acquire higher Yielding Investments. Except for the Debt Service Fund and the Debt Service Reserve Fund, there are no other funds pledged or committed in a manner that provides a reasonable assurance that such funds would be available for payment of the principal of or interest on the Bonds if the Authority encounters financial difficulty.

### Section 3.8. Yield.

(a) **Offering Prices.** In the Underwriter's Receipt for Bonds and Representations (the "**Underwriter's Closing Certificate**"), the Underwriter has certified that (1) all of the Bonds have been the subject of an initial offering to the public at prices no higher than those shown on the cover page of the Official Statement, plus accrued interest (the "**Offering Prices**"); and (2) the Underwriter expects that at least ten percent (10%) of the Bonds of each maturity will be sold to the public at initial offering prices no higher than said Offering Prices. The aggregate initial offering price of the Bonds is \$[PP].

(b) **Bond Yield.** Based on the Offering Prices, the Yield on the Bonds is [\_\_\_\_\_]%, as computed by the Underwriter and shown on the Underwriter's Closing Certificate. Costs of issuance were not taken into account in the computation of the Yield. The Authority has not entered into an interest rate swap agreement with respect to any portion of the proceeds of the Bonds.

### Section 3.9. Arbitrage Covenants.

(a) **Covenants of the City.** The City will not (to the extent within its power or discretion) take any action, fail to take any action, or permit any action to be taken, including without limitation any action relating to the investment of Gross Proceeds or the payment of arbitrage rebate (and including the use of any money on deposit in any Fund or Account maintained in connection with the Bonds, whether or not such money was derived from the Bond proceeds or from any other source), which would cause any Bond to become an "arbitrage bond" within the meaning of Code §148. If the City is made aware by applicable court or administrative action or an opinion of Bond Counsel that it is necessary to restrict or limit the Yield on the investment of money held pursuant to the Indenture, or to use such money in any certain manner to avoid the Bonds being classified as arbitrage bonds, the City will (to the extent within its power or discretion to direct such investments) deliver to the Trustee a written certificate to such effect and appropriate instructions specifying the investments to be made.

(b) **Covenants of the Authority.** The Authority will not (to the extent within its power or discretion) take any action, fail to take any action, or permit any action to be taken, including without limitation any action relating to the investment of Gross Proceeds or the payment of arbitrage rebate (and including the use of any money on deposit in any Fund or Account maintained in connection with the Bonds, whether or not such money was derived from the Sale Proceeds or from any other source), which would cause any Bond to become an "arbitrage bond" within the meaning of Code §148. If the Authority is made aware by applicable court or administrative action or an opinion of Bond Counsel that it is necessary to restrict or limit the Yield on the investment of money held pursuant to the Indenture, or to use such money in any certain manner to avoid the Bonds being classified as arbitrage bonds, the Authority will (to the extent within its power or discretion to direct such investments) deliver to the Trustee a written certificate to such effect and appropriate instructions specifying the investments to be made.

(c) **Covenants of the Trustee.** The Trustee will not (to the extent within its power or discretion) use any money on deposit in any Fund or Account maintained in connection with the Bonds, whether or not such money was derived from the Bond proceeds or from any other source, in a manner that would cause any Bond to be an "arbitrage bond" within the meaning of Code §148. If the Trustee is made aware by applicable court or administrative action or an opinion of Bond Counsel that it is necessary to restrict or limit the Yield on the investment of money held by the Trustee pursuant to the Indenture, or to use such money in any certain manner to avoid the Bonds being classified as arbitrage bonds, the Trustee will (to the extent within its power or discretion to direct such investments) take such necessary action.

### Section 3.10. Miscellaneous Arbitrage Matters.

(a) **Expected Use.** The City expects to use the Project for its governmental purposes over the term of the Bonds.

(b) **No Abusive Arbitrage Device.** The Bonds are not and will not be part of a transaction or series of transactions that has the effect of (1) enabling the Authority to exploit the difference between tax-exempt and taxable interest rates to gain a material financial advantage, and (2) overburdening the tax-exempt bond market.

(c) **Single Issue; No Other Issues.** No other obligations (1) are being sold within fifteen (15) days of the sale of the Bonds; (2) are being sold pursuant to the same plan of financing as the Bonds; and (3) are expected to be paid from substantially the same source of funds as the Bonds (disregarding guarantees from unrelated parties).

**Section 3.11. Conclusion.** On the basis of the facts, estimates and circumstances set forth in this Tax Agreement, the Authority does not expect that the Bond proceeds will be used in a manner that would cause any Bond to be an "arbitrage bond" within the meaning of Code §148 and the Regulations.

## ARTICLE IV ARBITRAGE INVESTMENT AND REBATE INSTRUCTIONS

*The purpose of this Article is to provide the Authority and the Trustee with instructions and directions as to the uses and investment of Bond Proceeds and other money in order to support the Authority's conclusion that the Bonds are not arbitrage*

**bonds.**

**Section 4.1. Rebate Exemption; Rebate Covenant.** The Bonds are not exempt from the arbitrage rebate requirements under the exemption provided in Code §148(f)(4)(D). The Authority shall (a) within fourteen (14) days prior to the end of each fifth (5th) Bond Year and within fourteen (14) days prior to the payment in full of all Outstanding Bonds, retain a Rebate Analyst to calculate and furnish to the Trustee in writing the amount of arbitrage rebate due, if any, with respect to the Bonds as of the end of that Bond Year or the date of such payment in full, all in accordance with the Regulations, and (b) pay to the Trustee for payment to the United States, all such arbitrage rebate in accordance with this Tax Agreement and the Regulations. The Authority agrees to make payments to the Bond Trustee as necessary to comply with the rebate requirements of Code §148(f) and the Regulations.

**Section 4.2. Investments.** Except as described below, Gross Proceeds must not be invested at a Yield greater than the Yield on the Bonds:

(a) **Temporary Periods/Yield Restriction.**

- (1) **Sinking Funds.** To the extent that amounts in the Sinking Funds, in the aggregate, constitute a Bona Fide Debt Service Fund, such amounts may be invested without yield restriction for 13 months after the date of deposit. Earnings on such amounts may be invested without yield restriction for one year after the date of receipt of such earnings. Any additional amounts in such funds may be invested without yield restriction up to the Minor Portion.
- (2) **Project Fund.** Bond proceeds deposited in the Project Fund and Investment earnings on such proceeds may be invested without Yield restriction for three years after the Issue Date. If any unspent proceeds remain in the Project Funds after three years, such amounts may continue to be invested without Yield restriction so long as the Authority pays to the IRS all Yield reduction payments in accordance with Regulations § 1.148-5(c). These payments are required whether or not the Bonds are exempt from the arbitrage rebate requirements of Code § 148.
- (3) **Costs of Issuance Account of the Project Fund.** Bond proceeds deposited in the Costs of Issuance Account of the Project Fund for payment of the costs of issuance may be invested without yield restriction for a period of thirteen (13) months.
- (4) **Debt Service Reserve Fund.** Money in the Debt Service Reserve Fund may be invested without Yield restriction up to the least of (1) 10% of the stated principal amount of the Bonds, (2) the maximum annual principal and interest requirements on the Bonds (determined as of the Issue Date), or (3) 125% of the average annual principal and interest requirements on the Bonds (determined as of the Issue Date). If the aggregate initial offering price of the Bonds to the public is less than 98% or more than 102% of par, such offering price must be used in clause (1) in lieu of the stated principal amount.
- (5) **Excess Revenues Fund.** Amounts held in the Excess Revenues Fund must be invested at a Yield not greater than the Yield on the Bonds.
- (6) **Minor Portion.** In addition to the amounts described above, Gross Proceeds not exceeding the Minor Portion may be invested without yield restriction.

**Section 4.3. Fair Market Value.**

(a) **General.** No Investment may be acquired with Gross Proceeds for an amount (including transaction costs) in excess of the fair market value of such Investment, or sold or otherwise disposed of for an amount (including transaction costs) less than the fair market value of the Investment. The fair market value of any Investment is the price a willing buyer would pay to a willing seller to acquire the Investment in a bona fide, arm's-length transaction. Fair market value will be determined in accordance with § 1.148-5 of the Regulations.

(b) **Established Securities Market.** Except for Investments purchased for a yield-restricted defeasance escrow, if an Investment is purchased or sold in an arm's-length transaction on an established securities market (within the meaning of Code § 1273), the purchase or sale price constitutes the fair market value. Where there is no established securities market for an Investment, market value must be established using one of the paragraphs below. The fair market value of Investments purchased for a yield-restricted defeasance escrow must be determined in a bona fide solicitation for bids that complies with § 1.148-5 of the Regulations.

(c) **Certificates of Deposit.** The purchase price of a certificate of deposit (a "CD") is treated as its fair market value on the purchase date if (i) the CD has a fixed interest rate, a fixed payment schedule, and a substantial penalty for early withdrawal; (ii) the Yield on the CD is not less than the Yield on reasonably comparable direct obligations of the United States; and (iii) the Yield is not less than the highest Yield published or posted by the CD issuer to be currently available on reasonably comparable CDs offered to the public.

(d) **Guaranteed Investment Contracts.** The purchase price of a Guaranteed Investment Contract is treated as its fair market value on the purchase date if all of the following requirements are met—

- (1) Bona Fide Solicitation for Bids. The Authority or the Trustee makes a bona fide solicitation for the Guaranteed Investment Contract, using the following procedures:
    - (A) The bid specifications are in writing and are timely forwarded to potential providers.
    - (B) The bid specifications include all “material” terms of the bid. A term is material if it may directly or indirectly affect the yield or the cost of the Guaranteed Investment Contract.
    - (C) The bid specifications include a statement notifying potential providers that submission of a bid is a representation (a) that the potential provider did not consult with any other potential provider about its bid, (b) that the bid was determined without regard to any other formal or informal agreement that the potential provider has with the City, the Authority, the Trustee, or any other person (whether or not in connection with the bond issue), and (c) that the bid is not being submitted solely as a courtesy to the City, the Authority, the Trustee, or any other person, for purposes of satisfying the requirements of the Regulations.
    - (D) The terms of the bid specifications are “commercially reasonable.” A term is commercially reasonable if there is a legitimate business purpose for the term other than to increase the purchase price or reduce the yield of the Guaranteed Investment Contract.
    - (E) The terms of the solicitation take into account the Authority’s reasonably expected deposit and draw-down schedule for the amounts to be invested.
    - (F) All potential providers have an equal opportunity to bid. For example, no potential provider is given the opportunity to review other bids (i.e., a last look) before providing a bid.
    - (G) At least 3 “reasonably competitive providers” are solicited for bids. A reasonably competitive provider is a provider that has an established industry reputation as a competitive provider of the type of investments being purchased.
  - (2) Bids Received. The bids received by the Authority or the Trustee must meet all of the following requirements:
    - (A) The Authority or the Trustee receives at least 3 bids from providers that were solicited as described above and that do not have a “material financial interest” in the issue. For this purpose, (a) a lead underwriter in a negotiated underwriting transaction is deemed to have a material financial interest in the issue until 15 days after the issue date of the issue; (b) any entity acting as a financial advisor with respect to the purchase of the Guaranteed Investment Contract at the time the bid specifications are forwarded to potential providers has a material financial interest in the issue; and (c) a provider that is a related party to a provider that has a material financial interest in the issue is deemed to have a material financial interest in the issue.
    - (B) At least one of the 3 bids received is from a reasonably competitive provider, as defined above.
    - (C) If the Authority or the Trustee uses an agent or broker to conduct the bidding process, the agent or broker did not bid to provide the Guaranteed Investment Contract.
  - (3) Winning Bid. The winning bid is the highest yielding bona fide bid (determined net of any broker’s fees).
  - (4) Fees Paid. The obligor on the Guaranteed Investment Contract certifies the administrative costs that it pays (or expects to pay, if any) to third parties in connection with supplying the Guaranteed Investment Contract.
  - (5) Records. The Trustee retains the following records with the bond documents until 3 years after the last outstanding Bond is redeemed:
    - (A) A copy of the Guaranteed Investment Contract.
    - (B) The receipt or other record of the amount actually paid by the Authority or Trustee for the Guaranteed Investment Contract, including a record of any administrative costs paid by the Authority or Trustee, and the certification as to fees paid, described in paragraph 4(d)(4) above.
    - (C) For each bid that is submitted, the name of the person and entity submitting the bid, the time and date of the bid, and the bid results.
    - (D) The bid solicitation form and, if the terms of Guaranteed Investment Contract deviated from the bid solicitation form or a submitted bid is modified, a brief statement explaining the deviation and stating the purpose for the deviation.
- (e) **Other Investments.** If an Investment is not described above, the fair market value may be established through a competitive bidding process, as follows:

- (1) at least 3 bids on the Investment must be received from persons with no financial interest in the Bonds (e.g., as underwriters or brokers); and
- (2) the Yield on the Investment must be equal to or greater than the Yield offered under the highest bid.

**Section 4.4. Spending Exceptions.**

- (1) The obligation to pay arbitrage rebate to the United States will be treated as satisfied if:
  - (A) the Gross Proceeds (as modified below) are allocated to expenditures for the governmental purposes of the Bonds within 6 months after the Issue Date; and
  - (B) rebate is paid in accordance with Code § 148 on all Gross Proceeds not required to be spent as provided in paragraph (1)(A) (other than amounts in a Bona Fide Debt Service Fund). Normally, this will include only Gross Proceeds in a reasonably required reserve or replacement fund.
- (2) For purposes of paragraph (1) above, Gross Proceeds do not include amounts in a Bona Fide Debt Service Fund or a reasonably required reserve or replacement fund, or amounts that become Gross Proceeds after the end of the 6-month spending period, but were not anticipated as of the Issue Date. The Bonds meet the 6-month spending test even if, at the end of the 6-month period, Gross Proceeds not exceeding 5% of the sale proceeds of the Bonds remain unspent, so long as such Gross Proceeds are spent within 1 year after the Issue Date. The use of Gross Proceeds to pay principal of any Bond cannot be treated as an expenditure of Gross Proceeds for the purpose of the spending exception.

**Section 4.5. Computation and Payment of Arbitrage Rebate.**

(a) **Rebate Fund.** The Trustee will keep the Rebate Fund separate from all other funds and will administer the Rebate Fund under this Tax Agreement. Any investment earnings derived from the Rebate Fund will be credited to the Rebate Fund, and any investment loss will be charged to such Fund.

(b) **Computation of Rebate Amount.** The Trustee shall cause the Rebate Analyst to compute arbitrage rebate generated on all Investments within 45 days after each Computation Date, in accordance with the Regulations. Upon each computation of arbitrage rebate, the Trustee will give written notice to the Authority by first class mail, postage prepaid, including a copy of such computation, showing the arbitrage rebate due and the amount then on deposit in the Rebate Fund, together with an opinion or certificate of the Rebate Analyst stating that arbitrage rebate was determined in accordance with the Regulations. If the amount on deposit in the Rebate Fund is less than the arbitrage rebate due, the Authority will, within 50 days after such Computation Date, pay to the Trustee the amount of the deficiency for deposit into the Rebate Fund. If the amount on deposit in the Rebate Fund is greater than the Rebate Amount, the Trustee will transfer such surplus from the Rebate Fund to the Debt Service Fund. After the final Computation Date, any money left in the Rebate Fund will be paid to the Authority and may be used for any purpose not prohibited by law.

(c) **Exception for Sinking Funds.** To the extent that amounts in the Sinking Funds, in the aggregate, constitute a Bona Fide Debt Service Fund, investment earnings on such amounts shall not be taken into account in computing rebate, because the weighted average maturity of the Bonds is at least five years and all of the Bonds bear interest at rates that do not vary during the term of the Bonds.

(d) **Rebate Payments.** Within 60 days after each Computation Date the Trustee will pay to the United States (but solely from money in the Rebate Fund or provided by the Authority) the rebate amount then due, determined in accordance with the Regulations. Each rebate payment must be (1) accompanied by IRS Form 8038-T and such other forms, documents or certificates as may be required by the Regulations, and (2) mailed or delivered to the IRS at the address shown below, or to such other location as the IRS may direct:

Internal Revenue Service Center  
Ogden, Utah 84201

**Section 4.6. Records.** The Trustee will retain detailed records with respect to each computation of arbitrage rebate and each Investment, including: (a) purchase date, (b) purchase price, (c) information establishing the fair market value on the date such investment was allocated to the Bonds, (d) any accrued interest paid, (e) face amount, (f) coupon rate, (g) frequency of interest payments, (h) disposition price, (i) any accrued interest received, and (j) disposition date. The Trustee will retain all such records until six years after the final Computation Date.

**Section 4.7. Filing Requirements.** The Trustee and the Authority will file or cause to be filed with the Internal Revenue Service such reports or other documents as are required by the Code in accordance with an opinion of Bond Counsel addressed and delivered to such parties.

**Section 4.8. Survival after Defeasance.** Notwithstanding anything in the Indenture to the contrary, the obligation to pay arbitrage rebate to the United States will survive the payment or defeasance of the Bonds.

ARTICLE V
MISCELLANEOUS PROVISIONS

Section 5.1. Term of Tax Agreement. This Tax Agreement shall be effective concurrently with the issuance and delivery of the Bonds and shall continue in force and effect until the principal of, redemption premium, if any, and interest on all Bonds have been fully paid and all such Bonds are canceled; provided that, the provisions of Article IV hereof regarding payment of arbitrage rebate and all related penalties and interest shall remain in effect until all such amounts are paid to the United States.

Section 5.2. Amendments. This Tax Agreement may be amended from time to time by the parties hereto without notice to or the consent of any of the Owners; provided that any such amendment shall be in writing and shall be accompanied by an opinion of Bond Counsel to the effect that under then existing law, assuming compliance with this Tax Agreement as so amended and the Indenture, such amendment will not cause any of the Bonds to be arbitrage bonds under Code §148 or otherwise cause interest on any of the Bonds to be includable in gross income for federal income tax purposes. Prior to the effective date of any amendment to this Tax Agreement, there shall be delivered to the Trustee an opinion of Bond Counsel, addressed to the Trustee, that such amendment will not adversely affect the exclusion of the interest on the Bonds from gross income for federal income tax purposes.

Section 5.3. Opinion of Bond Counsel. The Authority may deviate from the provisions of this Tax Agreement if furnished with an opinion of Bond Counsel to the effect that the proposed deviation will not adversely affect the exclusion of the interest on the Bonds from gross income for federal income tax purposes. The Authority further agrees to comply with any further or different instructions provided in an opinion of Bond Counsel to the effect that the further or different instructions need to be complied with in order to maintain the exclusion from gross income of interest on the Bonds.

Section 5.4. Severability. If any provision in this Tax Agreement or in the Bonds is invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 5.5. Benefit of Agreement. This Tax Agreement shall be binding upon the City, the Authority, and the Trustee and their respective successors and assigns, and shall inure to the benefit of the Owners of the Bonds. Nothing in this Tax Agreement or in the Indenture or the Bonds, express or implied, shall give to any Person, other than the Owners of the Bonds, any benefit or any legal or equitable right, remedy or claim under this Tax Agreement. The certifications and representations made herein and the expectations presented herein are intended, and may be relied upon, as a certification of an officer of the issuer responsible for issuing the Bonds given in good faith described in §1.148-2(b)(2) of the Regulations. The City, the Authority, and the Trustee understand that their certifications herein and in their closing certificates will be relied upon by the Bond Counsel in rendering its opinion as to the exclusion from federal gross income of the interest on the Bonds.

Section 5.6. Governing Law. This Tax Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, The Industrial Development Authority of the City of St. Louis, Missouri, has caused these presents to be signed in its name and behalf and its corporate seal to be hereunto affixed and attested by its duly authorized officers, all as of the day and year first above written.

THE INDUSTRIAL DEVELOPMENT AUTHORITY OF THE CITY OF ST. LOUIS, MISSOURI

By: Rodney Crim
Executive Director

[SEAL]

ATTEST:

By: Patrick M. Bannister
Assistant Secretary

IN WITNESS WHEREOF, the Trustee has caused these presents to be signed in its name and behalf by one of its duly authorized officers as of the day and year first above written.

[ ], as Trustee
By:
Name:
Title:

IN WITNESS WHEREOF, the City of St. Louis, Missouri, has caused these presents to be signed in its name and behalf

and its corporate seal to be hereunto affixed and attested by its duly authorized officers, all as of the day and year first above written.

**CITY OF ST. LOUIS, MISSOURI**

By: \_\_\_\_\_  
Francis G. Slay  
Mayor

[SEAL]

ATTEST:

By: \_\_\_\_\_  
Parrie May  
City Register

**EXHIBIT A**

**IRS FORM 80308-G**

**EXHIBIT D**

**FORM OF INTERGOVERNMENTAL COOPERATION AGREEMENT**

**INTERGOVERNMENTAL COOPERATION AGREEMENT**

**THIS INTERGOVERNMENTAL COOPERATION AGREEMENT** (this "**Agreement**") is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2007, by and among the **BALLPARK VILLAGE COMMUNITY IMPROVEMENT DISTRICT**, a political subdivision duly organized and existing under the laws of the State of Missouri (the "**CID**"), the **BALLPARK VILLAGE TRANSPORTATION DEVELOPMENT DISTRICT**, a political subdivision duly organized and existing under the laws of the State of Missouri (the "**TDD**"), and the **CITY OF ST. LOUIS, MISSOURI**, a city and political subdivision duly organized and existing under its charter and the Constitution and laws of the State of Missouri (the "**City**").

**Recitals:**

**WHEREAS**, the TDD and CID were created in connection with that certain Development Agreement dated \_\_\_\_\_ between the City and Ballpark Village Holding Company, LLC (the "Development Agreement").

**WHEREAS**, the TDD was created solely for the purpose of providing tax revenues in addition to other Available Revenues (as such term is defined in the Development Agreement) to fund the costs of a Transportation Project (as such term is defined in the Development Agreement) comprising a portion of the Development Project Costs (as such term is defined in the Development Agreement).

**WHEREAS**, the CID was created solely for the purpose of providing tax revenues in addition to other Available Revenues to fund the costs of a CID Project (as such term is defined in the Development Agreement) comprising a portion of the Development Project Costs.

**WHEREAS**, the CID and TDD are required to pledge their respective revenues to the Special Allocation Fund (as defined herein) in accordance with the Development Agreement.

**NOW, THEREFORE**, in consideration of the foregoing, and for other good and valuable consideration, receipt and sufficiency of which are acknowledged, the CID, the TDD and the City hereby agree as follows:

**1. Definitions.** In addition to the capitalized terms defined elsewhere in this Agreement and in the Recitals, the following capitalized terms used in this Agreement shall have the meanings ascribed to them in this Section. All other terms used but not defined herein shall have the meaning ascribed to such term as set forth in the Development Agreement. To the extent of any inconsistency between the terms used and defined herein, the same definition of the same term, as set forth in the Development Agreement, shall control.

"**Agreement**" shall mean this Intergovernmental Cooperation Agreement made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2007, by and among the CID, the TDD and the City, as the same may be from time to time modified, amended or supplemented in writing by the parties hereto.

"**Authority**" shall mean The Industrial Development Authority of the City of St. Louis, a public corporation duly organized under Chapter 349 of the Revised Statutes of Missouri.

"**Bond**" or "**Bonds**" means any bond or bonds of the Authority's Development Financing Revenue Bonds, Series 2007 (Ballpark Village Development Project), authenticated and delivered under and pursuant to the indenture regarding the same.

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

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

“**CID Revenues**” means all revenues actually collected by the CID from the imposition of any and all assessments, taxes, or other funding methods specifically authorized pursuant to the CID Act to provide funds to accomplish any power, duty or purpose of the CID. CID Revenues shall not include (a) any amount retained by a firm or entity for the cost of collecting the CID Revenues, (b) any amount paid under protest until the protest is withdrawn or resolved against the taxpayer, (c) any sum received by the CID which is the subject of a suit or other claim communicated to the CID which suit or claim challenges the collection of such sum, and (d) that certain fifty percent of incremental revenues generated by the CID Sales Tax within the CID which is captured pursuant to the Development Plan and Development Project in accordance with the MoDESA Act and deposited into the Special Allocation Fund.

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

“**Developer**” shall mean Ballpark Village Holding Company, LLC, a Delaware limited liability company, or its permitted successors and assigns.

“**Development Agreement**” shall mean that certain Development Agreement dated \_\_\_\_\_, between the Developer and the City for implementation of the Development Plan.

“**Development Plan**” shall mean the plan entitled “MODESA Development Plan: Ballpark Village” dated January 4, 2007, and as amended on January 18, 2007, as recommended by the Authority on January 18, 2007 and approved by the City.

“**Development Project**” shall mean that certain project as set forth and described in the Development Plan.

“**MoDESA Act**” shall mean the Missouri Downtown and Rural Economic Stimulus Act, Sections 99.915 to 99.1060, inclusive, of the Revised Statutes of Missouri, as amended.

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

“**TDD**” shall mean the Ballpark Village Transportation Development District, a political subdivision duly organized and existing under the laws of the State of Missouri.

“**TDD Act**” shall mean the Missouri Transportation Development District Act, Sections 238.200 to 238.275 of the Revised Statutes of Missouri, as amended.

“**TDD Revenues**” means all revenues actually collected by the TDD from the imposition of any and all assessments, taxes, or other funding methods specifically authorized pursuant to the TDD Act to provide funds to accomplish any power, duty or purpose of the TDD. TDD Revenues shall not include (a) any amount retained by a firm or entity for the cost of collecting the TDD Revenues, (b) any amount paid under protest until the protest is withdrawn or resolved against the taxpayer, (c) any sum received by the TDD which is the subject of a suit or other claim communicated to the TDD which suit or claim challenges the collection of such sum, and (d) that certain fifty percent of incremental revenues generated by the TDD Sales Tax within the TDD which is captured pursuant to the Development Plan and Development Project in accordance with the MoDESA Act and deposited into the Special Allocation Fund.

## **2. Actions by the CID.**

**2.1 Ratification of the Development Agreement.** The CID, acting by and through its Board of Directors, hereby confirms and ratifies the Development Agreement. To the extent of any inconsistency between the Development Agreement and this Agreement regarding the pledge of CID Revenues to the Special Allocation Fund for the payment of debt service on the Bonds, the Development Agreement shall control.

**2.2 Collection of CID Revenues.** The CID, acting by and through its Board of Directors, shall take all actions necessary for collection and enforcement of the CID Revenues. The CID shall provide for the collection and distribution of the CID Sales Tax, the CID Ticket Tax, and any other CID Sources pursuant to and in accordance with the CID Act.

**2.3 Actions to Secure Payment.** The CID shall prosecute or defend any action, lawsuit or proceeding or take any other action involving third persons that the CID deems reasonably necessary to secure the payment of the CID Sales Tax, the CID Ticket Tax, and any other CID Sources.

**2.4 Report of Violations.** The CID shall report all violations of the Sales Tax Law, Sections 144.010 to 144.525 of the Revised Statutes of Missouri, as amended, to the Missouri Department of Revenue for enforcement to the extent that

such violations result in the District's inability to collect the CID Sales Tax in a timely manner as provided for in the Missouri Sales Tax Law. If the Missouri Department of Revenue notifies the CID that it refuses to undertake enforcement of the CID Sales Tax, the CID shall promptly initiate an action to enforce collection. Notwithstanding anything to the contrary in this Agreement, the CID is not obligated to undertake any enforcement action if the cost of such enforcement is, in the opinion of the CID, reasonably expected to exceed the amount of revenues sought to be collected.

- 2.5 **Records.** The CID shall keep accurate records of the CID Revenues collected. Any CID records pertaining to the CID Revenues shall be provided to any person upon written request, to the extent permitted by law.
- 2.6 **No Other Obligations or Uses of Revenues.** The CID shall not issue any other indebtedness or obligations secured by the CID Revenues other than as provided for in the Development Agreement.
- 2.7 **Covenant to Request Annual Appropriation.** The CID agrees that the officer of the CID at any time charged with the responsibility of formulating budget proposals shall be directed to include in the budget proposal submitted to the CID for each fiscal year that all CID Revenues shall be pledged or otherwise appropriated for deposit in the Special Allocation Fund as set forth in the Development Agreement.

### 3. **Actions by the TDD.**

- 3.1 **Ratification of the Development Agreement.** The TDD, acting by and through its Board of Directors, hereby confirms and ratifies the Development Agreement. To the extent of any inconsistency between the Development Agreement and this Agreement regarding the pledge of TDD Revenues to the Special Allocation Fund for the payment of debt service on the Bonds, the Development Agreement shall control.
- 3.2 **Collection of TDD Revenues.** The TDD, acting by and through its Board of Directors, shall take all actions necessary for collection and enforcement of the TDD Sales Tax and/or TDD Ticket Tax (collectively, the "TDD Sources"), and any other TDD Revenues. The TDD shall provide for the collection and distribution of the TDD Sales Tax, the TDD Ticket Tax, and any other TDD Sources pursuant to and in accordance with the TDD Act. The TDD may engage an outside firm for the collection and administration of the TDD Sales Tax and/or TDD Ticket Tax, as required.
- 3.3 **Actions to Secure Payment.** The TDD shall prosecute or defend any action, lawsuit or proceeding or take any other action involving third persons that the TDD deems reasonably necessary to secure the payment of the TDD Sales Tax, the TDD Ticket Tax, and any other TDD Sources.
- 3.4 **Report of Violations.** The TDD shall report all violations of the Sales Tax Law, Sections 144.010 to 144.525 of the Revised Statutes of Missouri, as amended, to the Missouri Department of Revenue for enforcement to the extent that such violations result in the District's inability to collect the TDD Sales Tax in a timely manner as provided for in the Missouri Sales Tax Law. If the Missouri Department of Revenue notifies the TDD that it refuses to undertake enforcement of the TDD Sales Tax, the TDD shall promptly initiate an action to enforce collection. Notwithstanding anything to the contrary in this Agreement, the TDD is not obligated to undertake any enforcement action if the cost of such enforcement is, in the opinion of the TDD, reasonably expected to exceed the amount of revenues sought to be collected.
- 3.5 **Records.** The TDD shall keep accurate records of the TDD Revenues collected. Any TDD records pertaining to the TDD Revenues shall be provided to any person upon written request, to the extent permitted by law.
- 3.6 **No Other Obligations or Uses of Revenues.** The TDD shall not issue any other indebtedness or obligations secured by the TDD Revenues other than as provided for in the Development Agreement.
- 3.7 **Covenant to Request Annual Appropriation.** The TDD agrees that the officer of the TDD at any time charged with the responsibility of formulating budget proposals shall be directed to include in the budget proposal submitted to the TDD for each fiscal year that all TDD Revenues shall be pledged or otherwise appropriated for deposit in the Special Allocation Fund as set forth in the Development Agreement.

4. **Indemnification and Release.** To the extent permitted by law, the TDD and the CID agree to indemnify, defend, and hold the City, its employees, agents, and independent contractors and consultants harmless from and against any and all suits, claims, costs of defense, damages, injuries, liabilities, and costs and/or expenses, including court costs and reasonable attorneys' fees and expenses, resulting from, arising out of, or in any way connected with: (i) the development and construction of the Development Project; and (ii) the negligence or willful misconduct of the TDD, the CID or the Developer or their respective employees, agents or independent contractors in connection with the management, development, and construction of the Development Project. To the extent permitted by law, the City agrees to indemnify, defend, and hold the CID and the TDD, their employees, agents, and independent contractors harmless from and against any and all suits, claims, damages, injuries, liabilities, and costs and/or expenses, including court costs and reasonable attorneys' fees and expenses, resulting from, arising out of, or in any way connected with the negligence or willful misconduct of the City, its employees, agents, and independent contractors and consultants, or arising from a default by the City of its obligations hereunder. The indemnifications set forth in this Section shall survive termination or expiration of this Agreement.

5. **Consents and Cooperation.**

- 5.1 Time is of the Essence.** Wherever in this Agreement the consent or approval of the TDD, the CID or the City is required, such consent or approval shall not be unreasonably withheld, delayed or conditioned, shall be in writing and shall be executed by a duly authorized officer or agent of the party granting such consent or approval. Further, the TDD, the CID and the City agree to take such reasonable actions as may be necessary both to carry out the terms, provisions and intent of this Agreement and the Development Agreement, and to aid and assist each other in carrying out such terms, provisions and intent.
- 5.2 Cooperation.** The City shall cooperate with the TDD, the CID and the Developer in all aspects of the predevelopment, design, construction, improvement, financing, operation and maintenance of the Development Project, including without limitation, the following: (a) expediting the performance of any and all inspections and the processing and approval of any and all permits, licenses and other entitlements and authorizations, including, without limitation, any and all Governmental Approvals; (b) expediting the review, processing and approval of any and all plans, drawings and other documents and materials; and (c) using its best efforts to assist in facilitating the pledge or appropriation of CID Revenues and TDD Revenues each, respectively, as set forth in Section 2 and Section 3 of this Agreement, including, without limitation, cooperating with the agents, representatives and attorneys of the TDD, CID and Developer in connection therewith and entering into an agreement to provide continuing disclosure of information in compliance with all applicable Federal rules and regulations related to the Bonds.

6. **Miscellaneous.**

- 6.1 Representations and Warranties of the CID.** The CID hereby represents and warrants to the City that: (i) the CID is authorized to enter into and perform this Agreement and each agreement to be executed and performed by the CID, pursuant to this Agreement; (ii) this Agreement was duly authorized by the governing body of the CID; and (iii) this Agreement is binding upon, and enforceable against the CID, in accordance with its terms.
- 6.2 Representations and Warranties of the TDD.** The TDD hereby represents and warrants to the City that: (i) the TDD is authorized to enter into and perform this Agreement and each agreement to be executed and performed by the TDD, pursuant to this Agreement; (ii) this Agreement was duly authorized by the governing body of the TDD; and (iii) this Agreement is binding upon, and enforceable against the TDD, in accordance with its terms.
- 6.3 Representations and Warranties of the City.** The City hereby represents and warrants to the CID and the TDD that: (i) the City is authorized to enter into and perform this Agreement and each agreement to be executed and performed by the City pursuant to this Agreement; (ii) this Agreement was duly authorized by the governing body of the City; and (iii) this Agreement is binding upon, and enforceable against the City, in accordance with its terms.
- 6.4 Warranty; Right to Make Agreement.** The TDD, the CID and the City each warrant to the other with respect to itself that neither the execution of this Agreement nor the finalization of the transactions contemplated hereby shall: (i) violate any provision of law or judgment, writ, injunction, order or decree of any court or governmental authority having jurisdiction over it; (ii) result in or constitute a breach or default under any indenture, contract, other commitment or restriction to which it is a party or by which it is bound; or (iii) require any consent, vote or approval which has not been taken, or at the time of the transaction involved shall not have been given or taken.
- 6.5 Relationship.** Neither this Agreement nor any agreements, instruments, documents, or transactions contemplated hereby shall in any respect be interpreted, deemed or construed as making either party hereto a partner, joint venturer with, or agent of the other party. The TDD, the CID and the City agree that neither party will make any contrary assertion, claim or counterclaim in any action, suit, arbitration or other legal proceedings involving the TDD, the CID and the City.
- 6.6 Applicable Law.** This Agreement shall be taken and deemed to have been fully executed, made by the parties in, and governed by, the laws of the State of Missouri.
- 6.7 Entire Agreement; Amendment.** This Agreement constitutes the entire agreement between the TDD, the CID and the City with respect to the matters herein and no other agreements or representations other than those contained in this Agreement have been made by the parties. It supercedes all prior written or oral understandings with respect thereto. This Agreement shall be amended only in writing and effective when signed by the authorized agents of the TDD, the CID and the City and, if Bonds are issued and outstanding, approved by the Bond Trustee.
- 6.8 Counterparts.** This Agreement is executed in multiple counterparts, each of which shall constitute one and the same instrument.
- 6.9 Severability.** In the event any term or provision of this Agreement is held to be unenforceable by a court of competent jurisdiction, the remainder shall continue in full force and effect to the extent the remainder can be given effect without the invalid provision, unless the unenforceable or invalid term or provision is such that a court reasonably would find that the parties, or either of them, would not have entered this Agreement without such term or provision, or would not have intended the remainder of this Agreement to be enforced without such term or provision.

7. **Notices.** Any notice, demand, or other communication required by this Agreement to be given by either party hereto to the other shall be in writing and shall be sufficiently given or delivered if dispatched by certified mail, postage prepaid, or delivered personally as follows:

**In the case of the CID:**

Ballpark Village Community Improvement District  
c/o The Cordish Company  
601 East Pratt Street, 6th Floor  
Baltimore, Maryland 21202  
Attention: Blake Cordish

With copies to:

The Cordish Company  
601 East Pratt Street, 6th Floor  
Baltimore, Maryland 21202  
Attention: General Counsel

And

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

**In the case of the TDD:**

Ballpark Village Transportation Development District  
c/o The Cordish Company  
601 East Pratt Street, 6th Floor  
Baltimore, Maryland 21202  
Attention: Blake Cordish

**With copies to:**

The Cordish Company  
601 East Pratt Street, 6th Floor  
Baltimore, Maryland 21202  
Attention: General Counsel

And

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

**In the case of the City, to:**

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

**With a copy to:**

St. Louis Development Corporation  
1015 Locust Street, Suite 1200  
St. Louis, Missouri 63101  
Attention: Executive Director

And

City Counselor  
City of St. Louis

1200 Market Street, Room 314  
St. Louis, Missouri 63103  
Attention: Patricia A. Hageman

And

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

or to such other address with respect to either party as that party may, from time to time, designate in writing and forward to the other as provided in this Section.

- 8. **Waiver.** The failure of either party to insist upon a strict performance of any of the terms or provisions of this Agreement, or to exercise any option, right or remedy contained in this Agreement, shall not be construed as a waiver or as a relinquishment for the future of such term, provision, option, right or remedy, but the same shall continue and remain in full force and effect. No waiver by either party of any term or provision hereof shall be deemed to have been made unless expressed in writing and signed by such party.

[Remainder of Page Intentionally Left Blank.]

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed as of the date first written above.

**BALLPARK VILLAGE TRANSPORTATION  
DEVELOPMENT DISTRICT**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

Seal

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**BALLPARK VILLAGE COMMUNITY  
IMPROVEMENT DISTRICT**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**CITY OF ST. LOUIS, MISSOURI**

\_\_\_\_\_  
By: Mayor

\_\_\_\_\_  
By: Comptroller

Attest:

\_\_\_\_\_  
Register

Approved as to form:

\_\_\_\_\_  
City Counselor

**Approved: February 20, 2007**

**ORDINANCE #67411**  
**Board Bill No. 411**  
**Committee Substitute**

**AN ORDINANCE PURSUANT TO SECTIONS 67.1401 THROUGH 67.1571 OF THE REVISED STATUTES OF MISSOURI, AS AMENDED (THE "CID ACT"), APPROVING A PETITION OF BALLPARK VILLAGE HOLDING COMPANY, LLC (the "Developer"), TO CREATE THE BALLPARK VILLAGE COMMUNITY IMPROVEMENT DISTRICT; CREATING THE BALLPARK VILLAGE COMMUNITY IMPROVEMENT DISTRICT AS A POLITICAL SUBDIVISION OF THE STATE OF MISSOURI IN ACCORDANCE WITH THE CID ACT (THE "DISTRICT"); DESIGNATING THE DISTRICT AS A BLIGHTED AREA; DIRECTING THE CITY REGISTER OF THE CITY OF ST. LOUIS TO REPORT THE CREATION OF THE DISTRICT TO THE MISSOURI DEPARTMENT OF ECONOMIC DEVELOPMENT AS REQUIRED BY THE CID ACT; PROVIDING FOR THE COMPLETION OF CERTAIN PUBLIC IMPROVEMENTS WITHIN THE DISTRICT IN ACCORDANCE WITH THE CID ACT; AUTHORIZING OTHER RELATED ACTIONS BY CITY OFFICIALS IN CONNECTION WITH THE CREATION OF SAID DISTRICT; AND CONTAINING A SEVERABILITY CLAUSE.**

**WHEREAS**, the City of St. Louis, Missouri (the "**City**") is authorized and empowered pursuant to the CID Act, to establish a community improvement district (the "**District**") as proposed by a verified petition; and

**WHEREAS**, on January 26, 2007, a Petition for Creation of a Community Improvement District (the "**Petition**") was filed with the City Register; and

**WHEREAS**, the City Register did review and determine that the Petition substantially complies with the requirements of the CID Act and verified said Petition in accordance with the requirements of the CID Act;

**WHEREAS**, after notice of the public hearing by publication and individually to each property owner within the proposed District via certified mail, a public hearing was held on February 7, 2007, regarding creation of the District, all pursuant to Section 67.1421.1 of the CID Act; and

**WHEREAS**, subject to and in accordance with the CID Act and the Petition, and upon the approval of the qualified voters of the District, the District intends to impose a sales tax of not to exceed one percent (1%) on taxable sales within the District pursuant to Section 67.1545 of the CID Act (the "**CID Sales Tax**"); and

**WHEREAS**, subject to and in accordance with the CID Act and the Petition, and upon the approval of the qualified voters of the District, the District may, in its sole discretion, levy special assessments against real property classified by the District as an "Entertainment Venue" in an amount equal to one dollar (\$1.00) per ticket or admission fee to participate in an event held on the "Entertainment Venue" property, as permitted under the CID Act (the "**CID Entertainment Venue Assessment**"); and

**WHEREAS**, the Petition requests that the District be created with any and all powers and authority as provided by the CID Act; and

**WHEREAS**, the District shall have the authority, subject to and in accordance with the CID Act, to use any one or more of the assessments, taxes, or other funding methods specifically authorized pursuant to the CID Act to provide funds to accomplish any power, duty or purpose of the District ("**CID Sources**", and collectively with the CID Sales Tax and the CID Entertainment Venue Assessment, the "**CID Taxes**"); provided, however, that any and all revenues generated by the CID Taxes ("**CID Revenues**") shall be pledged to The Industrial Development Authority of the City of St. Louis, Missouri (the "**Authority**") for payment of the Authority's \$115,800,000 aggregate principal amount of Development Financing Revenue Bonds, Series 2007 (Ballpark Village Project) (the "**Bonds**"), plus Issuance Costs (as defined in the Development Agreement (the "**Development Agreement**") by and between the City and the Developer), reserve funds and capitalized interest funds necessary to pay debt service on the Bonds, and any other costs as agreed to by the City in the Development Agreement; and

**WHEREAS**, the Petition requests that the members of the initial Board of Directors of the District be appointed by the Mayor of the City pursuant to Section 67.1451.5 of the CID Act, which shall include three representatives of the Petitioner, one representative of the Office of the Mayor of St. Louis, Missouri, and one representative of the Office of the Comptroller of St. Louis, Missouri, who will represent the Petitioner in each one's capacity as an owner of real property within the proposed District or operator of a business operating within the proposed District; and

**WHEREAS**, the Petition provides that the District shall work toward the elimination of blight factors within the District, including but not limited to the demolition of existing structures on the property, environmental remediation, and public improvements within the adjacent right-of-way related to the construction of residential, office, retail, restaurant and entertainment within the boundaries of the District (the "**Project**"); and

**WHEREAS**, the Board of Aldermen hereby finds that the adoption of this Ordinance is in the best interest of the City of St. Louis and that the property owners, residents, and persons engaging in business or visiting the District, and the public generally will benefit by the establishment of said District.

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

**Section 1.** Pursuant to Section 67.1411.3 of the CID Act and subject to the terms of the Petition, the “Ballpark Village Community Improvement District” is hereby created as a political subdivision of the State of Missouri. A copy of the Petition containing a legal description and map of the District’s boundaries is attached hereto as Exhibit A and incorporated herein by reference.

**Section 2.** The Board of Aldermen hereby finds that the District is located in the Ballpark Village Development Area, which was declared blighted under Chapter 99 of the Revised Statutes of Missouri, as amended, pursuant to Ordinance No. [ ] [Board Bill #407]; this finding includes and the Petition sets forth and the Board of Aldermen hereby finds and adopts by reference the analysis of the factors that qualify the District as a “blighted area” as set forth in the “Development Plan for Ballpark Village”, dated January 18, 2007, which analysis is incorporated herein as if set forth here in full.

**Section 3.** Pursuant to the CID Act, the District shall have all the powers necessary to carry out and effectuate the purposes and provisions of the CID Act, except as such powers are limited in the Petition.

**Section 4.** Pursuant to the CID Act, the District is authorized, at any time, to issue obligations for the purpose of carrying out any of its powers, duties, or purposes. Such obligations shall be payable out of all, part or any combination of the revenues of the District and may be further secured by all or any part of any property or any interest in any property by mortgage or any other security interest granted. Such obligations shall be authorized by resolution of the District, and if issued by the District shall be dated such date or dates, and shall mature at such time or times, but not more than twenty (20) years from the date of issuance, as the resolution shall specify. Such obligations shall be in such denominations, bear such interest at such rate or rates, be in such form, be payable in such place or places, be subject to redemption as such resolution may provide and be sold at either public or private sale at such prices as the District shall determine subject to the provisions of Section 108.170, RSMo.

**Section 5.** Notwithstanding anything to the contrary herein or in the Petition, the District shall, assuming the issuance of the Bonds, pledge any and all CID Revenues to the Authority for payment of the Bonds.

**Section 6.** The District shall be in existence for not less than one (1) year and not more than twenty-five (25) years from the date of issuance of any obligations issued by the District or any obligations funded with revenues generated within the boundaries of the District, subject to the limitations set forth in the CID Act.

**Section 7.** Pursuant to Section 67.1451.5 of the CID Act, the Mayor shall, subsequent to the adoption of this Ordinance, appoint the District’s Board of Directors, with the consent of the Board of Aldermen.

**Section 8.** Pursuant to the CID Act, the Board of Aldermen shall not decrease the level of publicly funded services in the District existing prior to the creation of the District or transfer the financial burden of providing the services to the District unless the services at the same time are decreased throughout the City, nor shall the Board of Aldermen discriminate in the provision of publicly funded services between areas included in the District and areas not so included.

**Section 9.** Pursuant to Section 67.1421.6 of the CID Act, the City Register shall notify in writing the Missouri Department of Economic Development of the District’s creation.

**Section 10.** The City shall, and the officers, agents and employees of the City are hereby authorized and directed to take such further action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

**Section 11.** It is hereby declared to be the intention of the Board of Aldermen that each and every part, section and subsection of this Ordinance shall be separate and severable from each and every other part, section and subsection hereof and that the Board of Aldermen intends to adopt each said part, section and subsection separately and independently of any other part, section and subsection. In the event that any part, section or subsection of this Ordinance shall be determined to be or to have been unlawful or unconstitutional, the remaining parts, sections and subsections shall be and remain in full force and effect, unless the court making such finding shall determine that the valid portions standing alone are incomplete and are incapable of being executed in accord with the legislative intent.

**EXHIBIT A**  
**Petition for Creation of a Community Improvement District**  
**(Attached hereto)**



FRANCIS G. SLAY  
MAYOR

**City of St. Louis**  
**REGISTER'S OFFICE**

Room 118 City Hall  
St. Louis, Missouri 63103  
(314) 622-4145



PARRIE L. MAY  
REGISTER

January 26, 2007

Patrick Connaghan  
Clerk of the Board of Alderman  
Room 230, City Hall  
St. Louis, MO 63103

**Re: Petition to Establish the Ballpark Village Community  
Improvement District**

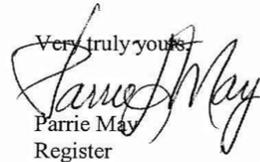
Dear Mr. Connaghan:

As used in this letter, "Act" means Section 67.1401 et seq. RSMo., as amended, the Community Improvement District Act adopted by the State of Missouri.

I am the duly appointed, qualified, and acting Register of the City of St. Louis ("City").

A Petition for the creation of the Ballpark Village Community Improvement District under the Act (the "Petition") was filed with my office on January 26, 2007.

The Petition and execution pages were reviewed by me and by personnel from the offices of the Assessor and City Counselor. Based on my review and on information and advice provided to me by those offices, I hereby report to you that the Petition substantially complies with the requirements of Section 67.1421.2, RSMo.

~~Very truly yours,~~  
  
Parrie L. May  
Register

cc: John Gilbert, Manager, Commercial Property Appraisals  
Thomas Vollmer, Deputy Collector Revenue  
Jonathan Giokas, Esq., Husch & Eppenberger

**PETITION FOR THE CREATION OF A  
COMMUNITY IMPROVEMENT DISTRICT**

To the City of St. Louis, Missouri:

The undersigned (the "**Petitioner**") is the owner or representative of the owners of record of more than fifty percent (50%) (a) by assessed value of all real property within the hereinafter described community improvement district, and (b) per capita of all owners of real property within the hereinafter described community improvement district. The Petitioner hereby files this Petition for the Creation of a Community Improvement District (the "**Petition**") and requests that the City of St. Louis, Missouri (the "**City**"), create a community improvement district as described herein, to be known as the **BALLPARK VILLAGE COMMUNITY IMPROVEMENT DISTRICT** (the "**District**"), pursuant to the authority of the Community Improvement District Act, Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri, as amended (the "**CID Act**").

1. The legal description of the proposed District is set forth in **Exhibit A** hereto and incorporated herein by reference (the "**District Property**").

2. The boundary map of the District Property is set forth in **Exhibit B** hereto and incorporated herein by reference.

3. The City is considering an ordinance designating that the District Property as a "blighted area" as defined by Sections 99.915 through 99.1060 of the Revised Statutes of Missouri, as amended ("**MoDESA**") and approving the "Development Plan for Ballpark Village dated January 18, 2007" (the "**MoDESA Ordinance**"). The MoDESA Ordinance also will establish a "development area" and a "development project area", the boundaries of which development project area are expected to be coterminous with the District Property.

4. The name of the proposed District will be the Ballpark Village Community Improvement District.

5. The signature of the signers may not be withdrawn later than seven (7) days after this Petition is filed with the municipal clerk.

6. Petitioner requests that in accordance with Section 67.1401.2(3) of the CID Act, the Board of Aldermen make a determination that the District is a "blighted" area as defined in Section 99.918(3) of MoDESA by acknowledging and reaffirming adoption by the City of the MoDESA Ordinance.

7. The five-year plan stating a description of the purposes of the proposed District, the services it will provide, the improvements it will make and an estimate of costs of such services and improvements to be incurred is set forth in **Exhibit C** hereto and incorporated herein by reference, which includes a description of the public improvements to be undertaken by the proposed District (the "**Project**"). The Project is generally described as those public improvements and services authorized by the CID Act to be undertaken by the District in the

furtherance of the development plan and development project contemplated by the MoDESA Ordinance.

8. The proposed District shall be a separate political subdivision governed by a board of directors (the "**Board**") appointed by the chief elected officer of the City (the "**Mayor**") with the consent of the Board of Aldermen in accordance with Section 67.1451.5 of the CID Act.

9. The Board shall be composed of five (5) members (each, a "**Director**"). Each Director shall meet the requirements as set forth in the CID Act.

10. The total assessed value of all real property within the proposed District is \$4,484,600.

11. The proposed length of time for the existence of the proposed District is not less than one (1) year and not more than twenty-five (25) years from the date of issuance of any obligations issued by the proposed District or any obligations funded with revenues generated within the boundaries of the District.

12. The proposed District will not impose real property taxes within its boundaries.

13. Subject to and in accordance with the CID Act and the Petition, and upon the approval of the qualified voters of the proposed District, the District may, in its sole discretion, levy special assessments against real property classified by the District as an "Entertainment Venue" in an amount equal to one dollar (\$1.00) per ticket or admission fee to participate in an event held on the "Entertainment Venue" property, as permitted under the CID Act (the "**CID Entertainment Venue Assessment**").

14. The proposed District may, upon approval by the qualified voters of the proposed District, impose a sales tax (the "**CID Sales Tax**") at the rate of not to exceed one percent (1%) on the receipts from the sales at retail of all tangible personal property or taxable services at retail within the proposed District, if such property and services as subject to taxation by the State of Missouri pursuant to the provisions of Sections 144.010 to 144.525 of the Revised Statutes of Missouri, as amended, except such CID Sales Tax shall not apply to the sale or use of motor vehicles, trailers, boats or outboard motors, nor to public utilities.

15. Unless limited by this Petition, the District shall have all powers and authority as set forth in the CID Act.

16. Notwithstanding anything to the contrary contained in this Petition, any and all revenues generated by any one or more of the assessments, taxes, or other funding methods specifically authorized pursuant to the CID Act may be used to provide funds to accomplish any power, duty or purpose of the District ("**CID Sources**", and collectively with the CID Sales Tax and the CID Entertainment Venue Assessment, the "**CID Taxes**"); provided, however, that all revenues generated by the CID Taxes ("**CID Revenues**") shall be pledged to The Industrial Development Authority of the City of St. Louis, Missouri (the "**Authority**") for payment of the Authority's \$115,800,000 aggregate principal amount of Development Financing Revenue Bonds, Series 2007 (Ballpark Village Project) (the "**Bonds**"), plus Issuance Costs (as defined in the Development Agreement (the "**Development Agreement**") by and between the City and the

Developer), reserve funds and capitalized interest funds necessary to pay debt service on the Bonds, and any other costs as agreed to by the City in the Development Agreement.

17. The proposed District does not seek any limitations on its borrowing capacity.

18. Except as provided herein, the proposed District does not seek any limitations on revenue generation.

19. The proposed District does not seek any other limitations on its powers other than those specifically enumerated in the CID Act and this Petition.

20. The Petitioner hereby respectfully requests that the proposed District be established as set forth above.

Dated this 26<sup>th</sup> day of January, 2007.

(The remainder of this page is left intentionally blank.)

BALLPARK VILLAGE HOLDING COMPANY LLC,  
a Delaware limited liability company, on behalf of  
Gateway Stadium L.L.C., a Missouri limited liability  
company

By:

*Bradford S. Wood*

BRADFORD S. WOOD

~~Blake Cordish~~, Authorized Representative

STATE OF Missouri )

City ) SS

~~COUNTY~~ OF St. Louis )

Before me personally appeared Blake Cordish, to me personally known to be the individual described in and who executed the foregoing instrument. [INSERT LANGUAGE RE SIGNING ON BEHALF OF LLC, AS AUTHORIZED REPRESENTATIVE OF GATEWAY STADIUM L.L.C.]

WITNESS my hand and official seal this 26 day of January, 2007.

*Patrick J. Connaghan*  
Notary Public  
My Commission Expires: 6-13-07

PATRICK J. CONNAGHAN  
Notary Public - Notary Seal  
STATE OF MISSOURI  
City of St. Louis  
My Commission Expires: June 13, 2007

SIGNATURE PAGE TO PETITION TO CREATE THE BALLPARK VILLAGE  
COMMUNITY IMPROVEMENT DISTRICT

The undersigned requests that the Board of Aldermen of the City of St. Louis, Missouri establish the Ballpark Village Community Improvement District according to the preceding Petition and authorize the creation of the District.

PETITIONER:

NAME OF OWNER:	GATEWAY STADIUM L.L.C., a Missouri limited liability company
TELEPHONE NUMBER AND MAILING ADDRESS OF OWNER:	
NAME OF SIGNER (DIFFERENT FROM OWNER):	BALLPARK VILLAGE HOLDING COMPANY, LLC, a Delaware limited liability company
BASIS OF LEGAL AUTHORITY TO SIGN	
TELEPHONE NUMBER AND MAILING ADDRESS:	c/o The Cordish Company 601 East Pratt St., 6th Floor Baltimore, MD 21202 Attention: Blake Cordish
MAP/PARCEL #:	See <b>Exhibit B</b>
PARCEL #	64660000350
ASSESSED VALUE:	\$4,484,600 (2006)

By executing this Petition, the undersigned represents and warrants that he has received a copy of this Petition and its exhibits, has read this Petition and its exhibits, is authorized to execute this Petition on behalf of the property owner named immediately above, and authorizes this signature page to be attached to the original of this Petition to be filed in the Office of the City Clerk. The undersigned also acknowledges that his signature may not be withdrawn later than seven days after this Petition is filed with the clerk of the City.



**EXHIBIT A  
LEGAL DESCRIPTION**

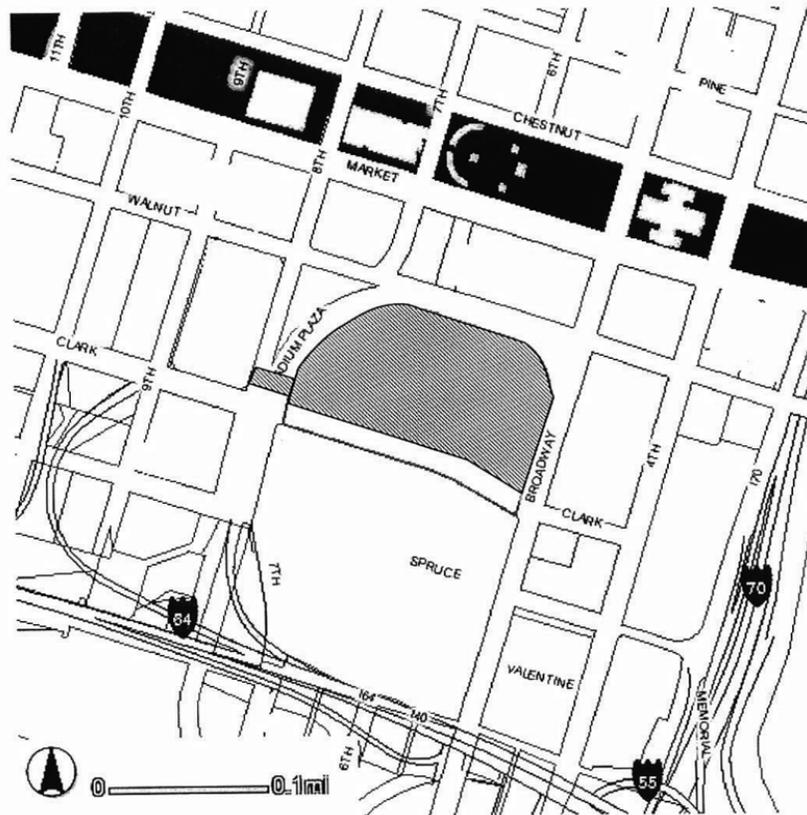
Parcel 1:

Lot 3 of "South Downtown Plaza", in City Block 6466 of the City of St. Louis, Missouri, according to plat thereof recorded in Plat Book 12232003 Page 0248 of the Office of the Recorder of Deeds of the City of St. Louis. Including also part of vacated Broadway, Walnut Street and Stadium Plaza, adjacent to Lot 3, according to plat thereof recorded in Plat Book 09272005 Page 696 of the St. Louis City Records. EXCEPTING THEREFROM, that portion of Clark Street Dedicated by instrument recorded in Plat Book 12062006 Page 322 and by Ordinance No. 67243 of the City of St. Louis Records. (Note: To be known as Amended Lot 3 of "South Down-town Plaza").

Parcel 2:

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

### EXHIBIT B BOUNDARY MAP



 Area within Community Improvement District Boundary

**EXHIBIT C  
PARCEL INFORMATION**

<b>PARCEL</b>	<b>OWNER</b>	<b>EAV—2006</b>	<b>SIZE</b>	<b>STATUS</b>
64660000350 329 S. Broadway	Gateway Stadium LLC	\$4,484,600	8.545 Acres	Commercially Assessed
<b>TOTALS:</b>		<b>\$4,484,600</b>	<b>8.545 Acres</b>	

**EXHIBIT D  
FIVE-YEAR PLAN  
2007-2011**

The five-year plan for District shall include, but is not necessarily limited to, the following:

***Purposes of the District:*** The District is designed to provide a source of revenue and to facilitate community improvement projects to increase the use and value of and cure conditions of blight found by the City of St. Louis pursuant to the MoDESA Ordinance.

The principal objective of the District is to provide a vehicle for the advance funding by benefited property owners of the improvements and services listed below and the financing and reimbursement of such expenditures through the issuance by the District of one or more notes or other obligations (as that term is and used in § 67.1401.1(10) of the CID Act), or the issuance of obligations issued by the City or the Industrial Development Authority of the City secured by the District revenues including, but not limited to, receipts from the imposition of (a) the sales and use tax of up to one percent (1%) on all retail sales made within the District which may be subject to taxation pursuant to the CID Act as further provided for in Section 14 of this Petition, (b) the special assessment on all real property within the District classified by the District as an "Entertainment Venue" in an amount allocated among the real property classified as an "Entertainment Venue" at the applicable rate as further provided for in Section 13 of this Petition, and (c) the fees, rents or other charges, if any, imposed by the District for the use of certain real property within its boundaries as set forth in Section 15 of this Petition. Any revenues received by the District up through payment of obligations issued to finance the improvements may be used for the maintenance of said improvements.

In addition to the purpose set forth above, the District is proposed for the following purposes:

- (a) Issue notes or other obligations of the District to fund the cost of the Project ("***District Obligations***");
- (b) Enter into contracts or other agreements in order to complete or cause completion of the Project and fulfillment of the other purposes of the District;
- (c) Levy retail sales and use tax in accordance with the CID Act (the "***CID Sales Tax***"); and
- (d) Assess special assessment in accordance with the CID Act (the "***CID Entertainment Venue Assessment***"); and
- (e) Fix rents, fees or other charges in accordance with the CID Act (the "***CID Fees***"); and

- (f) Attempt to remediate the conditions that cause the District Property to be a blighted area as determined by the City of St. Louis; and
- (g) Exercise any authorized purpose of the District pursuant to and in accordance with the CID Act.

**Project Description:** The Project is generally described as those public improvements and services authorized by the CID Act to be undertaken by the District in the furtherance of the development plan and development project contemplated by the MoDESA Ordinance.

**Pledge of CID Revenues.** Notwithstanding anything to the contrary contained in this Five Year Plan, any and all CID Revenues shall be pledged to the Authority for payment of the Bonds.

**Services and Additional Improvements:** The District will cause the design and implementation of various public improvements located within and benefiting the properties of the District. Such improvements may be undertaken in multiple phases or may occur in one phase. The contemplated improvements consist of all such improvements authorized under the CID Act except for the ability to acquire property by condemnation.

**Budget:** It is anticipated that the completion of the Project and other improvements and services as set forth above will be completed by the District within two (2) years from the date of adoption of an ordinance creating the District by the Board of Aldermen. The estimated costs of these services and improvements to be incurred by the District are not to exceed \$40,000,000.

**Annual Benchmark for the Five-Year Plan:** The following summarizes the annual benchmarks for the District over the first five years of existence:

2007	<ul style="list-style-type: none"> <li>▪ Approve ordinance establishing District</li> <li>▪ Appoint Board of Directors</li> <li>▪ Approve the CID Taxes</li> <li>▪ Impose and collect CID Revenues</li> <li>▪ Issue District obligations</li> <li>▪ Initiate construction of Project</li> </ul>
2008	<ul style="list-style-type: none"> <li>▪ Coordinate services to support Project</li> <li>▪ Collect and administer CID Revenues</li> <li>▪ Administer debt service on District obligations</li> <li>▪ Provide ongoing maintenance and administration of District</li> </ul>
2009	<ul style="list-style-type: none"> <li>▪ Complete construction of Project</li> <li>▪ Collect and administer CID Revenues</li> <li>▪ Administer debt service on District obligations</li> <li>▪ Provide ongoing maintenance and administration of District</li> </ul>

2010	<ul style="list-style-type: none"> <li>▪ Collect and administer District Revenues</li> <li>▪ Administer debt service on District obligations</li> <li>▪ Provide ongoing maintenance and administration of District</li> </ul>
2011	<ul style="list-style-type: none"> <li>▪ Collect and administer CID Revenues</li> <li>▪ Administer debt service on District obligations</li> <li>▪ Provide ongoing maintenance and administration of District</li> </ul>

***Services to be provided by proposed District:*** maintenance and periodic improvements to the Project and administration of outstanding District obligations.

***Annual Costs:***

Estimate of Annual Operating Costs: \$50,000 per year; subject to further negotiation.

Estimate of Annual Project Costs: approximately 33% of the total project costs will be spent in 2007, 33% in 2008 and 33% in 2009.

**ORDINANCE #67412**  
**Board Bill No. 412**

**AN ORDINANCE AUTHORIZING THE EXECUTION OF A TRANSPORTATION PROJECT AGREEMENT BETWEEN THE CITY, THE BALLPARK VILLAGE TRANSPORTATION DEVELOPMENT DISTRICT AND BALLPARK VILLAGE HOLDING COMPANY, LLC; PRESCRIBING THE FORM AND DETAILS OF SAID AGREEMENT; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AUTHORIZING OTHER RELATED ACTIONS IN CONNECTION WITH THE TRANSPORTATION PROJECT; AND CONTAINING A SEVERABILITY CLAUSE.**

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

**WHEREAS**, pursuant to Sections 238.200 to 238.275 of the Revised Statutes of Missouri, as amended (the “TDD Act”), the Ballpark Village Holding Company, LLC, a Delaware limited liability company (the “Developer”) intends to create the Ballpark Village Transportation Development District (the “TDD”) as a political subdivision of the State with the authority to generate revenue to fund a certain “Transportation Project”, for the benefit of the City; and

**WHEREAS**, the City constitutes the “local transportation authority” (as defined in the TDD Act) for the purposes of approving the Transportation Project pursuant to the TDD Act; and

**WHEREAS**, no portion of the proposed Transportation Project is intended to be merged into the State highways and transportation system under the jurisdiction of the Missouri Highway Transportation Commission, therefore, approval of the Transportation Project will vest exclusively with the City; and

**WHEREAS**, the TDD Act provides that, prior to construction or funding of a proposed project, such project shall be submitted to the local transportation authority for its prior approval, subject to any required revisions of such project and the TDD and the local transportation authority entering into a mutually satisfactory agreement regarding the development and future maintenance of such proposed project; and

**WHEREAS**, the City hereby desires and intends to approve the Transportation Project subject to the TDD and the City entering into a mutually satisfactory agreement regarding the development and future maintenance of the Transportation Project; and

**WHEREAS**, the City intends to enter into that certain Transportation Project Agreement (the “Agreement”), in the form attached hereto as **Exhibit A** and incorporated herein by reference, with the TDD and the Developer, as a mutually satisfactory agreement regarding the development and future maintenance of the Transportation Project; and

**WHEREAS**, the Board of Aldermen hereby determines that the terms of the Transportation Project Agreement attached as **Exhibit A** hereto and incorporated herein by reference are acceptable and that the execution, delivery and performance by the City, the Developer and the TDD of their respective obligations are in the best interests of the City and the health, safety, morals and welfare of its residents.

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

**SECTION ONE.** The Board of Aldermen hereby approves the Transportation Project as submitted to the City with such changes as shall be approved by the Mayor or his designated representative upon submission by the TDD of the plans and specifications of the Transportation Project and as may be consistent with the intent of this Ordinance.

**SECTION TWO.** The Board of Aldermen further finds and determines that it is necessary and desirable to enter into the Transportation Project Agreement with the TDD and the Developer in order to implement the Transportation Project.

**SECTION THREE.** The Board of Aldermen finds and determines that the Transportation Project is necessary and desirable in order to increase the supply of available parking in the City.

**SECTION FOUR.** The Board of Aldermen hereby approves, and the Comptroller of the City is hereby authorized and directed to execute, on behalf of the City, the Transportation Project Agreement by and between the City, the TDD and the Developer attached hereto as **Exhibit A**, and the City Register is hereby authorized and directed to attest to the Transportation Project Agreement and to affix the seal of the City thereto. The Transportation Project Agreement shall be in substantially the form attached, with such changes therein as shall be approved by the Comptroller and as may be consistent with the intent of this Ordinance and necessary and appropriate in order to carry out the matters herein authorized.

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

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

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

#### EXHIBIT A

#### Transportation Project Agreement (Attached hereto.)

#### BALLPARK VILLAGE TRANSPORTATION DEVELOPMENT DISTRICT TRANSPORTATION PROJECT AGREEMENT

**THIS BALLPARK VILLAGE TRANSPORTATION DEVELOPMENT DISTRICT TRANSPORTATION PROJECT AGREEMENT** (this "**Agreement**") is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2007, by and between the **BALLPARK VILLAGE TRANSPORTATION DEVELOPMENT DISTRICT**, a political subdivision duly organized and existing under the laws of the State of Missouri (the "**TDD**") and the **CITY OF ST. LOUIS, MISSOURI**, a city and political subdivision duly organized and existing under its charter and the Constitution and laws of the State of Missouri (the "**City**"), and **BALLPARK VILLAGE HOLDING COMPANY, LLC**, a Delaware limited liability company (the "**Developer**").

#### Recitals:

1. The TDD is a political subdivision and transportation development district formed pursuant to the Missouri Transportation Development District Act, Sections 238.200 to 238.275 of the Revised Statutes of Missouri, as amended (the "**TDD Act**").
2. The Developer is affiliated with the owner of certain real property located in the City, legally described on **Exhibit A** attached hereto and incorporated herein by reference, together with certain improvements thereon (the "**Property**").
3. Pursuant to Ordinance No. [\_\_\_\_\_] approved February 9, 2007 (the "**Approving Ordinance**"), the City (a) approved a development plan attached thereto (the "**Development Plan**") for development of a certain area within the City (the "**Development Area**"), (b) adopted the development project described in the Development Plan (the "**Development Project**"), (c) adopted development financing within the Development Area, and (d) established the "City of St. Louis, Missouri, Special Allocation Fund for the Ballpark Village Development Area" (the "**Special Allocation Fund**").
4. Pursuant to Ordinance No. [\_\_\_\_\_] approved February 9, 2007 (the "**Authorizing Ordinance**"), the City designated the Developer as "developer" of the Development Area, and approved the execution of a Development Agreement by and between the City and the Developer in substantially the form attached thereto (the "**Development Agreement**").
5. Pursuant to the Development Agreement, the Developer has or will cause the creation of the TDD to finance a portion of the Development Project (the "TDD Project" as further defined in **Section 1** of this Agreement) upon the Property.
6. The TDD intends to pledge all TDD revenues to The Industrial Development Authority of the City of St. Louis, Missouri (the "**Authority**") for payment of the Authority's \$115,800,000 aggregate principal amount of Development Financing Revenue Bonds, Series 2007 (Ballpark Village Project) (the "**Bonds**"), plus Issuance Costs (as defined in the Development Agreement), reserve funds and capitalized interest funds necessary to pay debt service on the Bonds, and any other costs as agreed to by the City in the Development Agreement. The contribution by the TDD towards the acquisition and construction of the TDD Project is intended to reimburse the Developer for the acquisition and construction of the TDD Project.
7. The City, the Developer and the TDD desire to enter into this Agreement in order to: (i) acknowledge the general economic benefit and value to the community created by the TDD Project and to provide for public access within the TDD Project on the terms set forth herein; and (ii) memorialize the agreement of the City, acting in its capacity as the "local transportation authority" (as defined in the TDD Act) regarding development and future maintenance of the TDD Project.

**NOW, THEREFORE**, in consideration of the foregoing, and for other good and valuable consideration, receipt and sufficiency of which are acknowledged, the Developer, the TDD and the City hereby agree as follows:

**Section 1. Definitions.** In addition to the capitalized terms defined elsewhere in this Agreement and in the Recitals, the following capitalized terms used in this Agreement shall have the meanings ascribed to them in this Section.

*Property.* The real property described in **Exhibit A** hereto, all of which is located within the boundaries of the TDD.

*TDD Project.* The acquisition and construction of transportation-related improvements on the Property as provided in the TDD Act and the Development Agreement.

*TDD Taxes.* All assessments, property taxes, sales taxes or other funding methods specifically authorized pursuant to the TDD Act.

*Term.* The period commencing on the date the Property is conveyed to the TDD and, unless otherwise terminated hereunder prior thereto, continuing until the end of the calendar month that includes that date that is the later of: (i) the end of the reasonably expected useful life of the TDD Project, as determined by an engineer qualified to provide engineering services in the State of Missouri; or (ii) the satisfaction in full of all Bonds.

## **Section 2. TDD Project Operation and Maintenance.**

Except as otherwise provided herein, during the Term hereof, the TDD shall perform, or cause to be performed, all obligations connected with or arising out of owning, occupying or using the TDD Project or any part thereof, including without limitation the payment of all expenses required for the operation of the TDD Project, including, without limitation, payment of any real or personal property taxes, assessments, payments in lieu of taxes assessed, any expenses incurred, performance of any cleaning or maintenance services required to maintain the TDD Project in good condition, and provision of any repairs for any damage to the TDD Project. The TDD agrees to operate and maintain the TDD Project in accordance with all applicable laws and regulations.

**Section 3. Indemnification and Release.** To the extent permitted by law, the TDD and the Developer agree to indemnify, defend, and hold the City, its employees, agents, and independent contractors and consultants harmless from and against any and all suits, claims, costs of defense, damages, injuries, liabilities, and costs and/or expenses, including court costs and reasonable attorneys' fees and expenses, resulting from, arising out of, or in any way connected with: (i) the development and construction of the TDD Project, including liability under any environmental laws; and (ii) the negligence or willful misconduct of the TDD or its respective employees, agents or independent contractors in connection with the management, development, and construction of the TDD Project, but not with respect to any financing related thereto. To the extent permitted by law, the City agrees to indemnify, defend, and hold the TDD and Developer and their employees, agents, and independent contractors harmless from and against any and all suits, claims, damages, injuries, liabilities, and costs and/or expenses, including court costs and reasonable attorneys' fees and expenses, resulting from, arising out of, or in any way connected with the negligence or willful misconduct of the City, its employees, agents, and independent contractors and consultants, or arising from a default by the City of its obligations hereunder. The indemnifications set forth in this Section shall survive termination or expiration of this Agreement.

**Section 4. Public Access.** The TDD, in cooperation with the City, intends to make available a portion of the TDD Project designated as "public" pursuant to applicable law and the terms set forth in the Development Agreement.

## **Section 5. Miscellaneous.**

5.1. **Representations and Warranties of the TDD.** The TDD hereby represents and warrants to the City that: (i) the TDD is authorized to enter into and perform this Agreement and each agreement to be executed and performed by the TDD pursuant to this Agreement; (ii) this Agreement was duly authorized by the governing body of the TDD; and (iii) this Agreement is binding upon, and enforceable against the TDD, in accordance with its terms.

5.2. **Representations and Warranties of the City.** The City hereby represents and warrants to the TDD that: (i) the City is authorized to enter into and perform this Agreement and each agreement to be executed and performed by the City pursuant to this Agreement; (ii) this Agreement was duly authorized by the governing body of the City; and (iii) this Agreement is binding upon, and enforceable against the City, in accordance with its terms.

5.3. **Applicable Law.** This Agreement shall be taken and deemed to have been fully executed, made by the parties in, and governed by, the laws of the State of Missouri.

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

5.5. **Entire Agreement; Amendment.** Except with respect to the Development Agreement, this Agreement constitutes the entire agreement between the TDD, the Developer and the City with respect to the matters herein and no other agreements or representations other than those contained in this Agreement have been made by the parties. This Agreement shall be amended only in writing and effective when signed by the authorized agents of the TDD, the Developer and the City.

5.6. **Counterparts.** This Agreement is executed in multiple counterparts, each of which shall constitute one and the same instrument.

5.7. **Severability.** In the event any term or provision of this Agreement is held to be unenforceable by a court of competent jurisdiction, the remainder shall continue in full force and effect to the extent the remainder can be given effect without the invalid provision, unless the unenforceable or invalid term or provision is such that a court reasonably would find that the parties, or any of them, would not have entered this Agreement without such term or provision, or would not have intended the remainder of this Agreement to be enforced without such term or provision.

5.8. **Notices.** Any notice, demand, or other communication required by this Agreement to be given by any party hereto to the others shall be in writing and shall be sufficiently given or delivered if dispatched by certified mail, postage prepaid, or delivered personally as follows:

**In the case of the TDD:**

Ballpark Village Transportation Development District  
c/o The Cordish Company  
601 East Pratt Street, 6th Floor  
Baltimore, Maryland 21202  
Attention: Blake Cordish

With copies to:

The Cordish Company  
601 East Pratt Street, 6th Floor  
Baltimore, Maryland 21202  
Attention: General Counsel

And

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

**In the case of the City, to:**

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

With a copy to:

St. Louis Development Corporation  
1015 Locust Street, Suite 1200  
St. Louis, Missouri 63101  
Attention: Executive Director

And

City Counselor  
City of St. Louis  
1200 Market Street, Room 314  
St. Louis, Missouri 63103  
Attention: Patricia A. Hageman

or to such other address with respect to either party as that party may, from time to time, designate in writing and forward to the other as provided in this Section.

[Remainder of Page Intentionally Left Blank.]

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed as of the date first written above.

**BALLPARK VILLAGE TRANSPORTATION  
DEVELOPMENT DISTRICT**

By: \_\_\_\_\_  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

(Seal)

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**CITY OF ST. LOUIS, MISSOURI**

By: Mayor \_\_\_\_\_

By: Comptroller \_\_\_\_\_

Attest:

\_\_\_\_\_  
Register

Approved as to form:

\_\_\_\_\_  
City Counselor

**BALLPARK VILLAGE HOLDING COMPANY,  
LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT A  
Legal Description of Property**

*Developer Controlled Site (Parcel Number 6466000350):*

Parcel 1:

Lot 3 of "South Downtown Plaza", in City Block 6466 of the City of St. Louis, Missouri, according to plat thereof recorded in Plat Book 12232003 Page 0248 of the Office of the Recorder of Deeds of the City of St. Louis. Including also part of vacated Broadway, Walnut Street and Stadium Plaza, adjacent to Lot 3, according to plat thereof recorded in Plat Book 09272005 Page 696 of the St. Louis City Records. EXCEPTING THEREFROM, that portion of Clark Street Dedicated by instrument recorded in Plat Book 12062006 Page 322 and by Ordinance No. 67243 of the City of St. Louis Records. (Note: To be known as Amended Lot 3 of "South Down-town Plaza").

Parcel 2:

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

**Approved: February 20, 2007**

**ORDINANCE #67413  
Board Bill No. 416  
Committee Substitute**

An ordinance recommended by the Board of Public Service, authorizing and directing the Mayor and Comptroller to enter into and execute, on behalf of the City, a Wi-Fi Access Agreement ("Agreement") between the City of St. Louis (the "City") and SBC Internet Services, Inc. (a California corporation), d/b/a AT&T Internet Services ("the Company") pursuant to which Company will access and use City property, as defined in the Agreement, to construct and operate a wireless broadband internet access system for public use and to provide free and fee wireless broadband internet access, on terms and conditions set forth in the Agreement, a form of which is attached hereto, marked Exhibit 1 and incorporated herein by reference.

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

**SECTION ONE.** The Mayor and Comptroller are hereby authorized and directed to enter into, execute and deliver, on behalf of the City of St. Louis (the "City"), a Wi-Fi Access Agreement ("Agreement") between "the City" and SBC Internet Services, Inc., d/b/a AT&T Internet Services (the "Company") pursuant to which the Company will access and use City Property, as defined in the Agreement, to construct and operate a wireless broadband internet access system for public use and to provide free and fee wireless broadband internet access, on terms and conditions set forth in the Agreement, in substantially the form attached hereto as Exhibit 1, which is incorporated herein and made a part of this ordinance by this reference.

2/6/07

**WI-FI ACCESS AGREEMENT BY AND BETWEEN  
City of St. Louis, Missouri  
AND  
SBC Internet Services, Inc.**

**This Wi-Fi Access Agreement** (this "Agreement") is made and entered into as of the \_\_\_ day of \_\_\_, 200\_ (the "Effective Date"), by and between the City of St. Louis, Missouri ("City") and SBC Internet Services, Inc., d/b/a AT&T Internet Services ("Company"). City and Company may be referred to herein individually as a "Party" and collectively as the "Parties".

**RECITALS**

- A. Company is a provider of wireless internet broadband access services and equipment.
- B. City hereby authorizes Company to access and use City Property, as defined and in the manner provided below, to construct and operate a wireless broadband internet access system for public use (the "System") and to provide free and fee wireless broadband internet access (the "Services") during the term of this Agreement.
- C. City owns, operates, and maintains street light standards and traffic light standards and other related equipment ("Street Light Poles"). City also owns, or otherwise controls access to, certain buildings, water towers and other structures ("City Buildings"). These Poles and Buildings are located on real property that City either owns or to which City maintains access. Said Street Light Poles and City Buildings are referred to collectively herein as "City Property".
- D. Company may attach Company's communications equipment related to the System ("System Equipment") to City Property and use the associated electrical power to install, operate and maintain the System and provide Service, in the manner described in the Pole Attachment Standards Document attached hereto as Exhibit A and incorporated herein by this reference. Because it is impractical to execute a separate permit application in each instance that Company desires to use City Property, it is the intent of the Parties that this Agreement shall control such permitting process and shall serve as the all-inclusive agreement regarding such use of City Property, for the duration of this Agreement.
- E. Company intends to provide a level of both "Free" Wi-Fi Service (ad supported) and an upgraded "Fee" based service capability at the option of individual users.

**AGREEMENT**

In consideration of the above-referenced recitals and the following mutual covenants, agreements, and obligations of the Parties, Company and City agree as follows:

**1. INCORPORATION OF RECITALS AND EXHIBITS**

The foregoing recitals and attached Exhibits are incorporated herein as though fully set forth.

**2. PROVISION OF SYSTEM AND SERVICES**

In accordance with the terms and conditions contained herein, including City's agreement to waive all permit fees under the Pole Attachment Standards Document for the use of City Property for System Equipment, Company shall design, build, install, implement, operate and administer the System and provide the Services during the term of this Agreement in the manner provided in this Agreement and the attachments hereto. The detailed description of the System and the Services are set forth in the Exhibits herein.

**3. USE OF CITY PROPERTY**

City hereby authorizes Company to place System Equipment on City Property, all as further provided in the Pole Attachment Standards Document. Company shall use and access City Property in such manner as not to interfere with other services provided from or on such City Property.

**4. SYSTEM EQUIPMENT DEPLOYMENT AND REPORTING**

Beginning two (2) weeks prior to the initial installation of System Equipment on City Facilities, and every two (2) weeks thereafter until the System has been fully installed, as stated herein, AT&T will provide the City a status report and updated schedule of deployment. This report and schedule shall include, at a minimum, the location of specific City Facilities and the description of the specific System Equipment attached or to be attached. The Parties agree to meet regularly to review progress and resolve issues; such meeting may be held telephonically. City shall have the right to review Company's installation of equipment onto City Property, and City shall notify the Company of any required changes in the Deployment Plan, if such is inconsistent with the schedules provided. Promptly upon such notification, Company shall correct any deviations so that said equipment and its installation complies with the methods previously provided to City. City shall also have the right to inspect the actual installation of System Equipment for conformance with the Deployment Plan, Exhibit B, and Company shall correct any deviations from the Deployment Plan promptly upon notice from the City.

**5. COORDINATION WITH THIRD PARTIES**

Company may not interfere with any pre-existing rights of third parties who may have access to or benefit from any City Property used by Company, provided Company has prior notice of such other third parties by City. Except for any provision of electrical power on City Property used by Company, Company and City will jointly cooperate with other third party users any work that may be required by the third party users to accommodate Company's proposed work.

**6. ACCESS**

For the term of this Agreement, Company is authorized to use any easements of City and public rights of way for access to City Property to which System Equipment is attached pursuant to this Agreement. The right to access the City Property granted by this Agreement is non-exclusive and shall not be construed as a limitation on City's ability to contract with other companies.

**7. OWNERSHIP OF SYSTEM**

Except as otherwise set forth in this Agreement, as between City and Company, Company shall retain title to the System, including the System Equipment, and each device and component thereof. No portion of the System or any System Equipment shall become a fixture unless Company expressly agrees otherwise in writing. Neither City nor any third party shall gain any ownership rights in or to the System or the System Equipment, or in any intellectual property rights in or to the System or the System Equipment, in whole or in part. Without Company's prior approval, City will not translate, modify, disassemble, or reverse engineer the System or the System Equipment or create derivative works based on any portion of the System, the System Equipment, or any Company Information or authorize or permit others to do so. Company will retain ownership of all intellectual property rights and ownership of all documents, data, studies, surveys, maps, models, photographs, designs, diagrams, System Equipment, software, reports or other materials or Information prepared by Company or its subcontractors resulting from this Agreement.

**8. CONDITIONS FOR SERVICE**

City recognizes that Company's provision of Service shall depend on items provided by City or third parties and on other factors outside Company's control, including access to sufficient City Property, the provision of adequate electricity to the System Equipment, prospective users' having the appropriate equipment on their personal computers, interference, etc.

**9. INSTALLATION AND MAINTENANCE OF SYSTEM EQUIPMENT**

Company shall, at its own sole risk and expense, install and maintain System Equipment on City Property in safe and good repair and in accordance with the requirements of all municipal, state and federal laws, ordinances and regulations including the National Electrical Codes and all local modifications and regulations. As part of providing suitable City Facilities for use herein, City shall also, at no cost to Company, provide electricity to Company on such City Property to power the System Equipment in such amounts and in such form as already exists and is already available on such Property.

**10. IDENTIFICATION OF SYSTEM EQUIPMENT**

Company shall identify the System Equipment newly installed or serviced at each City Facility used by Company by means of a marking method mutually agreed upon by the Parties. Company shall provide City a Company contact telephone number to enable City to report any concerns regarding the System Equipment. In the event that City reports such concerns to Company, Company shall promptly respond to such call(s).

**11. RESERVATION OF RIGHTS**

City reserves the right to use, operate and maintain City Property, provided that City shall give Company fifteen (15) days advance notice of any non-emergency work which affects Company's System Equipment.

**12. NO OWNERSHIP OR VESTED INTEREST IN CITY PROPERTY CREATED**

No use of any City Property permitted under this Agreement shall create or vest in Company any ownership interest,

tenancy, estate or any other interest in the City Property. Company's rights therein shall be and remain a license. Each Party shall pay the cost of the installation and maintenance of its own facilities. Nothing in this Agreement shall be construed to compel City to maintain any City Property for a period longer than demanded by its own service requirements.

**13. DAMAGE TO CITY PROPERTY**

Company shall endeavor to avoid causing damage to City Property. Company shall assume responsibility for any loss from such damage caused by Company. Company shall make a prompt report of the occurrence of any such damage to City and shall, on demand, either restore such property to its condition prior to such damage (reasonable wear and tear excepted), or, at the City's option, reimburse City for the reasonable cost incurred by City in making repairs occasioned by such damage.

**14. REPLACEMENT OF CITY PROPERTY**

14.1 Movement of System Equipment. In the event that, the City determines that any City Property to which Company has attached System Equipment will be replaced, repaired or altered, City shall so notify Company in writing, and give Company an opportunity to relocate its affected System Equipment.

14.2 Emergency Movement. In cases of emergency, City may relocate, replace or renew the System Equipment, or transfer it to replacement City Property or perform any other work required to serve the needs of City. City shall make commercially reasonable efforts to notify Company of the relocation of its System Equipment in the event of such emergency, prior to the relocation of System Equipment. If as a result of this emergency work Service disruption occurs, City will not assert any liability against Company.

**15. REMOVAL OF SYSTEM EQUIPMENT**

Should Company remove its System Equipment from any of City Property, Company shall, promptly after such removal, give written notice thereof to City, specifying the poles vacated and the location thereof, as well as the date of removal. Upon any such removal, Company shall restore City Property to its original condition, fair wear and tear excepted.

**16. REMOVAL OF CITY PROPERTY**

16.1 Notice. If City desires at any time to remove any City Property to which System Equipment is attached, City shall, except in cases of emergency, give Company notice, in writing, to that effect at least thirty (30) days prior to the date on which it intends to remove such City Property. If Company cannot accommodate the removal of the System Equipment within the thirty (30) day notice period, then the Parties will either (1) have City remove and store Company's System Equipment or (2) shall negotiate and mutually agree upon a longer timeframe for removal of the City Property and Company's System Equipment, on a case by case basis.

16.2 Emergency Removal. In the event of an emergency, City may remove City Property and shall in such case immediately notify Company of the action taken, the location of and System Equipment and reasonably protect any affected System Equipment. City shall use commercially reasonable efforts to notify Company of the removal of its System Equipment, prior to such emergency removal.

**17. COMPENSATION**

Waiver of Permit Fee. City hereby waives any and all permit fees for the rights granted to Company hereunder to install and maintain its System Equipment on City Property.

**18. CONFIDENTIALITY OF INFORMATION**

18.1 Confidentiality. In the performance of its obligations under this Agreement, either Party ("Receiving Party") may receive or have access to information owned, controlled or disclosed by the other Party ("Disclosing Party"), including Information provided under a separate nondisclosure agreement prior to executing this Agreement. No Information furnished by either Party to the other Party in connection with this Agreement shall be considered to be confidential or proprietary unless it is conspicuously marked as such. Subject to all federal and state laws, including but not limited to R.S. MO. 610.021 et seq., the Receiving Party shall treat any Information that is so clearly marked as confidential or proprietary (the "Information"), and shall use such Information only for the purpose of performing under this Agreement, except as may otherwise be agreed to by the parties in writing. Neither Party is granted any rights or license to the other Party's Information. Each Party shall use the same degree of care to prevent its disclosure to others as it uses with respect to its own proprietary or confidential Information. All copies of such Information, in written, graphic or other tangible form, shall be returned to the Disclosing Party upon the earlier of (i) the Disclosing Party's request or (ii) upon termination or expiration of this Agreement. All copies of such Information in intangible form, such as electronic records, including electronic mail, shall be destroyed upon the earlier of (a) the Disclosing Party's request or (b) upon termination or expiration of this Agreement, and the Receiving Party shall certify to the Disclosing Party the destruction of all intangible copies of such Information.

- 18.2 Test and Pilot Results. City understands and agrees that any and all test and pilot results prepared by Company are and shall remain the property of Company and are hereby considered Company proprietary Information. Therefore, it shall be Company's option, in its sole discretion, to furnish City copies of such documents or to discuss such documents with City, except that Company shall furnish data and documents sufficient to confirm the results in the Phase 1 Pilot. Exhibit C. City shall not disclose to any third party field trial reports or Pilot result or Pilot documents and Information furnished by Company without Company's prior written consent.

## 19. CITY INFORMATION AND FACILITIES

Company may rely on any written information provided by City. City shall use reasonable efforts to provide Company with access to City information, facilities, equipment and/or power at the times requested by Company and as Company reasonably requires to provide the Services. City also shall use reasonable efforts to keep Company informed on developments in City's business or operations that may impact Service. Company shall have the right to access the premises of City Property at all times as reasonably necessary to fulfill its obligations hereunder; City agrees that upon request, it will provide Company with any data or knowledge in City's possession related to such premises concerning the existence of hazardous materials, including any substance whose use, transport, storage, handling, disposal or release is regulated by any law related to pollution, protection of air, water, soil, or health and safety.

## 20. DISPUTE RESOLUTION

It is the expectation of both parties that the company will provide reliable, free service in developed areas as described in Exhibit D, but City understands that conditions beyond the Company's control may disrupt or degrade the service and service quality. If City believes that this expectation is not met, in whole or part, the two parties will meet and confer to resolve any problems. If the City is still not satisfied, or if any other dispute arises out of or relates to this Agreement, or its breach, and the Parties have not been successful in resolving the dispute through direct negotiation, the Parties shall attempt to resolve the dispute through non-binding mediation by submitting the dispute to a sole mediator selected by the Parties, or if the Parties are unable to agree upon a mediator, then to a mediator selected by the American Arbitration Association ("AAA"). Each Party shall bear its own expenses and an equal share of the expenses of the mediator (and the fees of the AAA if necessary). Both Parties shall continue performing their obligations under this Agreement while any dispute is being resolved unless and until such obligations are terminated by the termination, cancellation or expiration of this Agreement.

## 21. TERM AND TERMINATION

- 21.1. Initial Term. This Agreement shall become effective on the Effective Date and shall continue in effect for a term of four (4) years (the "Initial Term").
- 21.2. Extension of Term. Upon the end of the Initial Term, this Agreement may be renewed for two (2) additional two (2) year Terms upon written notice sent from Company six (6) months prior the end the Initial Term and additional Term.
- 21.3. Termination. If a breaching Party fails to cure a material breach under this Agreement within thirty (30) days after its receipt of written notice thereof from the other Party, then, in addition to all other rights and remedies, the other Party may terminate this Agreement.
- 21.4. Effect of Termination. Company, at its own expense, shall remove the System Equipment from City Property within twelve (12) months of the date of any termination of this Agreement, and upon any such removal, shall restore City Property to its original condition, less reasonable wear and tear; provided that during such period Company may continue to provide Service or any part thereof.

## 22. NOTICE

- 22.1 Method of Giving Notices. All notices given or which may be given pursuant to this Agreement must be in writing and transmitted by United States mail or by private delivery system as follows:

To City at: Office of the City Counselor  
1200 Market Street, Room 314  
St. Louis, MO 63103

AND

Office of the Mayor  
1200 Market Street, Room 200  
St. Louis, MO 63103

To Company at:

- 22.2 Changes of Address. Notice may also be provided to such other address as either Party may from time to time designate in writing. Any facsimile transmission by either Party must be followed up by a copy sent by mail. All

such change of address notices will be effective upon their receipt.

### 23. REPRESENTATIONS AND WARRANTIES

- 23.1 City represents that, to its knowledge, after due inquiry, it has the right and authority to enter into this Agreement and grant the rights and License contained herein. City shall provide AT&T or its counsel a copy of the Board of Aldermen's records reflecting authorization of such execution of this Agreement and shall make reasonably available for AT&T's review copies of the relevant statutes, ordinances, rules, regulations, and procedures governing the authority of City to enter contracts, and the enforceability of contracts against City. The City further represents that it will make sufficient suitable City Facilities available for AT&T to meet its obligations under the Wireless Agreement for the provision of Wi-Fi Service in areas where such City Facilities currently exist. The City also represents that the applicable City Facilities will have the necessary electrical power available (or will be available with the issuance of any Construction Permit herein).
- 23.2 AT&T represents and warrants to City that, to its knowledge, after due inquiry, (i) it has all licenses, permits and rights authorizing it to enter into this Agreement; (ii) AT&T is duly organized and validly existing under the laws of the state in which it was formed and is qualified to do business in the State of Missouri; (iii) the execution and delivery of this Agreement has been duly authorized by the proper corporate proceedings; (iv) this Agreement constitutes a valid and binding obligation of AT&T enforceable in accordance with its terms, subject to the effect of principles of equity and the applicable bankruptcy, insolvency or other similar laws, now or hereafter in effect, affecting creditors' rights generally and other customary qualifications; and (v) neither the execution, delivery or performance of this Agreement will violate or conflict with any law, rule, regulation, order, judgment, organization document, instrument or agreement by which AT&T is bound. The individuals executing this Agreement and the instruments referenced herein on behalf of AT&T each represent and warrant that they have the legal power, right and actual authority to bind AT&T to the terms and conditions of this Agreement.

### 24. ASSIGNMENT AND TRANSFER

AT&T shall not assign, transfer or sublicense its interest in or obligations under this Agreement ("Assign") without the prior written consent of City, which consent shall not be unreasonably withheld or delayed.

Notwithstanding the foregoing, AT&T may assign, transfer or sublicense its interests and obligations hereunder to a parent, wholly-owned affiliate, wholly-owned subsidiary company, or purchaser of all or substantially all of its assets or stock, without the prior written consent of City.

### 25. INDEMNIFICATION AND LIMITATION OF LIABILITY

- 25.1 **General.** To the extent not restricted by law, each Party shall protect, defend, indemnify, and hold the other Party and its officers, agents, contractors and subcontractors, employees and volunteers completely harmless from and against any and all liabilities, losses, suits, claims, judgments, fines or demands arising by reason of injury to or death of any person or damage to any real property or tangible personal property, including all reasonable costs for investigation and defense thereof (including but not limited to attorneys' fees, court costs, and expert fees), of any nature whatsoever arising out of or incident to this Agreement and/or the use or occupancy of the City Facilities or the acts or omissions of the indemnifying Party or the indemnifying Party's officers, agents, employees, contractors, or subcontractors, licensees, invitees or guests, regardless of where the injury, death or damage may occur, unless such injury, death or damage is caused by the negligence or willful misconduct of the other Party or its officers, employees or agents. This indemnification provision shall apply to any acts or omissions, willful misconduct or negligent conduct, whether active or passive, on the part of the indemnifying Party or any of the indemnifying Party's officers, agents, employees, contractors, subcontractors, licensees, invitees or guests. Both Parties' obligations under this indemnification provision shall be limited to the extent applicable law restricts its application to either Party. Each Party shall give the other reasonable notice of any such claims or actions. Each Party shall use counsel reasonably acceptable to the other in carrying out its obligations hereunder.
- 25.2 **Limitation of Liability.** Notwithstanding anything to the contrary in this Agreement, in no event shall either Party be liable to the other or to any third party for any indirect, incidental, special or consequential damages arising out of or in connection with this Agreement, including without limitation, damages for loss of business profits, anticipated revenue, information, data, the interruption of business, or any legal, engineering, consulting or other professional fees or expenses, regardless of whether such Party knew or had reason to know of the possibility of such damages.

### 26. AMENDMENT

This Agreement may be amended or modified only through a subsequent written document signed by the Parties.

### 27. SEVERABILITY

If any provision of this Agreement is held invalid or unenforceable, such invalidity or non-enforceability shall not

invalidate or render unenforceable any other portion of this Agreement. The entire Agreement will be construed as if it did not contain the particular invalid or unenforceable provision(s), and the rights and obligations of City and Company will be construed and enforced accordingly.

**28. WARRANTY DISCLAIMER**

COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS IN CONNECTION WITH THIS AGREEMENT OR THE SYSTEM OR THE SERVICES, EITHER EXPRESS, IMPLIED OR STATUTORY, ARISING BY COURSE OF CONDUCT OR BY PERFORMANCE, CUSTOM OR USAGE IN THE TRADE, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. COMPANY DOES NOT WARRANT THAT THE SYSTEM OR SERVICES WILL BE UNINTERRUPTED OR ERROR FREE IN THEIR OPERATION OR PREVENT THIRD PARTY HACKING. COMPANY ALSO SPECIFICALLY DISCLAIMS ANY WARRANTIES OR REPRESENTATIONS RELATED TO THE INTERNET SECURITY-RELATED FEATURES OF THE SYSTEM AND/OR SERVICES. COMPANY DOES NOT GUARANTEE THE AVAILABILITY, PERFORMANCE OR SECURITY OF THE INTERNET OR WIRELESS SERVICES.

**29. TERMS OF USE**

Company may require users of the Service to agree electronically to terms of use governing the Service, including an acceptable use policy and Privacy Policy (Exhibit I). Such terms of use shall be consistent with Company's standard terms of use. In the event of any conflict between such terms of use and the terms of this Agreement, the terms of this Agreement shall take precedence.

**30. PUBLICITY**

30.1 Use of Company Marks. City shall not use Company's or its affiliate's or suppliers names or any language, pictures, trademarks, service marks or symbols which could, in Company's judgment, imply Company or its affiliates' identity or endorsement by Company, its affiliates or any of its employees in any (i) written, electronic or oral advertising or presentation or (ii) brochure, newsletter, book, electronic database or other written matter of whatever nature, without Company's prior written consent.

30.2 Use of City Marks. Company shall not use City's name or any language, pictures, trademarks, service marks or symbols which could, in City's judgment, imply City's identity or endorsement by City or any of its employees in any (i) written, electronic or oral advertising or presentation or (ii) brochure, newsletter, book, electronic database or other written matter of whatever nature, without City's prior written consent.

30.3 Usage Guidelines. If either party provides to the other its written approval to use of any Marks, the party's use of such Marks shall be subject to and in strict accordance with the approving party's usage and quality guidelines therefore as may be provided and/or changed by the approving party from time to time. All use of Marks shall inure to the benefit of the party to whom such Marks belong.

30.4 Co-branding. The Parties may develop a co-branding strategy to promote, market, offer and identify the Services.

**31. FORCE MAJEURE**

City understands and agrees that temporary interruptions of the Services may occur as normal events in the provision of the Services and that Company is not liable for such interruptions. City further understands and agrees that Company has no control over non-Company provided equipment and third party networks that may be in use or used to access the Services and, therefore, delays and disruptions from such equipment and networks are beyond the control of Company. In addition, none of Company or its subsidiaries, affiliates, co-branders, suppliers, licensors, partners, or other related parties, or their respective officers, agents, representatives, or employees will be responsible or liable for any failure of performance, if such failure is due to any cause beyond their reasonable control or otherwise commonly known as force majeure, including acts of God, fire, explosion, vandalism, nuclear disaster, sun spots, solar flares, terrorism, epidemic, pandemic, cable cut, storm, or other similar occurrence, any law, order, regulation, direction, action, or request by any government, civil, or military authority, national emergencies, insurrections, riots, wars, labor difficulties, supplier failures, shortages, breaches, or delays, or suspension of existing Service in compliance with the state and/or federal law, rules and regulations, or delays caused by other networks or users.

**32. LIMITATION OF LIABILITY**

32.1 Disclaimer of Certain Damages. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES OR FOR ANY FORM OF DAMAGES OTHER THAN DIRECT DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF REVENUES, LOSS OF PROFITS, OR COST OF PROCUREMENT OF SUBSTITUTE SERVICES, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

32.2 Cap on Damages. COMPANY'S AND ITS SUPPLIERS' TOTAL LIABILITY AND CITY'S SOLE AND

EXCLUSIVE REMEDY FOR ANY CLAIM OF ANY TYPE WHATSOEVER, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE SYSTEM OR THE SERVICES, SHALL BE LIMITED TO PROVEN DIRECT DAMAGES CAUSED BY COMPANY'S SOLE NEGLIGENCE IN AN AMOUNT NOT TO EXCEED ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000).

32.3 User or Subscribers' Conduct. COMPANY SHALL HAVE NO LIABILITY TO CITY FOR THE CONDUCT OF SUBSCRIBERS USING OR ACCESSING THE SYSTEM OR SERVICES

### 33. WAIVER AND CUMULATIVE REMEDIES

No course of dealing or failure of either Party to strictly enforce any term, right or condition of this Agreement shall be construed as a general waiver or relinquishment of such term, right or condition. A waiver by either Party of any default shall not be deemed a waiver of any other default. The remedies expressly provided in this Agreement shall be in addition to any other remedies available at law or in equity.

### 34. NO THIRD PARTY BENEFICIARIES

Nothing in this Agreement, express or implied, is intended or shall be construed to confer upon or give to any person, firm, individual corporation, or legal entity, other than the Parties, any rights, remedies, or other benefits under or by reason of the Agreement.

### 35. ENTIRE AGREEMENT

The terms contained in this Agreement, including all Exhibits and subordinate documents attached to or referenced in this Agreement, constitute the entire integrated Agreement between City and Company with regard to the subject matter contained herein. This Agreement supersedes all prior oral and written communications, agreements and understandings of the Parties, if any, with respect hereto.

**IN WITNESS WHEREOF**, the Parties acknowledge and accept the terms, conditions and obligations of this Agreement as evidenced by the following signatures of their duly authorized representatives. It is the intent of the Parties that this Agreement shall become operative on the Effective Date.

[City]

[Company]

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

2/6/07

## EXHIBIT A POLE ATTACHMENT AND ELECTRICAL POWER CONDITIONS

### PREFACE

- A. The Parties have, concurrent herewith, entered into a Wireless Broadband Access Agreement (the "Wireless Agreement") for the provision by AT&T of certain wireless broadband services within the City.
- B. The Wireless Agreement establishes a framework pursuant to which AT&T will provide wireless broadband services in and for the City, and for its citizens, residents and visitors.
- C. The Wireless Agreement contemplates and requires that AT&T have access to certain City Facilities and City-provided electrical power for use by AT&T in order to provide wireless services.

### Section 1: Background

1.1 The City operates and maintains certain street light and traffic signal poles, street light arms, and other structures, as well as easements associated with such appurtenances and public rights-of-ways ("City Facilities"), as listed on Exhibit A-1. The City wishes to grant AT&T, together with its contractors and subcontractors, the non-exclusive use of such City Facilities, including (i) the right to attach wireless network equipment and facilities ("Network Equipment") to the City Facilities, (ii) access to easements and public rights of way that allow access to such City Facilities, and (iii) the provision of adequate electrical power for the Network, as stated herein.

1.2 The Parties are entering into a Wi-Fi Access Agreement under which AT&T shall install, operate, and maintain its

Network Equipment, in order to provide a proprietary wireless broadband telecommunications service where such City Facilities exist.

1.3 AT&T wishes, subject to the terms and conditions of this Agreement, to attach Network Equipment, including certain switching, processing, communications transmission and communications distribution equipment, including radio, wire, cable, fiber and amplifier facilities, to such City Facilities and obtain from the City electrical power for such Network equipment and facilities in order to establish, maintain and operate an AT&T proprietary wireless broadband telecommunications service.

1.4 The City is willing to authorize such Attachments by AT&T to City Facilities and provide the electrical power, as well as all necessary ingress and egress to City easements and public rights-of-way to facilitate such Attachments, as set forth below.

## Section 2: Definitions

“Agreement” means the Wi-Fi Access Agreement to which this document is attached as Exhibit A-1.

“Attachment” means the physical affixing or connection of Network Equipment and facilities, by AT&T and its contractors or agents, to the City Facilities designated pursuant to this Agreement.

“City Facilities” means certain light poles, traffic signal poles, city buildings and structures, overhead and underground structures, and all appurtenances, located at agreed locations on City rights-of-way, owned by City and selected from the locations on Exhibit A-1. Where the context so requires, “City Facilities” will include the underlying Rights-of-way. Unless otherwise specified herein, the term “City Facilities” does not include City-owned poles, ducts or conduits used for the generation, transmission, or distribution of electricity provisions for use of these facilities, nor non-City owned facilities which are being used for wireless service by third parties.

“City Project Manager” means a designated City employee who performs the duties stated herein, such designation will be made by written notice to AT&T immediately after the Effective Date.

“City Rights-of-way” (or “ROW”) means City-owned real property wherein the City Facilities are located.

“Construction Permit” means the authorization by the City herein to AT&T to access and install the Network on or in City Facilities or City Rights-of-way and includes construction permits, street opening permits and minor conditional use permits.

“Day” means calendar day unless otherwise specified.

“Designated Street Lights” means those City Facilities that are street light poles with electrical power listed on Exhibit A-1, selected and identified by AT&T on the bulk Construction Permit application for attachment of Network equipment.

“License” means, for purposes of this Agreement, the right, authorization and permission from the City to AT&T by which AT&T may access City Facilities and use such for provision of wireless broadband services.

“Mast Arms” means mast arm street lights that are attached to utility poles as identified on Exhibit A-1.

“Network” means the wireless (i.e., radio) broadband access service facilities and equipment installed on City Facilities and used by AT&T to provide the wireless broadband services in the City.

## Section 3: Pole Attachment Rights

**3.1 Access to City ROW and Use of City Facilities.** The City hereby grants to AT&T the right to make all Attachments of the Network, obtain necessary electrical power and use the City Facilities for the installation, operation, and maintenance of wireless services and for the transmission, reception and operation of the wireless services and incidental uses but for no other uses. AT&T shall have the right prior to the commencement of the installation of the Network to enter the City ROW at reasonable times designated by the City to perform surveys, tests and other engineering procedures on the City Facilities located in the City ROW, if necessary, to determine that AT&T’s use of the City Facilities will be compatible with AT&T’s engineering specifications, service design, operations and governmental approvals. AT&T shall give the City five (5) business days notice of AT&T’s exercise of such right if accessing non-public areas of buildings and structures. The City agrees to reasonably cooperate with AT&T where required, at no cost to the City, to allow AT&T to perform these activities.

**3.2 Term of Rights.** The attachment rights shall run concurrently with the term of the Wi-Fi Access Agreement. Upon expiration or termination of the Wi-Fi Agreement, the attachment rights shall also expire or terminate and any rights granted by this Exhibit shall cease.

**3.3 Nonexclusivity.** AT&T understands that this Agreement does not provide AT&T exclusive use of the City ROW or any City Facility and that the City shall have the right to permit other providers of communications or other entities to install equipment or devices in the City ROW and on City Facilities. The City agrees, however, that in granting others similar access to and use of any City Facility, or for the City’s own use, the City will take reasonable steps to assure that such additional use does not present any electrical or other interference with the use of the Network for the purposes of the Wireless Agreement.

**3.4 Inter-Relationship.** The City agrees and recognizes herein, that that AT&T's performance under the Wireless Agreement is dependent upon its use of the City Facilities and Power, as set forth in this Agreement. If the City imposes any requirement on AT&T pursuant to Section 3.3 of this Agreement that would materially impair AT&T's ability to fulfill its obligations under the Wireless Agreement, the City and AT&T agree to use their best efforts to negotiate an acceptable alternate solution to avoid and/or mitigate any such impairment.

**3.5 Condition Ready.** The City shall provide sufficient suitable City Facilities for AT&T to be able to install its Network and provide wireless services in areas where such City Facilities currently exist. Except as otherwise provided in this section, however, nothing in this Agreement shall require the City to make any particular City Facility available to AT&T or to repair or make ready any City Facility for installation of AT&T's Network.

#### **Section 4: Construction**

**4.1 Location of Network.** The proposed locations of AT&T's planned initial installation of the Network shall be provided to the City promptly after AT&T's review of available City maps of streetlight, traffic signal pole, and city-owned facilities and prior to commencement of any deployment activities. AT&T shall submit regular reports with maps identifying the number, location and types of components planned to be installed, until the Network installation is complete. Documentation shall be submitted to the City Project Manager in an agreed format sufficient to permit City review, oversight and approval in advance of construction. AT&T shall keep the City Project Manager informed of progress on deployment on a bi-weekly basis. AT&T shall make a report to the City Project Manager upon completion of each sub-phase identifying any deviation from the approved plan.

Upon the completion of installation of the Network, AT&T shall promptly, but in no event not later than thirty (30) days following such completion, furnish to the City a summary and map identifying the exact location of Network equipment and facilities on or in City Facilities and in the City ROW.

**4.2 No Advertising, Signage or Marks.** Absent the City's prior written consent, AT&T shall not place any marks, signs, advertisements, notices, decorations, or any other unauthorized devices or Attachments in or on City Facilities or the ROW or other City ROW. AT&T may place a small identifying mark on the Network equipment or facilities mounted in the City ROW to facilitate identification.

**4.3 Construction Standards.** Network shall be installed on and removed from the City Facilities in a good and workmanlike manner without the attachment of any construction liens. City reserves the right to require AT&T, at its own expense, to paint any Network equipment or facilities in a manner consistent with the color of the City Facilities to minimize the visual impact of the Network without impacting the performance or capability of the Network equipment. If performance or capability of the Network equipment would be so affected the Parties will meet and confer on an acceptable alternate solution to avoid and/or mitigate any such performance or capability impact while also mitigating the visual impact.

**4.4 Alterations, Additions, Improvements and Equipment Upgrades.** AT&T shall not make or allow to be made any alterations, additions or improvements to or of any City Facilities or any part thereof without first obtaining the written consent of the City. If the City consents, all alterations, additions or improvements shall be made at AT&T's sole expense. AT&T may update or replace the Network from time to time with the prior written notice to the City. AT&T shall submit to the City a detailed proposal for any replacement Network and any supplemental materials, as may be requested. Upon termination of the Wi-Fi Agreement, AT&T at its sole cost and expense shall remove any alterations, additions, improvements or equipment upgrades and shall repair with all due diligence and at its sole cost and expense any damage to the City Facility caused by removal and restore such City Facility to reasonable conditions for City use, wear and tear excepted.

**4.5 Hazardous Materials.** Upon AT&T's request, the City shall provide AT&T with all written materials in the City's possession or control that the City may be required by federal regulations to provide to the City's employees regarding the presence of Hazardous Materials on City Facilities that AT&T is considering using for or in connection with installation or Attachment of any Network element.

#### **Section 5: Relocation and Displacement of Network.**

**5.1 Relocations at City's Request.** AT&T understands and acknowledges that City may occasionally require AT&T to relocate or remove Network equipment or facility from one or more of its City Facilities or City ROW, and AT&T shall at City's direction relocate or remove such at AT&T's sole cost and expense, whenever City reasonably determines that the relocation or removal is needed for any of the following purposes: (a) to facilitate the construction, completion, repair, relocation, or maintenance of a City project; (b) to prevent a Network component from interfering with or adversely affecting proper operation of City-owned light poles, traffic signal poles, or other City Facilities; or (c) to protect or preserve the public health or safety, or the perception thereof. In any such case, the City shall use its best efforts to afford AT&T a reasonably equivalent alternate location. Except in case of emergency, if AT&T shall fail to relocate or remove any such Network equipment or facility as requested by the City within fifteen (15) days, the City shall be entitled to relocate or remove the same at AT&T's sole cost and expense, without further notice to AT&T. In such event the City shall not be responsible for damage to the removed Network equipment or facility, but shall use reasonable care to preserve such removed equipment or facility until retrieved by AT&T. The City recognizes that such a required change could materially impair AT&T's ability to meet its obligations under the Wireless Agreement, in such a case, the City and AT&T agree to use their best efforts to negotiate an acceptable alternate solution to avoid and/or mitigate interruption any such impairment.

**5.2 Relocations at AT&T's Request.** In the event AT&T desires to relocate any Network equipment or facility from one

City Facility to another, AT&T shall so advise the City. The City will use its best efforts to accommodate AT&T by making another reasonably equivalent City Facility available for use in accordance with and subject to the terms and conditions of this Agreement, at AT&T's sole cost and expense. During any Attachment, if AT&T discovers that the City Facility is unsuitable for any reason, AT&T is authorized to move such to another City Facility which is suitable upon prompt notice to City Project Manager, or designate.

**5.3 Damage to City Facility.** Whenever the removal or relocation of Network is required or permitted under this Agreement, and such removal or relocation shall cause or causes the City Facility to be damaged, AT&T, at its sole cost and expense, shall, promptly repair and return the City Facility in which the Network is located to its prior condition to the satisfaction of the City's Director of Public Works. If AT&T does not repair the site as just described, then the City shall have the option, upon fifteen (15) days' prior written notice to AT&T, to perform or cause to be performed such reasonable and necessary work on behalf of AT&T and to charge AT&T for the proposed costs to be incurred or the actual costs incurred by the City at the City's standard rates. Upon the receipt of a demand for payment by the City, AT&T shall promptly reimburse the City for such costs.

**5.4 Repairs and Notification.** Any damage done to the City Facilities during construction, installation, repairs, relocation and/or during operations shall be repaired or replaced immediately at AT&T's sole cost and expense and to City's sole satisfaction. AT&T shall pay all costs and expenses in relation to maintaining the integrity of the City Facilities in connection with AT&T's construction, installation, repairs, relocation and/or operations of Network. Except in case of emergency, AT&T shall notify City in advance in writing of AT&T's proposed construction, maintenance or repair activities to be performed on the City Facilities in order to coordinate those activities with City's operations.

**5.5 Destruction of City Facilities.** In the event that a City Facility, including but not limited to a traffic signal pole, street light pole, light or other supporting structure is rendered unusable through the action of a third party, including, but not limited to, vehicle involved in a collision with such facility, City's sole responsibility shall be to notify AT&T of such action, transport any Network equipment or facilities located or attached to such facility to a place of storage and make such equipment and facilities available for retrieval by AT&T with fourteen (14) days from the time such notice is given. City shall use reasonable care to preserve such but shall not be responsible for any damage to the equipment resulting from the transportation or storage as stated herein.

**5.6 City Repairs to City Facilities.** City reserves to itself the right to maintain and repair the City Facilities and to operate its facilities in such manner as will best enable it to fulfill its own requirements and will use reasonable care not to damage any AT&T Network equipment or facilities during such maintenance, but City shall not be liable to AT&T for any interruptions to AT&T's wireless services or interference with the operation of the Network arising in any manner from such maintenance of the City Facilities. If such repairs may materially impair AT&T's ability to meet its obligations under the Wi-Fi Agreement, the City and AT&T agree to use their best efforts to negotiate an acceptable alternate solution to avoid and/or mitigate such impairment.

City recognizes that the provision of electric power under this Agreement is material to the provision of wireless services by AT&T. Nevertheless AT&T recognizes that City may occasionally have to make repairs or perform maintenance on the City Facilities which will cause a temporary cessation or loss of electricity. City shall endeavor to return electric service to the Network in a timely manner.

## **Section 6: Maintenance.**

**6.1 AT&T's Obligation to Maintain.** AT&T shall have sole responsibility for the maintenance, repair, and security of its equipment, personal property, Network, and improvements, and shall keep the same in good repair and condition during the term of the Agreement.

**6.2 Safe Condition and Good Repair.** AT&T shall keep the Rights-of-Way free of debris and anything of a dangerous, noxious or offensive nature or which would create a hazard or undue vibration, heat, noise or interference caused by the Network. AT&T shall, at its own expense, maintain the Network and any equipment on or attached to the City Facilities in (i) a safe condition, in good repair; (ii) in a manner reasonably satisfactory to City so as not to conflict with the use of or other leasing of the City Facility by City; and (iii) in conformity with such requirements and specifications as the City may require at the time of installation and thereafter in compliance with all federal, state and local laws and regulations of general applicability, including but not limited to the National Electrical Safety Code. AT&T shall not interfere with the use of the City Facility, related facilities or other equipment of other tenants on the same City Facility.

**6.3 Painting of Network.** In the event the City or any other tenant undertakes painting, construction or other alterations on City Facilities, AT&T shall take reasonable measures at AT&T's cost to cover or protect AT&T's equipment, personal property or Network from paint and debris fallout which may occur during the painting, construction or alteration process.

**6.4 City's Rights with Regard to Maintenance.** After AT&T has constructed its Network, the City shall keep in good repair and condition the City Facilities used by the Network. The City recognizes that AT&T's provision of wireless services may be dependent upon this.

**6.5 Mutual Cooperation.** The City agrees to reasonably and non-discriminatorily cooperate with AT&T in obtaining, at AT&T's expense (including reimbursement of the City's reasonable attorney and administrative fees), any federal licenses and permits required for or substantially required by AT&T's use of the City Facilities. AT&T shall obtain written certification from the City of ST. Louis that the City Facilities on the Rights-of-way cause no interference or loss of signal of any City owned or operated communications services prior to turning up power and transmitting any signal from the AT&T's Network on the City Facilities. AT&T agrees to cooperate with the City to provide and review all technical information including engineering data on

intermodulation and power output of AT&T's Network to allow a determination by the City of the AT&T's Network probable impact on City owned and operated communications facilities.

**Sections 7 and 8 intentionally omitted**

**Section 9: Fees and Charges**

**9.1 Charges for Electricity.** At no charge to AT & T, AT&T shall have the right to draw electricity for the operation of wireless services from the City's power source associated with each Attachment to City Facilities.

**Section 10: Ownership Rights.** No use, however extended of any City Facility under this Agreement shall create or vest in AT&T any ownership or property rights. AT&T's rights shall be and remain a mere non-exclusive license to use any particular City Facility. Licensed use to a particular City Facility may be terminated at any time by City upon ninety (90) days written notice to AT&T and AT&T shall remove immediately thereafter any Network from the City Facility, provided that City offers an alternative location for such Network. Nothing herein contained shall be construed to compel City to maintain any particular City Facility for a period longer than that demanded by its own service requirements. Likewise, AT&T's use of City Facilities for wireless services, however extended, shall not create or vest in City any ownership or property rights in any AT&T Network equipment or facilities or system.

**Section 11: Discontinuation or Abandonment of Network/Removal Security**

**11.1 Discontinuation or Abandonment.** Subject to the deployment timeline set forth in Section 12 of the Wi-Fi Access Agreement, in the event that any portion of the Network, is either abandoned or not in service for a period of six (6) months or more, City, at its sole option, and without waiving any other available remedy, may require AT&T to promptly remove such portion of the Network at AT&T's sole cost and expense unless City and AT&T otherwise agree to the disposition of such pursuant to Section 2.11 of the Wi-Fi Agreement. In addition, the City may deem such Network components abandoned and take possession and ownership of them.

**Section 12: Insurance.**

**12.1 General.** Prior to the City's execution of this Agreement, AT&T shall obtain, and shall thereafter maintain during the term of this Agreement, such general liability insurance as required to insure AT&T against damages for personal injury, including accidental death, as well as from claims for property damage which may arise from or which may concern operations or by anyone directly or indirectly employed by, connected with, or acting for or on behalf of AT&T.

**12.2 Commercial General Liability and Automobile Insurance.** Prior to the City's execution of this Agreement, AT&T shall obtain, and shall thereafter maintain during the term of this Agreement, commercial general liability insurance and automobile liability insurance as required to insure AT&T against damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from or which may concern operations by anyone directly or indirectly employed by, connected with, or acting for or on behalf of AT&T, or AT&T may provide reasonable evidence of self-insurance for these same limits. The City, and its officers, employees and agents, shall be named as additional insureds under the AT&T's insurance policies.

**12.2.1** AT&T's commercial general liability insurance policy shall cover both bodily injury (including death) and property damage (including, but not limited to, premises operations liability, products-completed operations liability, independent consultant's liability, personal injury liability, and contractual liability) in an amount not less than \$1,000,000 per occurrence and a general aggregate limit in the amount of not less than \$2,000,000.

**12.2.2** AT&T's automobile liability policy shall cover both bodily injury and property damage in an amount not less than \$1,000,000 per occurrence and an aggregate limit of not less than \$1,000,000. All of AT&T's automobile and/or commercial general liability insurance policies shall cover all vehicles used in connection with AT&T's performance of this Agreement, which vehicles shall include, but are not limited to, AT&T owned vehicles, AT&T leased vehicles, AT&T's employee vehicles, non-AT&T owned vehicles and hired vehicles.

**12.2.3** Prior to the City's execution of this Agreement, copies of insurance policies or original certificates and additional insured endorsements evidencing the coverage required by this Agreement, for both commercial general and automobile liability insurance, shall be filed with the City and shall include the City and its officers, employees and agents, as additional insureds. Said policies shall be in the usual form of commercial general and automobile liability insurance policies, but shall include the following provisions:

"It is agreed that the City of St. Louis, and its officers, employees and agents, are added as additional insureds under this policy, solely for work done by and on behalf of the named insured for the City of St. Louis."

**12.2.4** The insurance policy or policies shall also comply with the following provisions:

**a.** The policy shall be endorsed to waive any right of subrogation against the City and its sub-consultants, employees, officers and agents for services performed under this Agreement.

**b.** If the policy is written on a claims made basis, the certificate should so specify and the policy must continue in

force for one year after completion of the services. The retroactive date of coverage must also be listed.

c. The policy shall specify that the insurance provided by AT&T will be considered primary and not contributory to any other insurance available to the City.

The policies shall not be canceled unless thirty (30) days' prior written notification of intended cancellation has been given to the City by certified or registered mail.

**Section 13: Default.**

In the event either Party shall fail to observe or perform any material aspect of the terms and provisions of this Exhibit and such failure shall continue for a period of thirty (30) days after receipt of written notice from the non-defaulting Party ("Default"), then the non-defaulting Party may terminate the Agreement, provided however, that where such Default cannot reasonably be cured within such period, and the defaulting Party has proceeded promptly to cure the same and is prosecuting such cure with diligence, the time for curing such Default shall be extended for an amount of time, not to exceed sixty (60) days, as may be necessary under the circumstances to complete such cure.

**Section 14: Authorized Representatives.**

Each Party shall designate a representative who is authorized to act on its behalf as a contact in pole attachment and electrical power matters addressed herein.

Exhibit A-1

City Facilities and Other City Assets

**City of St. Louis  
Assets/Inventory**

**Street Department  
City Light Poles**

- Approximately 52,000 light poles
- Light poles are spaced no more than 80 – 150 feet apart
- Light poles are located on every city block throughout the City
- City light poles are not located on private streets or vacated streets (approximately 100 total)
- Power to City light poles (480 volts) is controlled by photo cells that shut off power to various substations that feed all light poles during daylight hours
- All alley poles and lights are owned by Ameren UE electric utility not the City
- Additional details regarding City light pole locations and the conduit/wiring to the poles are available in the Master Book in the City Street Department, Traffic & Lighting Division

**TRAFFIC SIGNAL  
INTERSECTIONS**

**ACADEMY**  
STATE  
**ADELAIDE**  
STATE  
**ALABAMA**  
GERMANIA  
WEBER  
**ANGELICA**  
BROADWAY  
**ARLINGTON**  
STATE  
**ARSENAL**  
BROADWAY  
CALIFORNIA  
CLIFTON / WATSON  
COMPTON  
GRAND

GRAVOIS / PENNSYLVANIA  
IVANHOE  
JAMIESON  
JEFFERSON  
KINGSHIGHWAY  
LEMP  
MORGANFORD  
NEBRASKA  
SPRING  
SUBLETTE  
TOWER GROVE  
**ASHLAND**  
UNION  
**ASTRA**  
STATE  
**BADEN**  
BROADWAY

**BANCROFT**CHIPPEWA  
HAMPTON**BARNES EMERGENCY ROOM**

KINGSHIGHWAY

**BARNES HOSP. PL.**BARNES HOSP PL GARAGE  
KINGSHIGHWAY**BATES**BROADWAY  
GRAND  
MORGANFORD  
VIRGINIA**BEAUMONT**

MARKET

**BECK**KINGSHIGHWAY  
MORGANFORD**BELL**

GRAND

**BELT**DR. MLK  
DELMAR  
STATE  
STATE**BERTHOLD**

HAMPTON

**BIDDLE**BROADWAY  
THIRD  
SEVENTH**BIRCHER**

STATE

**BI-STATE ROW****BLAINE**

GRAND

**BLAIR**GRAND  
N. FLORISSANT**BOYLE**CLAYTON  
FOREST PARK  
LINDELL  
MANCHESTER - STATE  
VANDEVENTER  
WEST PINE**BRANNON**CHIPPEWA  
SOUTHWEST**BROADWAY**CALVARY  
CERRE  
CHESTNUT  
CHIPPEWA  
STATE  
COLE  
CONVENTION PL  
DAVIS  
DORCAS  
EAST RAILROAD  
EILER  
GASCONADE  
GIMBLIN  
HALLS FERRY  
HARLAN  
ITASKA  
KEOKUK  
LAFAYETTE  
LEMP**LOCUST**LOUGHBOROUGH  
LYNCH  
MALLINKRODT  
MARCEAU  
MARKET  
McLARAN  
MEDERER  
MERAMEC  
MILLER PARK  
NAGEL  
N MARKET  
OLD BROADWAY  
OLIVE  
OSCEOLA  
PARK  
PINE  
E. PRAIRIE  
RIVERVIEW  
SCHIRMER  
ST CHARLES  
SEVENTH  
SPRUCE  
SWITZER  
TAYLOR  
WALNUT  
WASHINGTON**BROWN**

UNION

**BUSCH PL**LYNCH  
SEVENTH**CABANNE**GOODFELLOW  
ROSEDALE / SKINKER**CALVARY**

WEST FLORISSANT

**CALIFORNIA**

STATE

**CANTERBURY**

McCAUSLAND

**CAROLINE**

GRAND

**CARONDELET**

DesPERES / MORGANFORD

**CARR**SEVENTH  
TUCKER**CARTER**GRAND  
PRAIRIE**CASS**DR MLK - STATE  
FOURTEENTH  
GRAND  
JEFFERSON  
NINTH  
TENTH  
THIRD  
THIRTEENTH  
TWENTIETH**CATES**

UNION

**CERRE**

FOURTH

**CHEROKEE**STATE  
JEFFERSON**CHESTNUT**

EIGHTEENTH  
 EIGHTH  
 ELEVENTH  
 FOURTEENTH  
 FOURTH  
 MEMORIAL – NB  
 MEMORIAL – SB  
 NINTH  
 SEVENTH  
 SIXTH  
 TENTH  
 TUCKER  
 TWENTIETH  
**CHILDREN’S PL.**  
 MID-BLOCK  
 KINGSHIGHWAY  
 CHILDREN’S HOSP.  
**CHIPPEWA**  
 CREIGHTON  
 GRAND  
 GRAVOIS  
 GUSTINE  
 HAMPTON  
 HEREFORD  
 JAMIESON  
 KINGSHIGHWAY  
 LANDSDOWNE  
 MACKLIND  
 MERAMEC  
 MORGANFORD  
 RIDGEWOOD  
 SHOP N’ SAVE  
 SPRING  
 WATSON  
**CHOUTEAU – ALL STATE**  
**CHRISTY**  
 EICHELBERGER  
 STATE  
 KINGSHIGHWAY  
**CLARA**  
 DELMAR  
 STATE  
 PAGE-STATE  
**CLARK**  
 EIGHTEENTH  
 ELEVENTH  
 FOURTEENTH  
 NINTH  
 SEVENTH  
 STADIUM PL  
 TENTH  
 TUCKER  
**CLAYTON**  
 HAMPTON  
 McCAUSLAND / SKINKER  
**COLE**  
 ELEVENTH  
 BROADWAY  
 FOURTH  
 GRAVOIS  
 NINTH  
 SEVENTH  
 SEVENTY  
 TENTH  
 THIRD  
 TUCKER  
**COLUMBIA**  
 HAMPTON  
 KINGSHIGHWAY  
**COMPTON**  
 DELMAR  
 FOREST PARK  
 HAMPTON  
 KINGSHIGHWAY  
 LACLEDE  
 MAGNOLIA  
 MARKET  
 OLIVE  
 SEVENTH  
 TENTH  
 TUCKER  
 WASHINGTON  
 WYOMING  
**CONNECTICUT**  
 KINGSHIGHWAY  
**CONVENTION PLAZA**  
 DR MLK  
 EIGHTEENTH  
 EIGHTH  
 ELEVENTH  
 FOURTEENTH  
 FOURTH  
 GRAND  
 JEFFERSON  
 LEFFINGWELL  
 MEMORIAL  
 NINTH  
 SEVENTH  
 SIXTH  
 TENTH  
 TWENTIETH  
**COOK**  
 N. GRAND  
**CORA**  
 DR MLK  
 COTE BRILLIANTE  
 GOODFELLOW  
 KINGSHIGHWAY  
 UNION  
**COUNCIL PL.**  
 GRAND  
**DALE**  
 McCAUSLAND  
**DeBALIVIERE**  
 DELMAR  
 FOREST PARK  
 LINDELL  
 PERSHING  
 WATERMAN  
**DELMAR**  
 BELT  
 CLARA  
 COMPTON  
 DES PERES / HODIAMONT  
 EIGHTEENTH  
 EIGHTH  
 ELEVENTH  
 ENRIGHT / SPRING  
 EUCLID  
 FOURTEENTH  
 GOODFELLOW  
 GRAND  
 HAMILTON  
 JEFFERSON  
 KINGSHIGHWAY  
 LEFFINGWELL  
 NEWSTEAD  
 NINTH

PENDELTON  
 SARAH  
 SIXTH  
 SKINKER  
 TAYLOR  
 TWENTIETH  
 UNION  
 VANDEVENTER  
 WALTON  
**DELOR**  
 GRAND  
 GRAVOIS - STATE  
 MORGANFORD – STATE  
**DeTONTY**  
 GRAND  
**DES PERES**  
 FOREST PARK  
 HODIAMONT  
**DEVONSHIRE**  
 KINGSHIGHWAY  
**DODIER**  
 GRAND  
 KINGSHIGHWAY  
**DOLMAN**  
 LAFAYETTE – STATE  
**DR MLK**  
 EUCLID  
 FOURTEENTH - STATE  
 GOODFELLOW  
 GRAND / EVANS - STATE  
 HAMILTON  
 JEFFERSON - STATE  
 KINGSHIGHWAY  
 MARCUS  
 NEWSTEAD  
 PAGE - STATE  
 PRAIRIE  
 SARAH  
 SPRING  
 TAYLOR  
 TUCKER  
 TWENTIETH  
 UNION  
 VANDEVENTER  
 WARNE  
 WHITTIER  
**DUKE**  
 GRAVOIS – STATE  
**EADS**  
 JEFFERSON  
**EAST GRAND**  
 EMILY  
**ECOFF**  
 MANCHESTER – STATE  
**EICHELBERGER**  
 GRAND  
 HAMPTON  
 KINGSHIGHWAY  
**EIGHTEENTH**  
 EAST ENTRANCE  
 GRATIOT  
 LOCUST  
 MARKET  
 OLIVE  
 PINE  
 WALNUT  
 WASHINGTON  
**EIGHTH**  
 LOCUST  
 MARKET  
 OLIVE  
 PINE  
 WALNUT  
 WASHINGTON  
**EMILY**  
 GRAND  
**ENRIGHT**  
 GRAND  
 KINGSHIGHWAY  
 SPRING  
 VANDEVENTER  
**ETZEL**  
 GOODFELLOW  
 PAGE - STATE  
 SKINKER  
**EUCLID**  
 FOREST PARK  
 KINGSHIGHWAY  
 LINDELL  
 NATURAL BRIDGE - STATE  
 PAGE - STATE  
 WEST PINE  
**FAIR**  
 NATURAL BRIDGE – STATE  
**FARRAR**  
 NATURAL BRIDGE – STATE  
**FIFTEENTH**  
 MARKET  
**FINNEY**  
 SARAH  
 VANDEVENTER  
**FOREST PARK**  
 GRAND  
 KINGSHIGHWAY  
 NEWSTEAD  
 SARAH  
 SKINKER  
 SPRING  
 TAYLOR  
 VANDEVENTER  
**FORSYTH**  
 SKINKER  
**FOURTEENTH**  
 FRANKLIN  
 LAFAYETTE  
 LaSALLE  
 LOCUST  
 OLIVE  
 PARK  
 PINE  
 SPRUCE  
 WASHINGTON  
**FOURTH**  
 CERRE  
 LOCUST  
 MARKET  
 OLIVE  
 PINE  
 SPRUCE  
 WALNUT  
 WASHINGTON  
**FOUNTAIN**  
 KINGSHIGHWAY  
**FOX THEATRE**  
**FRANKLIN**  
 EIGHTH  
 GRAND

NINTH  
SEVENTH  
SIXTH  
TENTH

**FYLER**  
HAMPTON  
KINGSHIGHWAY  
WATSON

**GARRISON**  
MARKET  
NATURAL BRIDGE - STATE  
WASHINGTON

**GERMANIA**  
GRAVOIS - STATE  
HAMPTON - STATE  
MORGANFORD

**GEYER**  
GRAVOIS

**GIMBLIN**  
HALL - STATE  
HALLS FERRY

**GLASGOW**  
NATURAL BRIDGE – STATE

**GOODFELLOW**  
GATE 1  
GATE 3  
LILLIAN  
MAPLE  
McLARAN  
NATURAL BRIDGE - STATE  
PAGE - STATE  
RIDGE  
STRATFORD  
ST. LOUIS  
WABADA  
WELLS

**GRAND**  
GRAVOIS - STATE  
HARTFORD  
HEBERT  
HIGHWAY 40  
ITASKA  
KINGSHIGHWAY  
KOSSUTH  
LACLEDE  
LAFAYETTE - STATE  
LIERMAN  
LOUGHBOROUGH  
MARKET  
McDONALD  
MAGNOLIA  
MERAMEC  
MIAMI - STATE  
MID-BLOCK  
NATURAL BRIDGE - STATE  
N. MARKET  
OSCEOLA  
OLIVE  
OSAGE  
PAGE - STATE  
PARK  
PESTALOZZI  
RUSSELL  
SHAW  
SHENANDOAH  
ST. LOUIS  
TAFT  
UTAH  
WASHINGTON

WEST FLORISSANT  
WEST PINE  
WYOMING

**GRATIOT**  
SEVENTH

**GRAVOIS – ALL STATE**  
CECIL  
GUSTINE  
HAMPTON  
MORGANFORD  
HOLLY HILLS  
HYDRAULIC  
JEFFERSON  
KINGSHIGHWAY  
LOUGHBOROUGH  
LYNCH  
McNAIR  
MERAMEC  
NEBRASKA  
OHIO  
RIVER DES PERES  
RUSSELL  
SHENANDOAH  
SIDNEY  
SPRING  
TAFT  
TENNESSEE  
TUCKER  
UTAH  
WYOMING

**HALL**  
RIVERVIEW - STATE

**HALLS FERRY**  
McLARAN  
NEWBY  
RIVERVIEW - STATE  
VERONICA

**HAMILTON**  
PAGE

**HAMPTON**  
HOLLY HILLS  
LOUGHBOROUGH  
NOTTINGHAM  
OAKLAND  
HAMPTON RAMP  
REBER  
SOUTHWEST  
1900 HAMPTON  
WATSON  
WELLS  
WEST PARK  
WILSON

**HEBERT**  
N. FLORISSANT

**HICKORY**  
SEVENTH  
TUCKER

**HODIAMONT**  
KINGSHIGHWAY  
PAGE - STATE  
SKINKER

**HOLLY HILLS**  
HAMPTON  
MORGANFORD

**HORTON**  
SKINKER

**JAMIESON**  
LANSDOWNE

**JEFFERSON**

LOCUST  
 MARKET  
 MIAMI  
 OLIVE  
 PARK  
 PINE  
 RUSSELL  
 RUTGER  
 SHENANDOAH  
 STODDARD  
 UTAH  
 WASHINGTON  
 WINNEBAGO  
 WYOMING  
**KINGSHIGHWAY**  
 BARNES EMERGENCY ROOM  
 I-44 - STATE  
 LACLEDE  
 LEXINGTON  
 LINDELL  
 MAGNOLIA  
 MANCHESTER - STATE  
 NORTHRUP  
 McPHERSON  
 McREE  
 NATURAL BRIDGE - STATE  
 NOTTINGHAM  
 OAKLAND  
 OLEATHA  
 PAGE - STATE  
 PARKVIEW  
 PENROSE  
 RHODES  
 RIDGE  
 SCHOLLMeyer  
 SHAW  
 SOUTHWEST  
 ST. LOUIS  
 SUTHERLAND  
 VANDEVENTER  
 WASHINGTON  
 WATERMAN  
 WEST FLORISSANT  
 WEST PINE  
**KNOX**  
 MANCHESTER – STATE  
**LACLEDE**  
 SPRING  
 VANDEVENTER  
**LAFAYETTE**  
 SEVENTH  
 TUCKER  
**LANSDOWNE**  
 RIVER DES PERES  
 WABASH  
 WATSON  
**LEBANON**  
 SEVENTH  
**LEE**  
 NEWSTEAD  
**LEFFINGWELL**  
 OLIVE  
**LILLIAN**  
 RIVERVIEW - STATE  
**LINDELL**  
 McPHERSON  
 NEWSTEAD  
 SARAH  
 SKINKER  
 SPRING  
 TAYLOR  
 UNION  
 VANDEVENTER  
 WEST PINE  
 WHITTIER  
**LINDENWOOD**  
 WATSON  
**LOCUST**  
 NINTH  
 SEVENTH  
 SIXTH  
 TENTH  
 TUCKER  
 TWENTIETH  
**LOUGHBOROUGH**  
 LOUGHBOROUGH DR.  
 MORGANFORD  
**LYNCH**  
 SEVENTH  
**MACKLIND**  
 MANCHESTER  
 OAKLAND  
 SOUTHWEST  
**MADISON**  
 N. FLORISSANT  
**MAFFITT**  
 UNION  
**MAGNOLIA**  
 SPRING  
 TOWER GROVE  
**MANCHESTER – ALL STATE**  
 McCAUSLAND  
 NEWSTEAD  
 PRATHER  
 SARAH  
 SUBLETTE  
 SULPHUR  
 TAYLOR  
 TOWER GROVE  
 WALDEMAR  
**MARCUS**  
 NATURAL BRIDGE  
**MARGARETTA**  
 UNION  
**MARKET**  
 AG EDWARDS  
 EAST ENTRANCE  
 MEMORIAL – NB  
 MEMORIAL – SB  
 NINTH  
 RAMP R  
 SEVENTH  
 SIXTEENTH  
 TENTH  
 TUCKER  
 TWENTIETH  
 TWENTY FIRST  
 VANDEVENTER  
**McCAUSLAND**  
 MITCHELL  
 PLATEAU  
 SKINKER / OAKLAND  
 SOUTHWEST  
 WISE  
**McLARAN**  
 RIVERVIEW - STATE

**McPHERSON**

SARAH

**McREE**

TOWER GROVE

**MEMORIAL**

EADS BRIDGE

PINE NB

PINE SB

WALNUT NB

WALNUT SB

**MERAMEC**

MORGANFORD

**MIMIKA**

W. FLORISSANT

**MINERVA**

UNION

**MORGAN**

I-70

SERVICE DR

THIRD

**MORGANFORD**

ROBERT

WALSH

**MULLANPHY**

SEVENTH

**NATURAL BRIDGE – ALL STATE**

NEWSTEAD

PALM

PRAIRIE

SALISBURY

SHREVE

TAYLOR

UNION

VANDEVENTER

**NEWSTEAD**

PAGE - STATE

ST. LOUIS

WASHINGTON

WEST PINE

**NINTH**

O'FALLON

OLIVE

PINE

SALISBURY - STATE

WASHINGTON

**NORTH FLORISSANT**

N. MARKET

PALM

SALISBURY - STATE

ST. LOUIS

**NORTH MARKET**

VANDEVENTER

**OAKLAND**

JR. COLLEGE

**O'FALLON**

SEVENTH

**OLIVE**

SEVENTH

SIXTEENTH

SIXTH

SKINKER

SPRING

TENTH

TUCKER

TWENTIETH

VANDEVENTER

**PAGE – ALL STATE**

PENDLETON

REV. G.H. PRUITT

SARAH

SKINKER

SPRING

TAYLOR

UNION

VANDEVENTER

WALTON

WEST END

WHITTIER

**PALM**

TWENTY FIRST

**PARK**

SEVENTH

TUCKER

**PARNELL**

ST. LOUIS

**PERNOD**

WATSON

**PERSHING**

UNION

**PINE**

SEVENTH

SIXTH

TENTH

TUCKER

TWENTIETH

**POPE**

WEST FLORISSANT

**RIVERVIEW**

SWITZER – STATE

WEST FLORISSANT - STATE

**ROSEBURY**

SKINKER

**RUSSELL**

SEVENTH

TWELFTH

**SACRAMENTO**

UNION

**SARAH**

WASHINGTON

WEST PINE

**SEVENTH**

SHENANDOAH

SIDNEY

SPRUCE (STADIUM PL)

WALNUT

WASHINGTON

**SHAW**

TOWER GROVE

VANDEVENTER

**SHREVE**

WEST FLORISSANT

**SIXTH**

WASHINGTON

**SKINKER**

HEBREW TEMPLE

WATERMAN

WYDOWN

**SOUTHWEST**

WATSON / SULPHUR

**SPRING**

WASHINGTON

WEST PINE

**SPRUCE**

STADIUM PLAZA

TUCKER

**ST. CHARLES**

TUCKER

**ST. LOUIS**

TWENTIETH  
UNION  
VANDEVENTER  
**TAYLOR**  
WEST FLORISSANT  
WEST PINE  
**TENTH**  
WALNUT  
WASHINGTON  
**THIRD**  
THIRD STREET RUN  
**TOWER GROVE**  
VANDEVENTER  
**TUCKER**  
WASHINGTON  
**UNION**  
WABADA  
WATERMAN  
WEST FLORISSANT  
**VANDEVENTER**  
WASHINGTON  
WEST BELLE  
WEST PINE  
**VETERAN'S BRIDGE**  
3RD & 4TH  
**WARNE**  
WEST FLORISSANT

**City Buildings, Sites, Parks, & Event Panels (Sorted By Location Name)**

1520	Market Street	1520 Market Building (Abrams)
1520	Market Street	1520 Market Building (Abrams)
3	N Market St Rear	Air Pollution Station
5033	Southwest Ave Rear	Air Pollution Station
5033	Southwest Ave Rear	Air Pollution Station
3217	Keokuk St	Air Pollution Station
4522	Margaretta Ave Rear	Air Pollution Station
8227	S Broadway	Air Pollution Station 2
4365	Cote Brilliante	Air Pollution Station 3
5836	Manchester Ave	Air Pollution Station 4
3247	Blair Ave	Air Pollution Station 6
3026	Minnesota Ave	Air Pollution Station 7
6204	Hall St Rear	Air Pollution Station 9
1720	N 2 nd St	Air Pollution Station Mound St
1321	N 13 th St	Air Pollution Station Stone Bldg
2108	Gasconade St	Animal Regulation Center
5839	St Louis Ave	Barrett Brothers Park
5897	St Louis Ave	Barrett Brothers Park/Ball Field
5616	S Broadway	Bellerive Park Comfort Station
1913	Macklind Ave	Berra Park
5420	Shaw Ave	Berra Park
2923	N Broadway	Board Up Building
416	East Catalan	Brightside
2900	Hickory St	Buder Rec Center
1114	Market St	Carnahan Building
3741	Loughborough Ave	Carondelet Park
8146	Michigan Ave	Carondelet Park Comfort Station
6701	Colorado	Carondelet Park Fields/Courts
3901	Loughborough Ave	Carondelet Prk - Comfort Station
1010	Selby Pl	Carr Square Park
3117	Franklin Ave	Chambers Park/Rec/Pool
1317	Utah St	Cherokee Park - Comfort Station
2310	Wyoming St	Cherokee Rec Center
2310	Wyoming St	Cherokee Rec Center
6115	Christy	Christy Park
1200	Market St	City Hall Park Lot/ Bldg
560	Terminal Row Rear	City Landfill Trailer
3216	Ivanhoe Ave	City Owned Parking Lot

4101	Forest Park Ave	City Park
5009	Natural Bridge Ave	City Park
1080	Riverview Blvd	City Park
5218	Riverview Blvd	City Park
3610	Wabash Ave	City Park
100	Humboldt	City Trailer
3827	N Enright (See 911 N Spring)	Civil Courts
911	N Spring (3827 N Enright)	Civil Courts
12	N Tucker Blvd	Civil Courts
6210	Simpson Ave	Clifton Heights Park
1120	N 10 th St	Columbus Square Park/Courts
4971	Oakland Ave	Communications Cable TV
5503	Clemens	Compost Station - Base Office
1903	Compton Hill Pl	Compton Hill Park/Courts
4025	Minnesota Ave	Dunn Marquette
3861	Keokuk St	Dunnica Park Comfort Station
614	N 1 st St	Eads Bridge Deck C Recept
7075	Canterbury Ave	Ellendale/Arsenal Park
2650	Hampton Ave	EMS Ambulance Serv
2650	Hampton Ave Rear	EMS Ambulance Serv
1202	Washington Ave	Event Panel - 12 th/Washington
510	N 13 th St	Event Panel - 13 th/Washington
600	N 14 th St	Event Panel - 14 th/Washington
	N 15 th St	Event Panel - 15 th/Chestnut
600	N 18 th St	Event Panel - 18 th/Washington
1413	N 13 th St	Facilities Mgmt
4036	Kossuth Ave	Fairgrounds Park
2610	Cass Ave. at N Jefferson	Fire Department Hdqtrs
3535	Goodfellow Blvd	Fire Dept Storage
2908	S Jefferson Ave	Fire House 1
4425	S Compton Ave	Fire House 4
2123	N Market St	Fire House 5
5749	Manchester Ave	Fire House 6
1101	S Jefferson Ave/LaSalle	Fire House 7
1501	Salisbury St	Fire House 8
814	La Beaume	Fire House 9
4161	Kennerly Ave	Fire House 10
2224	S 7 th St	Fire House 11
5218	West Florissant Ave	Fire House 12
1400	Shawmut Pl	Fire House 13
3523	Magnolia Ave	Fire House 14
3238	Dr Martin Luther King Dr	Fire House 17
6624	Morganford Rd	Fire House 19
5600	Prescott	Fire House 20
5600	Prescott Ave	Fire House 20 (Building)
1229	Mc Causland Ave	Fire House 22
6502	Michigan Ave	Fire House 23
5245	Natural Bridge Ave	Fire House 24
4522	Margaretta Ave	Fire House 26
5435	Partridge Ave	Fire House 27
4808	Enright Ave	Fire House 28
3850	Forest Park Ave/S Vanvntr	Fire House 29
573	De Baliviere	Fire House 30
4408	Donovan Ave	Fire House 31
3500	S Grand Blvd	Fire House 32
8300	N Broadway	Fire House 33
8227	S Broadway	Fire House 34
5450	Arsenal St	Fire House 35
5000	S Kingshighway	Fire House 36
5000	S Kingshighway	Fire House 36
	Forest Park	Forest Park
	Forest Park	Forest Park
5181	Grand Drive	Forest Park
5595	Grand Drive Rear	Forest Park
5800	Lagoon Drive (Fine Arts Dr)	Forest Park
5902	Lagoon Drive (Fine Arts Dr)	Forest Park
6140	Lagoon Drive (Fine Arts Dr)	Forest Park
6600	Valley Drive	Forest Park
2700	Shenandoah	Fox Park

2311	Iowa St at Victor	Fox Park Comfort Station
212	Jefferson Dr	FP - Adjacent Steinberg
5600	Clayton Ave	FP - Admin Building
	Forest Park	FP - Admin Building
6602	Fine Arts Drive (Lagoon Dr)	FP - Art Hill - Irrigation Pump
6351	Oakland Ave	FP - at Tamm
600	N of Oakland	FP - Ballfields
5400	Clayton Ave	FP - East Service
1	Forest Park	FP - ESD Shop
5300	Clayton Ave	FP - Forest Park
5900	Lagoon Drive	FP - Golf Course Irrig Pump
5180	Grand Dr	FP - Hatchery
5700	Union Drive	FP - Jewel Box
550	Theatre Drive	FP - Pagoda Circle
99999	Wells Dr FP S	FP - Parks Dept Cntl Fld House
400	S Kingshighway	FP - Steinberg Skating Rink
	Forest Park	FP - Utility Shed (near Green House)
5500	Clayton Ave	FP - West Service - Aviation Fld
	Forest Park	FP - Woodwork Shop
5318	Donovan Ave	Francis Park
1900	Prather Ave	Franz Park
2911	Gamble St	Gamble Center
1000	Chestnut St	Gateway Plaza
22	N 9 th St	Gateway Plaza
5729	Kingsbury (Park Enclosures)	Gazebo
3530	Louisiana	Gravois Park
1453	Clara Ave	Hamilton Hgts Prk Cardinal Care
4875	Ashland Ave	Handy Park
634	N Grand Blvd	Health Dept-MO Theater Bldg
8700	N Broadway	Hickey Park - Ball Field Lights
8700	N Broadway	Hickey Prk-Comfort Sta/Utility Shed
3819	Blair Ave	Hyde Park
1414	Park Ave	Irrigation System
	Corner of Belt & Clemens	Ivory Perry Park
200	S Tucker Blvd	Justice Center
920	N Vandeventer	Juvenile Courts Building
510	Chestnut St	Kiener Plaza
600	Chestnut St	Kiener Plaza
1529	Mississippi Ave at Park	Lafayette Park (Enc Pavilion)
2001	Lafayette Ave	Lafayette Park - Pagoda & Bldg
1117	Carroll St	Leisure Rec Center
7167	Jamieson Ave	Lindenwood Park
3635	Prather Ave	Lindenwood Park
3203	S 2 nd St	Lyon Park Ball Field
3201	S 2 nd St	Lyon Park Comfort Station
1304	Union Blvd At Page	Marie Fowler Park Pavilion
3100	Osage St	Marquette Park
4236	Utah St	McDonald Park
7600	Hall St	Med Security Inst (bps N trailer)
7540	Hall St	Med Security Inst (bps trailer)
1300	Clark Ave	Medical Examiners Office
7600	Hall St	Medium Security Inst
1301	Market St	Memorial Plaza Park
11	N 13 th St	Memorial Plaza Park
2601	Meramec St	Minnewood Park
3800	Aldine at Prairie	Mulch Station Shed
1320	Market St	Municipal Courts Bldg
1100	Clark Ave	Municipal Garage
9440	Riverview Dr	N Riverfront Comfort Station
	West Florissant Ave	O'Fallon Park
5530	Algernon St	O'Fallon Park
	O'Fallon Park	O'Fallon Park - Boat House
3215	Gasconade St	Old Record Center
3126	Alfred Ave	Park Side Rec Center
4220	N Kingshighway Blvd	Penrose Park Ball Field
5601	Pershing Ave	Pershing & Clara Fountain
50/100	East Grand Ave Rear	Refuse Division
4200	N 1 st St	Refuse Division
4100	S 1 st St	Refuse Division - Main Office

4190	S 1 st St	Refuse Division Garage - South
4759	Hamburg Ave Rear	River Des Peres Park
211	Biddle St	Road Parkway/Biddle Iriga Agncy
2409	N Spring Ave	Rumbold Park
7799	S Broadway	Schmit House
7799	S Broadway	Schmit House Comfort Station
5602	Arsenal St	Senior Citizens Center
1532	Academy Ave	Sherman Park
1315	Chestnut St	Soldier's Memo - CEMA
730	Carroll St	Soulard Center
715	Lafayette Ave	Soulard Park Comfort Station
1733	Sublette Ave Rear	Street Dept - Automotive Mnt
1601	Sublette Ave Rear	Street Dept - Brine Station
1900	Hampton Ave	Street Dept - Offices
2820	Scott Ave	Street Dept - Salt Storage Yard
547	Rosedale	Streetscape Lighting
2900	January Ave	Sublette Park
5561	Arsenal St	Sublette Park Tennis Courts
3727	Natural Bridge Ave	SW Pool & Ltg 4KV
4201	Cottage Ave	Tandy Rec Center
3710	Fair Ave	Tennis Courts
1601	S Spring Ave	Tiffany Park
5681	Marquette Ave	Tilles Park
2800	Market St	Traffic Signal
3760	S Jefferson Ave	Triangle Park - Fountain
1201	N Tucker Blvd	Vector Control
7702	Vermont Ave (7700 Virginia)	Villa (Red) Fountain Park
4991	Thrush Ave	Walnut Park Community Ctr
724	Union Blvd	West End Rec Center
7339	Hampton Ave	Willmore Park
1515	N Kingshighway Blvd	Wohl Rec Center

#### City Buildings, Sites, Parks, & Event Panels (Sorted By Street)

1532	Academy Ave	Sherman Park
3800	Aldine at Prairie	Mulch Station Shed
3126	Alfred Ave	Park Side Rec Center
5530	Algernon St	O'Fallon Park
5450	Arsenal St	Fire House 35
5602	Arsenal St	Senior Citizens Center
5561	Arsenal St	Sublette Park Tennis Courts
4875	Ashland Ave	Handy Park
211	Biddle St	Road Parkway/Biddle Iriga Agncy
3247	Blair Ave	Air Pollution Station 6
3819	Blair Ave	Hyde Park
7075	Canterbury Ave	Ellendale/Arsenal Park
1117	Carroll St	Leisure Rec Center
730	Carroll St	Soulard Center
2610	Cass Ave. at N Jefferson	Fire Department Hdqtrs
1000	Chestnut St	Gateway Plaza
510	Chestnut St	Kiener Plaza
600	Chestnut St	Kiener Plaza
1315	Chestnut St	Soldier's Memo - CEMA
6115	Christy	Christy Park
1453	Clara Ave	Hamilton Hgts Prk Cardinal Care
1300	Clark Ave	Medical Examiners Office
1100	Clark Ave	Municipal Garage
5600	Clayton Ave	FP - Admin Building
5400	Clayton Ave	FP - East Service
5300	Clayton Ave	FP - Forest Park
5500	Clayton Ave	FP - West Service - Aviation Fld
5503	Clemens	Compost Station - Base Office
6701	Colorado	Carondelet Park Fields/Courts
1903	Compton Hill Pl	Compton Hill Park/Courts
	Corner of Belt & Clemens	Ivory Perry Park
4365	Cote Brilliante	Air Pollution Station 3
4201	Cottage Ave	Tandy Rec Center
573	De Baliviere	Fire House 30
4408	Donovan Ave	Fire House 31

5318	Donovan Ave	Francis Park
3238	Dr Martin Luther King Dr	Fire House 17
416	East Catalan	Brightside
50/100	East Grand Ave Rear	Refuse Division
4808	Enright Ave	Fire House 28
3710	Fair Ave	Tennis Courts
6602	Fine Arts Drive (Lagoon Dr)	FP - Art Hill - Irrigation Pump
	Forest Park	Forest Park
	Forest Park	Forest Park
	Forest Park	FP - Admin Building
	Forest Park	FP - ESD Shop
	Forest Park	FP - Utility Shed (near Green House)
	Forest Park	FP - Woodwork Shop
4101	Forest Park Ave	City Park
3850	Forest Park Ave/S Vanvntr	Fire House 29
3117	Franklin Ave	Chambers Park/Rec/Pool
2911	Gamble St	Gamble Center
2108	Gasconade St	Animal Regulation Center
3215	Gasconade St	Old Record Center
3535	Goodfellow Blvd	Fire Dept Storage
5180	Grand Dr	FP - Hatchery
5181	Grand Drive	Forest Park
5595	Grand Drive Rear	Forest Park
7600	Hall St	Med Security Inst (bps N trailer)
7540	Hall St	Med Security Inst (bps trailer)
7600	Hall St	Medium Security Inst
6204	Hall St Rear	Air Pollution Station 9
4759	Hamburg Ave Rear	River Des Peres Park
2650	Hampton Ave	EMS Ambulance Serv
1900	Hampton Ave	Street Dept - Offices
7339	Hampton Ave	Willmore Park
2650	Hampton Ave Rear	EMS Ambulance Serv
2900	Hickory St	Buder Rec Center
100	Humboldt	City Trailer
2311	Iowa St at Victor	Fox Park Comfort Station
3216	Ivanhoe Ave	City Owned Parking Lot
7167	Jamieson Ave	Lindenwood Park
2900	January Ave	Sublette Park
212	Jefferson Dr	FP - Adjacent Steinberg
4161	Kennerly Ave	Fire House 10
3861	Keokuk St	Dunnica Park Comfort Station
3217	Keokuk St	Air Pollution Station
5729	Kingsbury (Park Enclosures)	Gazebo
4036	Kossuth Ave	Fairgrounds Park
814	La Beaume	Fire House 9
2001	Lafayette Ave	Lafayette Park - Pagoda & Bldg
715	Lafayette Ave	Soulard Park Comfort Station
5900	Lagoon Drive	FP - Golf Course Irrig Pump
5800	Lagoon Drive (Fine Arts Dr)	Forest Park
5902	Lagoon Drive (Fine Arts Dr)	Forest Park
6140	Lagoon Drive (Fine Arts Dr)	Forest Park
3741	Loughborough Ave	Carondelet Park
3901	Loughborough Ave	Carondelet Prk - Comfort Station
3530	Louisiana	Gravois Park
1913	Macklind Ave	Berra Park
3523	Magnolia Ave	Fire House 14
5836	Manchester Ave	Air Pollution Station 4
5749	Manchester Ave	Fire House 6
4522	Margaretta Ave	Fire House 26
4522	Margaretta Ave Rear	Air Pollution Station
1114	Market St	Carnahan Building
1200	Market St	City Hall Park Lot/ Bldg
1301	Market St	Memorial Plaza Park
1320	Market St	Municipal Courts Bldg
2800	Market St	Traffic Signal
1520	Market Street	1520 Market Building (Abrams)
1520	Market Street	1520 Market Building (Abrams)
5681	Marquette Ave	Tilles Park
1229	Mc Causland Ave	Fire House 22

2601	Meramec St	Minnewood Park
8146	Michigan Ave	Carondelet Park Comfort Station
6502	Michigan Ave	Fire House 23
4025	Minnesota Ave	Dunn Marquette
3026	Minnesota Ave	Air Pollution Station 7
1529	Mississippi Ave at Park	Lafayette Park (Enc Pavilion)
6624	Morganford Rd	Fire House 19
614	N 1 st St	Eads Bridge Deck C Recept
4200	N 1 st St	Refuse Division
1720	N 2 nd St	Air Pollution Station Mound St
22	N 9 th St	Gateway Plaza
1120	N 10 th St	Columbus Square Park/Courts
1321	N 13 th St	Air Pollution Station Stone Bldg
510	N 13 th St	Event Panel - 13 th/Washington
1413	N 13 th St	Facilities Mgmt
11	N 13 th St	Memorial Plaza Park
600	N 14 th St	Event Panel - 14 th/Washington
	N 15 th St	Event Panel - 15 th/Chestnut
600	N 18 th St	Event Panel - 18 th/Washington
2923	N Broadway	Board Up Building
8300	N Broadway	Fire House 33
8700	N Broadway	Hickey Park - Ball Field Lights
8700	N Broadway	Hickey Prk-Comfort Sta/Utility Shed
3827	N Enright (See 911 N Spring)	Civil Courts
634	N Grand Blvd	Health Dept-MO Theater Bldg
4220	N Kingshighway Blvd	Penrose Park Ball Field
1515	N Kingshighway Blvd	Wohl Rec Center
2123	N Market St	Fire House 5
3	N Market St Rear	Air Pollution Station
911	N Spring (3827 N Enright)	Civil Courts
2409	N Spring Ave	Rumbold Park
12	N Tucker Blvd	Civil Courts
1201	N Tucker Blvd	Vector Control
920	N Vandeventer	Juvenile Courts Building
600	N of Oakland	FP - Ballfields
5245	Natural Bridge Ave	Fire House 24
3727	Natural Bridge Ave	SW Pool & Ltg 4KV
5009	Natural Bridge Ave	City Park
4971	Oakland Ave	Communications Cable TV
6351	Oakland Ave	FP - at Tamm
	O'Fallon Park	O'Fallon Park - Boat House
3100	Osage St	Marquette Park
1414	Park Ave	Irrigation System
5435	Partridge Ave	Fire House 27
5601	Pershing Ave	Pershing & Clara Fountain
1900	Prather Ave	Franz Park
3635	Prather Ave	Lindenwood Park
5600	Prescott	Fire House 20
5600	Prescott Ave	Fire House 20 (Building)
1080	Riverview Blvd	City Park
5218	Riverview Blvd	City Park
9440	Riverview Dr	N Riverfront Comfort Station
547	Rosedale	Streetscape Lighting
4100	S 1 st St	Refuse Division - Main Office
4190	S 1 st St	Refuse Division Garage - South
3203	S 2 nd St	Lyon Park Ball Field
3201	S 2 nd St	Lyon Park Comfort Station
2224	S 7 th St	Fire House 11
8227	S Broadway	Air Pollution Station 2
5616	S Broadway	Bellerive Park Comfort Station
8227	S Broadway	Fire House 34
7799	S Broadway	Schmit House
7799	S Broadway	Schmit House Comfort Station
4425	S Compton Ave	Fire House 4
3500	S Grand Blvd	Fire House 32
2908	S Jefferson Ave	Fire House 1
3760	S Jefferson Ave	Triangle Park - Fountain
1101	S Jefferson Ave/LaSalle	Fire House 7
5000	S Kingshighway	Fire House 36

5000	S Kingshighway	Fire House 36
400	S Kingshighway	FP - Steinberg Skating Rink
1601	S Spring Ave	Tiffany Park
200	S Tucker Blvd	Justice Center
1501	Salisbury St	Fire House 8
2820	Scott Ave	Street Dept - Salt Storage Yard
1010	Selby Pl	Carr Square Park
5420	Shaw Ave	Berra Park
1400	Shawmut Pl	Fire House 13
2700	Shenandoah	Fox Park
6210	Simpson Ave	Clifton Heights Park
5033	Southwest Ave Rear	Air Pollution Station
5033	Southwest Ave Rear	Air Pollution Station
5839	St Louis Ave	Barrett Brothers Park
5897	St Louis Ave	Barrett Brothers Park/Ball Field
1733	Sublette Ave Rear	Street Dept - Automotive Mnt
1601	Sublette Ave Rear	Street Dept - Brine Station
560	Terminal Row Rear	City Landfill Trailer
550	Theatre Drive	FP - Pagoda Circle
4991	Thrush Ave	Walnut Park Community Ctr
724	Union Blvd	West End Rec Center
1304	Union Blvd At Page	Marie Fowler Park Pavilion
5700	Union Drive	FP - Jewel Box
1317	Utah St	Cherokee Park - Comfort Station
4236	Utah St	McDonald Park
6600	Valley Drive	Forest Park
7702	Vermont Ave (7700 Virginia)	Villa (Red) Fountain Park
3610	Wabash Ave	City Park
1202	Washington Ave	Event Panel - 12 th/Washington
99999	Wells Dr FP S	FP - Parks Dept Cntl Fld House
5218	West Florissant Ave	Fire House 12
	West Florissant Ave	O'Fallon Park
2310	Wyoming St	Cherokee Rec Center
2310	Wyoming St	Cherokee Rec Center

### Exhibit B - Deployment Schedule

#### Municipal Wi-Fi System Overview – St. Louis, MO

- A. Company will deploy a State-of-the-Art Wi-Fi Network (the “System”) using City Property, to the current developed areas (i.e., areas with existing, occupied City, business and residential buildings and City park areas) of the City within the approximately the 62 square miles of City limits according to the defined deployment schedule (Exhibit B), that will include a combination of the following technology:

#### Multi-Layer Access network

- IEEE 802.11b/g standard Wi-Fi (2.4GHz)
- 5.8 GHz services for point-to-point and point-to-multipoint services.

#### Combined Backhaul

- Wired backhaul connectivity
- 5.8GHz unlicensed wireless backhaul
- Potential Wi-Max deployment

The St. Louis, MO Wi-Fi System shall be deployed in phases (subject to timely City permits, and using and obtaining suitable City Property and power) according to the following “Phase” schedule and subject to unanticipated events or conditions, such as street closures:

#### Phase I - Pilot

Timeframe: Start Date (where Start Date means the first business day following the City’s granting/issue of Company’s requested permits herein) +90 Days to build (+ up to 90 additional day testing. )

#### System Technology:

- IEEE 802.11b/g standard Wi-Fi (2.4GHz)
- 5.8 GHz services for point-to-point and point-to-multipoint services

Company will also test an IEEE 802.11a based 4.9 GHz public safety network using the same City Property

Coverage Area:

Central Business Area downtown, as defined in Exhibit B-1

### **Phase II**

Timeframe: Acceptance of Phase I +1 Year

System Technology:

IEEE 802.11b/g standard Wi-Fi (2.4GHz)  
5.8 GHz services for point-to-point and point-to-multipoint services

Coverage Area:

as defined in Exhibit B-1, attached hereto

Total Coverage Area including Phase I: approximately 45 square miles, as defined in Exhibit B-2

### **Phase III**

Timeframe: Acceptance of Phase II +1 Year

System Technology:

IEEE 802.11b/g standard Wi-Fi (2.4GHz)  
5.8 GHz services for point-to-point and point-to-multipoint services

Coverage Area:

- Balance of City Limits, as shown in Exhibit B-3

Total Coverage Area including Phase I and II: shall not extend beyond the developed area within City Limits, as shown in Exhibits B-1, B-2 and B-3.

### **Exhibit B-1 – Phase I Coverage**

The following is an overview of the planned coverage for the City of St. Louis, MO Wi-Fi System.

#### **Phase I**

Boundaries (approximately 2.9 sq. miles)

North Boundary – Dr. Martin Luther King Blvd  
South Boundary – I-64  
East Boundary – Mississippi River  
West Boundary – N. Grand Blvd / N. Vandeventer Ave.

See map below

#### **Exhibit B-2, Phase II Coverage**

Boundaries (including Phase I, approximately 42 sq. miles)

See map below

#### **Exhibit B-3, Phase III Coverage**

Boundaries (including Phase I and II, approximately 62 sq. miles) in City Limits

See map below

### **Exhibit C- Pilot- Phase I**

#### **A. Definitions**

- (a) “Pilot Conditions” shall mean that all of the following has occurred and been satisfied:

- (1) City has obtained Board of Aldermen approval or authorization for execution of the Agreement;
  - (2) Fully authorized representatives of both Parties have signed this Agreement;
  - (3) There are no court actions or civil actions that have resulted in Company not having substantially all of the rights to perform as described in the Agreement;
  - (4) There are no laws, statutes, or regulations or any Board of Aldermen ordinances that have the effect of Company not having substantially all of the rights to perform as described in the Agreement; and
  - (5) All necessary and appropriate permits, licenses and authorizations of the City, State and Federal governments for the Pilot ("Permits") have been issued and have not been terminated or revoked (excepting those Permits that City and Company have otherwise agreed will be issued on a rolling basis, if any).
- (b) "Pilot Period" shall mean a approximately ninety (90) day construction period and a following 90 day test period.
- (c) "Pilot" shall mean a test to validate the Company deployment plan, processes, Service and technology during the Pilot Period in accordance with this Exhibit D.
- (d) "Pilot Area" shall mean the area designated for Phase I Coverage on Exhibit B-1.
- (e) "Success Criteria" has the meaning given in Section B(a) below.
- (f) "Coverage" means the System in deployed in the designated area to provide the ability of a user to access the Services if the user has a compatible personal computer ("PC"), with "compatible" meaning either a lap top or desk top with approximately 100 mW of power, 2 dBi gain, and of the type generally used for internet access) and the user is either (a) outdoors or (b) indoors with appropriately equipped PC to transmit wireless signal to the coverage area in which the user is located (indoor users may require additional CPE devices.).

#### **B. Objectives of Pilot**

- (a) Company will test the System and Service in the Pilot Area. Company will endeavor to obtain the following technical and user results ("Success Criteria"):
1. Coverage – 90% outdoor line-of-sight Coverage based on the availability of City Property for mounting assets, with incidental indoor coverage (first and second stories only) in perimeter facing rooms with outward facing walls where line-of-sight outdoor coverage is also available .
  2. Throughput – to be measured approximately one/two meters off the ground with a compatible PC-type device.
  3. A user survey shows >75% of free and fee users are satisfied or very satisfied with the System and Service.
- Company will hire a third party to perform testing associated with these Success Criteria at times and places mutually agreed to by Company and City.
- (b) End-users in the Pilot Area will be able to log on and access the Service and System by connecting to Wi-Fi access with PC browser capability. Users will be able to connect to a publicly visible service set identifier (SSID) and open their browser and go to the main AT&T portal website for access authentication.
- (c) Upon initial failure to achieve any of the above criteria, Company (with input from City) will identify failure points, and evaluate reasonable and economic options, alternatives and remedies to achieve Pilot Success Criteria. Pilot Period may be extended as necessary for this purpose, not to exceed an additional 40 days. If the Parties are unable to resolve the failure points, either Party may elect to terminate the Agreement.

#### **C. Procedures for Conducting the Pilot**

- (a) Upon successful completion and satisfaction of the Pilot Conditions and after a detailed design review meeting including Company, City and principal subcontractors, Company shall install, implement and test the Service and System.
- (b) Company shall send City notice when the results of the Pilot are available, as well as test results for the Pilot. City and Company shall meet to review the test results. If the Pilot has not met the Success Criteria, then Company shall not proceed to a broader implementation of the System and will use good faith commercially reasonable efforts to resolve any problems and/or provide alternatives or changes to the Pilot design, so that the Pilot can meet the Success Criteria.
- (c) The Pilot will include a Capture Portal with a customized AT&T welcome page. Company may include advertising on the Capture Portal.

- (d) Within thirty (30) days after the Parties agree that the Pilot has met the Success Criteria, Company shall propose a plan for a broader deployment of the System beyond the Pilot (the "Plan"), which Plan shall be consistent with Exhibit B, Exhibit B-2 and Exhibit B-3.

Company shall continue to operate the System, unless otherwise agreed, in the Pilot Area during the finalization of the Plan and the installation of the remainder of the System.

#### **Exhibit D - Services Packages**

Company will initially offer a suite of diverse access packages of free and fee based services for consumers, visitors, and businesses. The parameters in each package are subject to modification as market conditions may develop: except before any modification is implemented by AT&T for free service, AT&T will meet and confer with City and if AT&T proposes to eliminate or substantially reduce the features associated with Free service, City shall have the right to require AT&T to make cash payments for attachment to City Property, including associated power usage, of used in the provision of such Free Service, not to exceed the prevailing City pole attachment and electricity rate for similar City Property.

##### **Free Access Package**

- System Technology:
  - IEEE 802.11b/g standard Wi-Fi (2.4GHz)
- Offer Specifics
  - Bandwidth at Broadband Speeds
    - Bandwidth \* "Industry Best efforts" target of up to 512 kbps.
    - Both the City and Company understand that actual realized log-in user bandwidth is subject to variables. The Company agrees to provide a flexible system design, to accommodate modifications and/or additions to accomplish the stated target criteria of bandwidth and capacity.
  - Availability
    - Free Service Package shall be available per the City coverage maps of Exhibit B, describing phased system build-out.
    - Company will target 98% network and package availability 'up time' over an annual basis. Validation of the 'up-time' may be measured by annual user survey results and the City/Company dispute resolution process.
  - Authentication – required User ID and Password, with re-authentication required after each hour of usage.
  - LogIn Time – Maximum free access usage time, per MAC Address, limited to 20 hours per month.
  - Content
    - No filtering of content is planned subject to any corporate policy pertinent to social responsibility.
  - Advertising
    - Company will utilize multiple on-line advertising approaches in association with the free access package, including but not limited to persistent advertising banners, pop-ups, or other approaches not yet defined.
    - Company will manage the provision of all on-line advertising associated with the free access offer according to the provisions defined in Exhibit I.
  - Support
    - Company will provide a full suite of on-line support tools, including FAQs, in support of the free access package.

##### **Fee Access Packages**

Company will offer fee based access service packages besides the free service. Any such fee based access packages Company chooses to offer shall comply with any and all federal, state and local laws. The City of St. Louis by virtue of this agreement shall not be considered to have endorsed any particular fee access package.

**Blocking**

The system shall support the ability to block specific ports to increase the security; such as (1) TCP traffic blocked on ports 80 (inbound), 135 (inbound), 137, 138, 139, 445 and 8053, and (2) UDP traffic blocked on ports 1434, 8053, 8083 and 8084, and VPN. Otherwise, the 2.4 GHz system shall be deployed such that it complies with the FCC's Policy Statement of September 23, 2005 (FCC 05-151) unless amended.

**Exhibit E– Wholesale Access Package**

- After completion of Phase II, Company will offer access to 3rd Party Service Providers (where capacity and sufficient SSID available) according to the following conventions:
  - System Technology:
    - IEEE 802.11b/g standard Wi-Fi (2.4GHz)
  - Offer Specifics
    - Bandwidth – “best effort” up to 1Mb
    - Set-Up Charges
      - Company will charge a one time \$100K setup/integration fee and require a minimum commitment of 500 users..
    - Support
      - Company will not provide Tier 1 or Tier 2 customer support or billing services to wholesale customers.
    - Pricing & Features
      - Pricing & features will be determined by Company.
      - Pricing & features will be re-evaluated periodically by Company.
- Enforcement and compliance will not be administered by the City of St. Louis.

**Exhibit F - Governance**

Company and the City agree to the following system of joint reviews to ensure the proper growth and development of the City of St. Louis Wi-Fi System.

**Resources**

- Project Management - Each Party shall designate a project manager to be the primary point of contact between the Parties with respect to this Agreement.
- Public Relations – Each party shall designate a resource or party to coordinate all joint, market facing announcements relative to this agreement.

**Executive Review**

- Company and the City shall meet at least once every six (6) months for executive review of the Project, which meetings may be held telephonically or in person at a location agreed to by the Parties (“Executive Reviews”). The agenda for these Executive Reviews shall be to review advertising plans, network performance, any expected impacts on the existing budget and/or business case, technical plans, and other issues related to the Project and the System.

**Performance and Reporting**

Company shall perform at the standards set forth as pilot success criteria in Exhibit C. Company agrees to report on the performance of the City of St. Louis Wi-Fi System, on a quarterly and on an annual basis, unless otherwise agreed by City.

**Exhibit G - On-Line Advertising**

Advertising shall be appropriate to all ages. Company shall reject any advertisement for reasons including but not limited to inappropriateness to an audience of all ages, pornography, violence, hate, etc.

**Exhibit H– Capture Portal and Splash Page**

Company will provide, if the City requests, a customized Walled Garden Capture Portal and Splash Page in association with the City Wi-Fi System.

- The Capture Portal is defined as the first page that all users will see when the user initially launches their browser to go to the main portal website for package selection and access authentication.
- The Splash Page shall be defined as the page that the user sees after making package selection.
- For the 'Free' packages, the Splash Page will provide sufficient space for up to six (6) defined links for municipal services, not to exceed 300 by 320 pixels.
- Content provided by the City for inclusion on the Capture Portal and Splash Page is subject to review by both parties.

**Walled Garden**

- Company will support the creation of a 'Walled Garden' for complimentary access to governmental services by all users of the 'Free' packages associated with the City Wi-Fi System.
- 'Walled Garden' is defined as a boundary wherein access to all government websites derived from the six (6) defined links on the Capture Portal/ Splash Page are provided at no charge to the user. Only services provide by City governmental agencies will be considered valid for inclusion within the 'Walled Garden'; City and Company must agree on all such links and accessible City websites. City shall have an opportunity to preview and shall pre-approve the Walled Garden.
- Should the user scroll away from the websites defined for inclusion within the 'Walled Garden' then the user will be directed back to the main Capture Portal.

Company will endeavor to determine the technical feasibility of providing a customized Capture Portal/ Splash Page based on the location of the user within the City System.

**Exhibit I – AT&T Privacy Policy**

The current version of the AT&T privacy policy is at <http://att.sbc.com/gen/privacy-policy?pid=7666#3>.

**Approved: February 20, 2007**

**ORDINANCE NO. 67413 - EXHIBITS Phase I, Phase II and Phase III**

