

PROJECT COOPERATION AGREEMENT

THIS PROJECT COOPERATION AGREEMENT dated July 17, 2018 (the “Cooperation Agreement” or “this Agreement”) is entered into by the **CITY OF BIRMINGHAM** (the “City”) and **BIRMINGHAM-JEFFERSON CIVIC CENTER AUTHORITY** (the “Authority”).

RECITALS

A. The Authority operates and manages a civic center convention complex located in and for the benefit of the City and Jefferson County, Alabama (the “County”). The Authority is planning a major expansion of its facilities through the following projects (collectively, the “Projects”): (i) renovation of Legacy Arena and the Authority’s existing convention and meeting space, and (ii) construction of an open-air stadium (the “Stadium”) that will have approximately 45,000 permanent seats and 40,000 square feet of meeting space and provide an additional venue for convention, sports and entertainment events, including football games for the University of Alabama at Birmingham (“UAB”). The Projects are conceptually described in the Executive Summary attached as *Exhibit A* (an updated plan of financing is attached to the Funding Agreement described below). Completion of the Projects will enable the Authority to compete more successfully with similar facilities in other cities as the site for trade shows, conventions, entertainment and sporting events.

B. The City believes the Projects will encourage and promote tourism and convention business and will generate substantial economic benefit for the City through the creation of jobs and the expansion of the City’s tax base. The City has agreed to support the Projects and to provide a share of the funding for the financing of the Projects, subject to the terms of this Agreement.

C. The Projects have a total estimated cost of approximately \$300 million. Pursuant to the Funding Agreement dated July 17, 2018 (the “Funding Agreement”) between the City and the Authority, the City has agreed to make the City Contributions (as defined therein) to the Authority to provide funds for the payment of a series of bonds (the “City-Supported Bonds”) that will provide a portion of the financing for the Projects. The City-Supported Bonds and the other bonds and notes financing the Projects are described in Exhibit A to the Funding Agreement. A copy of the Funding Agreement is attached to this Agreement as *Exhibit B*. This Cooperation Agreement is being executed and delivered simultaneously with the Funding Agreement.

D. The Authority and the City have the power to undertake the obligations described in this Agreement under the provisions of Alabama law, including without limitation (i) Amendment 280 to the Constitution of the State of Alabama (Section 3, Local Amendments, Jefferson County, in the Official Recompilation of the Constitution of Alabama of 1901) (“Amendment 280”), (ii) Act No.547 of the 1965 Regular Session of the Alabama Legislature, as amended (codified as Section 45-37-90 et seq. of the Code of Alabama 1975) (“Act 547”), and (iii) Amendment 772 to the Constitution of the State of Alabama (Section 94.01 of the Official Recompilation of the Constitution of Alabama of 1901) (“Amendment 772”).

E. This Agreement includes certain undertakings by the Authority and the City with respect to the development and construction of the Projects.

NOW, THEREFORE, in consideration of the respective representations and agreements herein contained, the parties hereto agree as follows:

Section 1. Definitions.

“**Agreement**” shall have the meaning set forth in the first paragraph of this Agreement.

“**Authority**” shall have the meaning set forth in the first paragraph of this Agreement.

“**Authority Event of Default**” shall have the meaning set forth in Section 5 below.

“**Business Days**” shall mean Monday through Friday, except days on which banks located in Birmingham, Alabama are closed.

“**City**” shall have the meaning set forth in the preamble of this Agreement.

“**City Contributions**” shall have the meaning set forth in the Funding Agreement.

“**City Event of Default**” shall have the meaning set forth in Section 4 below.

“**City Indemnified Parties**” means the City, its elected and appointed officials, officers, employees, agents and contractors.

“**Commence Construction of the Projects**” shall mean a substantial contract for construction of the Projects has been entered into by the Authority and physical work on construction of the Projects has begun.

“**Complete the Projects**” means the Authority has received a certificate of occupancy, certificate of completion or other similar governmental approval from the City that permits access to and use of the Projects for their intended purpose.

“**County**” shall have the meaning set forth in the Recitals of this Agreement.

“**Effective Date**” shall have the meaning set forth in Section 2 below.

“**Force Majeure**” shall have the meaning set forth in Section 2 below.

“**Funding Agreement**” shall mean the Funding Agreement dated July 17, 2018 between the City and the Authority providing the City Contributions to support the payment of the City-Supported Bonds.

“**Governmental Authority**” shall mean the government of the United States or any state, municipality or political subdivision thereof and any entity, body or authority exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, including quasi-governmental entities.

“**Legal Proceeding(s)**” means any legal or administrative proceeding, suit, cause of action, or alternative dispute resolution proceeding brought or effected.

“**Projects**” shall have the meaning set forth in the Recitals of this Agreement.

“**Required Approvals**” shall mean all permits, licenses, certificates, variances and other governmental approvals that must be acquired from or granted by the City and any other Governmental Authority under applicable law for the development, construction and operation of the Projects, including without limitation any zoning or rezoning of property by the City necessary for the Projects.

“**Stadium**” shall have the meaning set forth in the Recitals of this Agreement.

Section 2. Design and Completion of the Projects.

(a) The Authority shall be responsible for obtaining all Required Approvals for the Projects. The City, consistent with its regulatory duties and responsibilities, shall cooperate with the Authority in connection with the application for any Required Approvals for the Projects. The Authority shall bear all costs and expenses associated with such Required Approvals, including any hearings and appeals in connection therewith. The Authority acknowledges and agrees that the obligations, approvals and other actions by the City under this Agreement do not constitute an agreement for the exercise of the City’s regulatory powers as a municipality, that nothing in this Agreement constitutes an exemption or grant of a variance from Required Approvals, and that the City’s cooperation with the Authority shall not be construed as a guarantee of any Required Approvals.

(b) To the fullest extent permitted by and in compliance with applicable law, the City agrees to use its best efforts to effect, as expeditiously as possible, any act that would further the Required Approvals, including without limitation, prompt completion of any required inspections in connection with the issuance of a certificate of completion, a certificate of occupancy, or other similar document for the Projects, subject to the Authority’s compliance with any and all requirements for the issuance of the same.

(c) The Authority shall comply with land use regulations, codes and laws affecting the leasing, use, improvement and development of the Projects.

(d) On a monthly basis during the development and construction of the Projects the Authority shall provide a written status report to the Committee of the Whole of the City of Birmingham regarding the development and construction of the Projects, which shall include (i) an updated budget with sources and uses of funds for completion of the Projects, (ii) the most recent conceptual design plan for the Projects (or a confirmation that the last plan submitted has not been modified), (iii) a list of significant contracts entered into in connection with the development and construction of the Projects, (iv) a list of proposed significant contracts to be entered into with respect to the Projects, including contracts for professional services, (v) report on compliance with minority business participation goals with respect to the design and construction of the Projects, and (vi) the most recent version of the comprehensive parking and traffic control plan with respect to the Projects and the other facilities operated by the Authority (or a confirmation that the last plan submitted has not been modified).

(e) At least once each calendar quarter the Authority shall organize a meeting for representatives of all stakeholders, including the Authority, the City, the County, UAB and the Jefferson County Delegation to inform them about the progress of the development and construction of the Projects.

(f) The Authority shall accept timely input from the City and the other stakeholders

in the Projects; however, the Authority's Board of Directors shall be responsible for final approval of final plans and specifications for the Projects (subject to Required Approvals) and approval of all contracts entered into with respect to the Projects, and the Authority shall be the party contracting for the development and construction of the Projects.

(g) The City and the Authority intend to expand tourism, develop economic opportunities, and expand the tax base of the City. In connection therewith, the Authority shall cooperate with the City and the City's Parks and Recreation Board by coordinating event opportunities for both Legion Field and the Authority's facilities, including the Projects.

(h) The City shall be given access to the Projects, including a suite or box at the Arena and a suite or box at the Stadium, together with dedicated adequate parking, that will afford the City the opportunity to utilize the Projects in its economic development activities and the promotion of the City for recruitment of industry and commerce, all in accordance with and to the extent permitted by laws of the State of Alabama, including without limitation State "ethics laws".

(i) The Authority will maintain sufficient records to document its costs and expenses for the Projects. The City may at reasonable times and places, audit the books and records of the Authority related to the Projects. All pertinent books, accounts, or other records accumulated by the Authority pursuant to this Agreement must be accessible to representatives of the City and shall be retained for three (3) years from the termination of this Agreement. If any audit, claim or litigation is begun concerning this Agreement before the expiration of the three (3) year period, the Authority shall retain the records until the resolution of all litigation, claims, or audits involving such records. The City's right to audit pursuant to this Section shall survive the termination of this Agreement.

(j) The Authority acknowledges that the residents of the City anticipate the prompt receipt of substantial economic benefit to the local economy in return for the City Contributions granted under this Agreement. Subject to the terms and conditions of this Agreement and receipt of all Required Approvals, the Authority shall use its best efforts to Commence Construction of the Projects not later than January 1, 2019, and shall use its best efforts to Complete the Projects not later than July 1, 2021.

(k) The obligations of the Authority to Commence Construction of the Projects and Complete the Projects shall be extended for a reasonable period if the Authority's performance is delayed or prevented by Force Majeure. The term "Force Majeure" as used in this Agreement means acts of God including, but not limited to, earthquakes, fire, floods, tornadoes, hurricanes, and severe weather conditions; acts of the public enemy; strikes, lockouts, work slowdowns or stoppages or other labor disputes; insurrections, riots or other civil disturbances; Legal Proceedings, any judgment, injunction, order or decree of a court or other Governmental Authority of competent jurisdiction which has the effect of prohibiting, delaying or enjoining the Project or making the Projects commercially unviable; or partial or entire failure of public utilities; adverse economic conditions; or any other condition or event beyond the reasonable control of the Authority. The Authority will, to the extent that it may lawfully do so, use its commercially reasonable efforts to remedy, alleviate or circumvent any cause or causes preventing it from performing its agreements and covenants hereunder.

(l) Subject to the mutual covenants and the other terms and conditions set forth herein, the Authority hereby commits to develop the Projects and to carry out its obligations and duties as set forth herein.

(m) The Authority shall not hold itself out as an agent of the City and shall not make any representation or take any action which shall convey the impression to any contractor, subcontractor, laborer or supplier that the City has any obligation or responsibility for any payment to such contractor, subcontractor, laborer or supplier in connection with the Projects.

(n) The Authority acknowledges and agrees that the Authority is responsible for undertaking all inspections, investigations, tests, surveys and other due diligence deemed necessary by the Authority in connection with the Projects, and that the City shall assume no responsibility to the Authority for any such due diligence.

(o) Not later than one hundred twenty (120) days following the effective date of this Agreement, the Authority shall develop and submit to the City's Department of Planning, Engineering and Permits the plans and specifications and other documentation necessary to obtain Required Approvals for the commencement of construction of the Projects.

(p) The Authority specifically recognizes and agrees that the plans and specifications and other documents necessary for Required Approvals shall be subject to review and approval by the City as provided in Section 2(a).

(q) The Authority covenants that it will use its good faith efforts to complete the Projects in an orderly and expeditious manner, disrupting City traffic and surrounding businesses as minimally as commercially reasonable.

(r) The Authority recognizes that the City has agreed to provide the City Contributions, in part, to potentially realize the future economic benefit of the Projects. The Authority will, to the extent it may lawfully do so, engage in best efforts to operate the Projects, or obtain lease or use agreements for operation of the Projects, for a period of not less than 30 years. The Authority will not locate or move the Projects outside the Authority's legally authorized zone of operation within the City of Birmingham. In addition, the Authority will not close the Projects (other than to complete renovations, restoration or repairs, or as a result of casualty or condemnation or other Force Majeure event which prevents it from operating the Projects) or cease operation or use of the Projects for the purposes described herein during the term of this Agreement without ten (10) days' prior written notice to the City. If the Authority locates, relocates, closes or ceases operation or use of the Projects in violation of this Agreement the City shall have available the rights and remedies available to it at law or in equity, subject, however, to the terms and conditions of Section 5(b).

(s) The City shall be afforded an opportunity to review the documents related to the conditions of Section 2(a) of the Funding Agreement prior to the issuance of the City-Supported Bonds, including the bond documents related to the City-Supported Bonds. The Authority will not enter into any amendment or modification of the bond documents related to the City-Supported Bonds that adversely affects the rights or obligations of the City without the prior written consent of the City.

Section 3. City's Allocation of Economic Benefit

The Authority acknowledges that the City intends to dedicate all revenue growth to the City from these Projects to a neighborhood revitalization fund. Prior to the Mayor submitting a budget to the City Council each year the Chief Financial Officer will estimate the amount of revenue growth, which will be included in the City's budget for the upcoming fiscal year and be

solely dedicated to expenditures that benefit all neighborhood revitalization, to be determined in the discretion of the Mayor and City Council, which may include increased public safety, resurfacing streets and sidewalks, removing dilapidated houses, housing development, and other priorities deemed important by the Mayor and City Council.

Section 4. Events of Default by City.

(a) Any one or more of the following shall constitute an event of default under this Agreement by the City (herein called a “City Event of Default”) (whatever the reason for such event and whether it shall be voluntary or involuntary or be effected by operation of law or pursuant to any judgment, decree or order of any Governmental Authority):

(i) the filing by the City of a voluntary petition in bankruptcy, or the City’s seeking of or consenting to or acquiescing in the appointment of a receiver of all or substantially all of its property, or if a petition or answer is filed by the City proposing the adjudication of the City as a bankrupt or its reorganization, arrangement or debt readjustment under any present or future federal bankruptcy code or any similar federal or state law in any court, or if any such petition or answer is filed by any other person and such petition or answer shall not be stayed or dismissed within sixty (60) days; or

(ii) failure by the City to perform or observe any of its agreements or covenants contained in this Agreement, which failure shall have continued for a period of thirty (30) days after written notice thereof from the Authority, unless (A) the Authority shall agree in writing to an extension of such period prior to its expiration or (B) during such thirty (30) day period or any extension thereof, the City has commenced and is diligently pursuing appropriate corrective action and thereafter continues to diligently pursue such corrective action to completion.

(b) Notwithstanding anything herein to the contrary, if a City Event of Default exists, the Authority shall have the exclusive remedies of seeking and obtaining injunctive relief to the extent necessary to cure the default, declaratory relief and/or specific performance; provided, however, in no event shall the Authority be entitled to punitive or consequential damages, whether arising at law or in equity.

Section 5. Events of Default by Authority.

(a) Any one or more of the following shall constitute an event of default under this Agreement by the Authority (herein called a “Authority Event of Default”) (whatever the reason for such event and whether it shall be voluntary or involuntary or be effected by operation of law or pursuant to any judgment, decree or order of any Governmental Authority):

(i) at any time prior to the completion by the Authority of its obligations hereunder, the dissolution or liquidation of the Authority, or the filing by the Authority of a voluntary petition in bankruptcy, or the Authority’s seeking of or consenting to or acquiescing in the appointment of a receiver of all or substantially all of its property, or the adjudication of the Authority as a bankrupt, or any assignment by the Authority for the benefit of its creditors, or if a petition or answer is filed by the Authority proposing the adjudication of the Authority as a bankrupt or its reorganization, arrangement or debt readjustment under any present or future federal bankruptcy code or any similar federal or state law in any court, or if any such petition or answer is filed by any other

person and such petition or answer shall not be stayed or dismissed within sixty (60) days;

(ii) failure by the Authority to perform or observe any of its agreements or covenants contained in this Agreement, which failure shall have continued for a period of thirty (30) days after written notice thereof from the City, unless (A) the City shall agree in writing to an extension of such period prior to its expiration or (B) during such thirty (30) day period or any extension thereof, the Authority has commenced and is diligently pursuing appropriate corrective action and thereafter continues to diligently pursue such corrective action to completion; or

(iii) any material representation made by the Authority in this Agreement or in any certificate, notice or request made by the Authority in writing and delivered to the City pursuant to or in connection with this Agreement shall prove to be untrue or incorrect in any material respect as of the date made.

(b) If an Authority Event of Default exists, the City may pursue any remedies at law or in equity to compel performance by the Authority, including without limitation an action for specific performance by the Authority or an action for actual damages resulting from the default; provided, however, that no such default shall result in a termination of the Funding Agreement or a reduction or delay in the City Contributions under the Funding Agreement.

Section 6. Remedies Subject to Applicable Law.

All rights, remedies and powers provided in this Agreement may be exercised only to the extent the exercise thereof does not violate any applicable provision of law in the premises, and all the provisions of this Section are intended to be subject to all applicable mandatory provisions of law which may be controlling in the premises and to be limited to the extent necessary so that the same will not render this Agreement invalid or unenforceable.

Section 7. Indemnity.

The Authority shall release, save, hold harmless and indemnify the City Indemnified Parties, and any of them, from and against any and all claims, loss, damage, liability or expense, on account of or arising from or in connection with (i) any breach or default in the performance of any of the Authority's obligations herein, (ii) any activity of the Authority or any of the Authority's agents, contractors or employees in connection with the Projects, or (iii) any damage to property and injuries, including death, to all persons arising from the Authority's use, design or construction of the Projects and from and against all costs, reasonable attorneys' fees, expenses and liabilities incurred in the defense of any such claim or any action against the City Indemnified Parties, or any of them, by reason of any such claim, and the Authority, upon notice from the City, shall, at the Authority's own expense, defend any suits or other proceedings brought against the City Indemnified Parties, or any of them, in connection with (i), (ii) or (iii) above and shall pay all costs, reasonable attorneys' fees, expenses and liabilities and satisfy all judgments which may be incurred by or rendered against them or any of them in connection therewith using counsel satisfactory to the City. The foregoing indemnity obligation shall include, but is not limited to, indemnification of the City Indemnified Parties, or any of them, against any claim for payment brought by any contractor, subcontractor, materialman, supplier, laborer, design

professional or the like in connection with work, labor and/or materials supplied or performed at the request of the Authority in connection with the Projects and out of any defect, deficiency or negligence of the architect's or engineer's designs and specifications incorporated into any improvements constructed in accordance therewith. The foregoing indemnity obligation shall survive the expiration or earlier termination of this Agreement.

Section 8. Assignment.

This Agreement is not assignable by any party hereto except upon the written approval and consent of the other party hereto.

Section 9. Governing Law.

This Agreement, all rights of the parties hereunder, and all disputes which may arise hereunder shall be subject to and governed in accordance with the laws of the State of Alabama. By executing this Agreement, the Authority consents to the jurisdiction and venue of the courts of Jefferson County, Alabama, or federal courts, with respect to any matter arising hereunder.

Section 10. Severability.

In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

Section 11. Notices.

All communications and notices expressly provided herein shall be sent, by first class mail, postage prepaid, by facsimile, or by a nationally recognized overnight courier for delivery on the following business day, as follows:

To the City: City of Birmingham
 Mayor's Office
 Third Floor City Hall
 710 North 20th Street
 Birmingham, Alabama 35203
 Attention: Mayor
 Facsimile: (205)

with a copy to:

City of Birmingham
City Attorney's Office
710 North 20th Street, Room 600
Birmingham, Alabama 35203
Attention: City Attorney
Facsimile: (205) 254-2502

To the Authority: Birmingham-Jefferson Civic Center Authority
2100 Richard Arrington Blvd.
Birmingham, Alabama 35203
Attn: Executive Director

with a copy to:

Waldrep, Stewart & Kendrick, LLC.
2300 2nd Ave. No.
Birmingham, Alabama 35203

or to such other address as the parties shall designate from time to time by written notice.

Section 12. Costs and Expenses.

Each party agrees to pay its own costs incurred in connection with the negotiation and preparation of this Agreement. The Authority acknowledges that it shall be responsible for all costs of developing the Project, including any costs for rezoning, vacation and/or subdivision, and that the City shall have no obligation for any costs of planning, developing and maintaining the Project, such as legal, engineering, architectural, construction and environmental services.

Section 13. Section Titles and Headings.

The article and section titles and headings are for convenience only and do not define, modify or limit any of the terms and provisions hereof.

Section 14. Representations and Warranties of the Authority.

The Authority makes the following representations and warranties as of the Effective Date as the basis for its undertakings pursuant to this Agreement:

(a) The Authority has full power and authority to enter into and to perform and observe the agreements and covenants on its part contained in this Agreement.

(b) The execution and delivery of this Agreement on the part of the Authority's undersigned officer have been duly authorized by the Authority and by all other necessary actions.

(c) All actions and proceedings required to be taken by or on behalf of the Authority to execute and deliver this Agreement, and to perform the covenants, obligations and agreements of the Authority hereunder, have been duly taken.

(d) There are no approvals, authorizations, consents or other actions by or filings with any person which are required to be obtained or completed by the Authority in connection with the execution and delivery of this Agreement.

(e) The execution and performance of this Agreement by the Authority will not, to the Authority's knowledge: (i) constitute and will not result in the breach or violation of any contract, lease, mortgage, bond, indenture, franchise, permit or agreement of any nature to which the Authority is a party; (ii) contravene, conflict with, or result in a violation of, its certificate of formation or its operating agreement; or (iii) contravene, conflict with, or result in a

violation or breach of any provision of, or give any person the right to declare a default or exercise any remedy under, or to accelerate the maturity or performance of, any contract, agreement, instrument or understanding by which the Authority is bound.

(f) To the Authority's knowledge, the Authority is not in default under any law or regulation or under any order of any court, board, commission or agency whatsoever which would have a material adverse effect on the Authority's performance of its obligations under this Agreement.

(g) To the Authority's knowledge, there are no outstanding judgments, orders, writs, injunctions, or decrees of any government entity, no pending legal proceedings or material written threats of legal proceedings, against or affecting the Authority before or by any Governmental Authority whatsoever which would have a material adverse effect on the Authority's performance of its obligations under this Agreement.

(h) The Authority has not experienced bankruptcy, insolvency or any other form of legal relief from claims of creditors.

(i) The Authority certifies that it has not employed or retained any person or entity for the purpose of soliciting or securing selection of the Authority as the developer of the Projects or any City contracts or incentives in general and that, to the knowledge of the Authority, the Authority has not paid or agreed to pay any person, corporation, individual or firm, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the City shall have the right to terminate this Agreement without liability at its discretion. For clarity, in the normal course of its activities in connection with the development of the Projects the Authority has retained legal counsel, financial advisers, architects, engineers, and persons or firms specializing in governmental relations, but the retention of such professionals and advisers has been approved by the governing body of the Authority, and any payments to such professionals or advisers is for normal services under such contracts.

(j) The Authority recognizes: (i) the importance of the development of the Projects to the general welfare of the City; (ii) that substantial public aid has been made available by law and by the City for the purpose of making the Projects possible.

(k) During the term of the Agreement, if requested by the City, the Authority agrees to provide copies, at no cost to the City, of any publicly available financial reports or statements no later than seven (7) Business Days of the City's written request therefor; provided, however, in no event shall the Authority be required to comply with such requests more than twice in any calendar year.

The representations, warranties and covenants made by the Authority herein shall survive the performance of any obligations to which such representations, warranties and covenants relate.

Section 15. Representations and Warranties of the City.

The City makes the following representations and warranties as of the Effective Date as the basis for its undertakings pursuant to this Agreement:

(a) The City has the full power and authority to enter into and to perform

and observe the agreements and covenants on its part contained in this Agreement.

(b) The execution and delivery of this Agreement on the part of the undersigned officer of the City have been duly authorized by a resolution duly adopted by the City Council of the City and by all other necessary actions.

(c) All actions and proceedings required to be taken by or on behalf of the City to execute and deliver this Agreement, and to perform the covenants, obligations and agreements of the City hereunder, have been duly taken.

(d) The execution and performance of this Agreement by the City will not, to the City's knowledge: (i) constitute and will not result in the breach or violation of any contract, lease, mortgage, bond, indenture, franchise, permit or agreement of any nature to which the City is a party; or (ii) contravene, conflict with, or result in a violation or breach of any provision of, or give any person the right to declare a default or exercise any remedy under, or to accelerate the maturity or performance of, any contract, agreement, instrument or understanding by which the City is bound.

The representations, warranties and covenants made by the City herein shall survive the performance of any obligations to which such representations, warranties and covenants relate.

Section 16. Relationship of Parties.

The City and the Authority agree that nothing contained in this Agreement, or any act of the Authority or of the City, shall be deemed or construed by either of the parties hereto, or by third persons, to create any relationship of third party beneficiary hereof, or of principal and agent, or of a limited or a general partnership or of a joint venture or of any association or relationship between the Authority and the City other than as independent contractors in a contract entered into at arm's length. Notwithstanding any of the provisions of this Agreement, it is agreed that the City has no investment or equity interest in the business of the Authority, and shall not be liable for any debts of the Authority, nor shall the City be deemed or construed to be a partner, joint venturer or otherwise interested in the assets of the Authority, nor shall the Authority at any time or times use the name or credit of the City in purchasing or attempting to purchase any equipment, supplies or other thing whatsoever.

Section 17. Compliance with Laws.

The Authority shall comply, and shall cause its officers, agents, and employees to comply, with all material federal, state and local statutes, regulations, rules, ordinances and other laws, including, but not limited to, the Americans with Disabilities Act, which are applicable to the Projects.

Section 18. Immigration Act Compliance.

(a) The Authority represents and warrants that for any work it does in Alabama it does not knowingly employ, hire for employment, or continue to employ in Alabama an "unauthorized alien," as defined by the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, §31-13-1, et seq., Code of Alabama 1975, as amended (the "Act").

(b) The Authority represents and warrants that it has enrolled or will enroll in the E-Verify program prior to performing any work on the project and shall provide upon request

documentation establishing that the Authority is enrolled in the E-Verify program. During the performance of this Agreement, the Authority shall participate in the E-Verify program as required under the terms of the Act.

(c) The Authority represents and warrants that the Authority shall not hire, retain or contract with any contractor to work on the Project which the Authority knows is not in compliance with the Act.

(d) By signing this contract, the contracting parties affirm, for the duration of this Agreement, that they will not knowingly and materially violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore a contracting party found to be in violation of this provision shall be deemed in breach of this Agreement and shall be responsible for all damages resulting therefrom.

Section 19. Binding Effect.

This Agreement and all terms, provisions and obligations set forth herein shall be binding upon and shall inure to the benefit of the Authority and its successors and assigns and shall be binding upon and shall inure to the benefit of the City and its successors and assigns.

Section 20. Historically Under-Utilized Business Participation.

(a) The Authority acknowledges and agrees that the City, as a matter of public policy, encourages participation of minority-owned, women-owned and disadvantaged business enterprises to the maximum extent possible. This policy includes historically under-utilized business enterprises such as architectural firms, engineering firms, investment banking firms, other professional service providers, and construction contractors as part of the City's business, economic and community revitalization programs.

(b) The Board of Directors of the Authority has heretofore adopted a policy that requires the Authority to strive for 30% participation by minority and historically underutilized businesses ("HUB") in all expansion and capital projects undertaken by the Authority. The Authority hereby agrees (i) to use its best efforts to achieve a goal of 30% minority and HUB participation in the planning and construction of the Projects in accordance with such policy, and (ii) to engage an independent firm or other service to ensure, monitor and report to the City on the level of minority and HUB participation in the Projects.

Section 21. Equal Opportunity Employment; Non-Discrimination.

During the performance of this Agreement, the Authority agrees as follows:

(a) The Authority will not discriminate against any employee or applicant for employment because of race, color, religion, sex, gender identity, sexual orientation, disability, familial status, or national origin. The Authority will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, gender identity, sexual orientation, disability, familial status, or national origin. Such action shall include but not be limited to the following: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Authority agrees to post in conspicuous places, available to employees and applicants for

employment, notices setting forth the provisions of this nondiscrimination clause.

(b) In the event of the Authority's noncompliance with the nondiscrimination clauses of this Agreement, this Agreement may be canceled, terminated or suspended in whole or in part and the Authority may be declared ineligible for further municipal contracts.

(c) Further, the Authority shall not enter into, execute or be a party to any covenant, agreement, lease, deed, assignment, conveyance, or any other written instrument which restricts the sale, lease, use or occupancy of the Projects, existing civic center or hotel, or any part thereof, upon the basis of national origin, race, religion, sex or color. The Authority shall comply with all federal, state and local laws, in effect from time to time, prohibiting discrimination or segregation and will not discriminate, by reason of national origin, race, religion, sex or color in the sale, lease, use or occupancy of the Projects, existing civic center facility or hotel, or any part thereof.

Section 22. Buy Local.

The Authority agrees that in any contracts for the construction of any portion of the Projects, it will encourage the general contractors thereunder to buy and/or lease supplies, materials and equipment from vendors located within the corporate limits of the City of Birmingham, taking into account the HUB goals and objectives of Section 20.

Section 23. Local Hiring.

Subject in all cases to the Authority's then usual and customary hiring policies, the Authority will, to the extent that it may lawfully do so, engage in best efforts to employ qualified residents of the City in connection with the Projects, including [hosting a job fair or training seminar in the City on or before January 1, 2019].

Section 24. Offset for Overdue Fees, Taxes, etc.

Pursuant to Executive Order of the Mayor of Birmingham No. 76-09 (effective as of August 21, 2009), the Authority acknowledges and agrees that the City has the right to deduct from the total amount of consideration to be paid, if any, to the Authority under this Agreement all unpaid, delinquent or overdue license fees, taxes, fines, penalties and other amounts due the City from the Authority; provided, however, that the City will not offset or deduct and such amounts from the City Contributions (as defined in the Funding Agreement), it being understood and agreed that the City Contributions will be assigned and pledged to holders of the City-Supported Bonds and that the City will not eliminate, offset or reduce the City Contributions during the term of the Funding Agreement. Any offset or deduction by the City pursuant to this Section shall be against other funds or consideration to be paid to the Authority, if any, in connection with the Projects. Nothing herein shall alter or otherwise effect the Authority's right to file an administrative appeal, protest, lawsuit or other similar proceeding in dispute of an offset or attempted offset by the City pursuant to this Section.

Section 25. Boycotting Activities.

By signing this contract, the Authority represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

Section 27. Entire Agreement; Amendment.

This Agreement constitutes one entire and complete agreement, and neither of the parties hereto shall have any rights arising from any separate component of this Agreement without complying in all respects with its duties and obligations under all parts and components hereof. This Agreement and the Funding Agreement constitute and include all promises and representations, expressed or implied, made by the City and the Authority with respect to the matters contained herein. No stipulations, agreements or understandings of the parties hereto shall be valid or enforceable unless contained in this Agreement. No oral conditions, warranties or modifications hereto shall be valid between the parties. This Agreement may be amended only by a written instrument (i) approved by the Board of Directors of the Authority and the City Council and (ii) executed by the Mayor of the City and a duly authorized officer of the Authority.

Section 27. Counterparts.

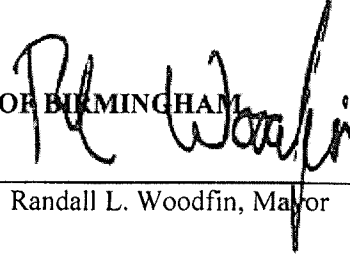
This Agreement may be executed in two or more counterparts, each of which shall constitute but one and the same agreement.

[signatures appear on following page]

IN WITNESS WHEREOF, the City and the Authority have caused this instrument to be duly executed as of the date set forth above.

CITY OF BIRMINGHAM

By:

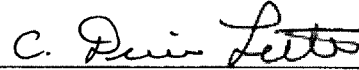

Randall L. Woodfin, Mayor

Attest:


Lee Frazier, City Clerk

BIRMINGHAM-JEFFERSON CIVIC CENTER
AUTHORITY

By:



Title:

CHAIRMAN

Approved as to Form

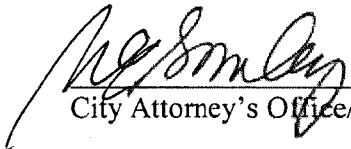

City Attorney's Office/Date

EXHIBIT A

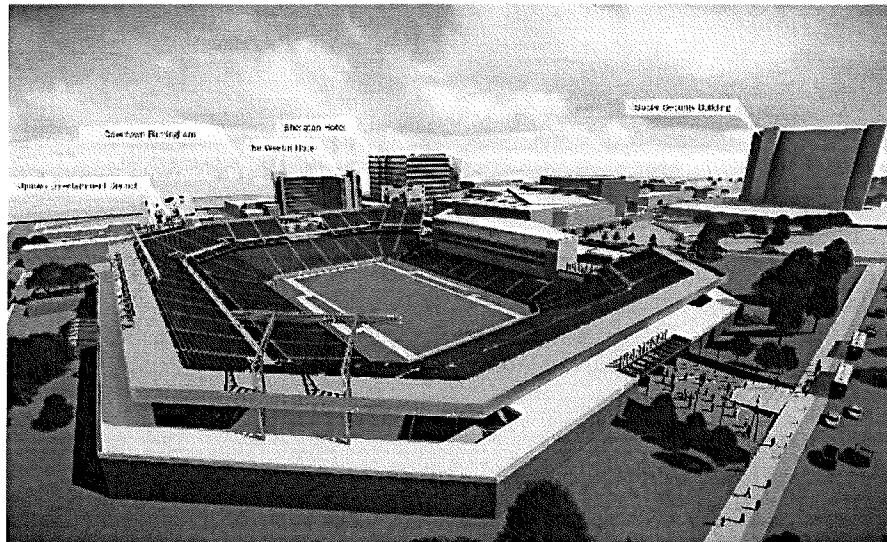
Conceptual Plans for the Projects

BUILD A NEW FLEXIBLE-USE STADIUM & MODERNIZE LEGACY ARENA

A PUBLIC-PRIVATE PARTNERSHIP



Executive Summary



Updated December 11, 2017



BUILD A NEW FLEXIBLE-USE STADIUM & MODERNIZE LEGACY ARENA

The Goal

Construct a new flexible-use open-air football stadium and modernize Legacy Arena to maximize value to the City of Birmingham and the broader community, while optimizing the return on investment from a major economic-development project in Central Alabama.

About the Stadium

The proposed new stadium will create a beautiful, functional and connected (by skywalk) eastern anchor on the BJCC campus in the form of a 45,000 seat stadium for football, soccer, concerts and year-round events at the east end of Richard Arrington Jr. Blvd. UAB football will be the stadium's lead tenant. The strategic location of the stadium will energize the Uptown entertainment district, bringing year-round events and activities. The stadium will offer state-of-the-art amenities, including premium clubs and suites, which will have the potential to generate revenue for the BJCC on non-game days, and will have the ability to expand to 55,000 seats, as needed, with portable seating. The estimated construction timeline is 33-35 months, and the cost of the stadium is approximately \$175 million.

The BJCC has invested \$17.8 million acquiring the property for the proposed four-block development. It also has invested in studying the site in preparation for development, and has engaged professionals to draft the necessary plans for the relocation of major utilities and associated storm and sanitary sewer relocations and enhancements. The BJCC is prepared to execute the projected \$12 million engagement associated with un-encumbering the proposed area to allow for development as a contiguous site, and also is prepared to dedicate pre-opening funds estimated at approximately \$900,000 for staff recruitment and training, marketing and operational needs associated with the lead-up to the opening of the facility.

About Legacy Arena

The Legacy Arena modernization will enhance and reinforce its historic position as Alabama's premier music, entertainment and indoor multi-sports venue. A new entry sequence and exterior update will make the venue more impactful visually from both I-20 and downtown. The improvement of general patron amenities and addition of premium fan amenities will further the BJCC's mission to attract events that generate economic benefits for the region and the local community. The project also will update the

AREA SCHEDULE (Gross Building)

CLUB LEVEL	CONVENTION CENTER SPACE	24301 SF
	SUBTOTAL	24301 SF
FIELD LEVEL	STADIUM AREA	137950 SF
CLUB LEVEL	STADIUM AREA	36038 SF
MAIN CONCOURSE / LOWER SUITE	STADIUM AREA	209804 SF
UPPER SUITE LEVEL	STADIUM AREA	12516 SF
PRESS LEVEL	STADIUM AREA	15488 SF
	SUBTOTAL	411796 SF
CLUB LEVEL	STADIUM SEATING	20833 SF
MAIN CONCOURSE / LOWER SUITE	STADIUM SEATING	100231 SF
UPPER SUITE LEVEL	STADIUM SEATING	14739 SF
TO ROOF	STADIUM SEATING	76217 SF
	SUBTOTAL	212020 SF
	GRAND TOTAL	648117 SF

PROGRAM SUMMARY

PREMIUM SUITES -	20
PARTY SUITES -	4
FACILITY SUITES -	5
SIDELINE CLUB -	1
ENDZONE CLUBS -	1
CONCESSION (POS) -	114
MEN'S TOILETS -	231
WOMEN'S TOILETS -	368
LOCKERROOMS -	4

SEATING SUMMARY

Suite Seats -	574
Club Seats (22") -	750
Loge Seats -	160
General Admission Seats with arms and backs (19") -	26000
Bleacher Seats with Backs -	11750
Bleacher Seats -	5800
Temporary / Future Seating Bleacher Seats with Backs -	10000
Total Seats -	55034



facility to meet current and future fan and guest expectations in terms of amenities and experiences, extending the future of this iconic Birmingham entertainment and sports venue for years to come.

The fan experience will be enhanced in numerous ways, including the addition of new suites and clubs, enhanced food and beverage opportunities, better circulation and visibility around the concourse, more premium opportunities for patrons and enhanced accessibility. Extensive planning and programming work is nearing completion, with extensive input from key building users including the NCAA, the Southeastern Conference, concert and entertainment promoters, and meeting planners. Additional pre-construction work currently is under development. The total cost is approximately \$123 million.

Key Steps Remaining

Key next steps associated with moving these projects from input and planning into construction and completion include: gaining support from all project stakeholders and finalizing the multi-stakeholder funding model with input and support from all stakeholders; completing the necessary activities associated with un-encumbering the proposed four-block stadium site, moving to design and pre-construction activities; and completing construction in keeping with the following desired timelines:

- The desired timeline for the completion of the stadium is the fall 2020 UAB football season and the 2021 World Games, which will take place the following summer.
- The desired timeline for the Arena modernization is maximizing the impactful portion of the work, which may impact ongoing operations, during the period the I-59/20 bridges will be removed and replaced.

Finalize Funding

This public-private partnership is proposed to include the following key investors: the BJCC, the City of Birmingham, the Jefferson County Delegation of the Alabama State Legislature (which will need to amend legislation associated with a 2001 bill that provisionally provided funding to the multi-purpose facility project), Jefferson County and a taxable placement leveraged by revenues secured by UAB and Corporate partnerships. The funding model and debt sizing are proposed to be structured as follows:

(\$ in 000s)	2018-A BJCC	2018-B City of Birmingham	2018-C Legislative/ Other	2018-D Jefferson County	2018-E Taxable Placement	Total
Term (years)	40	30	30	30	10	n/a
Estimated TIC	4.00%	3.50%	3.50%	3.50%	3.00%	3.70%
Assumed 2017 issue size	\$ 162,550	\$ 55,176	\$ 51,498	\$ 18,392	\$ 34,121	\$ 321,737
Estimated pledged revenues	\$ 20,430	\$ 3,000	\$ 3,500	\$ 1,000	\$ 4,000	\$ 31,930
Coverage requirement (x)	2.00	1.00	1.25	1.00	1.00	n/a
Defeasance requirement	\$ 11,452	\$ -	\$ -	\$ -	\$ -	\$ 11,452
Estimated expenses @ \$7.00	1,138	386	360	129	239	2,252
Net proceeds	\$ 149,960	\$ 54,790	\$ 51,137	\$ 18,263	\$ 33,882	\$ 308,032
Estimated annual debt service	\$ 10,715	\$ 3,000	\$ 2,800	\$ 1,000	\$ 4,000	\$ 21,515

(includes 2015 Bonds)

SOURCES OF REPAYMENT				
Beverage Tax	Funding Agreement	Car rental tax?	Funding Agreement	Naming rights
Special Lodging Tax	City of Birmingham	Other sources?	Jefferson County	Suite revenues
PILOTs				UAB facility lease
Sales/Use Tax				
Tobacco Tax				
Lodging Tax (1%)				



Issuance of Project Debt and Transitioning to Construction

Once principle agreement on the funding model among the stakeholders has been achieved, the release of specific funds will be necessary to begin construction on the project. To date, funds committed by the BJCC are at work supporting the completion of due diligence efforts. Significant funds soon must be committed by the BJCC to pay for the relocation of utilities within the project site and efforts initiated with the City of Birmingham regarding vacation of streets within the proposed stadium site. Funds also will need to be released by the BJCC to further the design of the stadium, further budget validation to achieve a guaranteed maximum price (GMP) for the project and ultimately a financing based on the proposed funding model or an evolution thereof executed to fund for construction.

The Path to Success

In order to achieve success and complete the stadium by September of 2020 (before UAB's first home football game that season), the funding model must be solidified by December 31, 2017. Assuming that the funding model is secure by that date, the bid for utility relocation work will be released by the BJCC and the vacations and subdivision process with the City of Birmingham can be initiated, as the program schedule for site preparation is a critical activity in order to start construction by a date that allows completion and utilization for the fall 2020 UAB football season.

To accomplish this goal, an interim-phase agreement must be negotiated with the architect to advance the stadium's design and prepare early-release site development packages. In addition, the owner's representative and construction manager/program manager for pre-construction services must be selected based on the chosen project-delivery method. Finally, construction needs to be completed on-time and on-budget.

With principle agreement of a funding structure that achieves the necessary project proceeds, the BJCC Authority is prepared to advance funding for the purposes of retaining architects and professionals to advance design and prepare early-release site development packages. It also will engage construction management services to continue working with the architecture and engineering teams. This will allow meaningful work to begin for the purposes of achieving the fall 2020 UAB football season goal. If principle agreement on the funding structure involving the key stakeholders cannot be achieved by year end (or early January 2018 at the latest), that target will slip to no earlier than UAB's 2021 spring game and the 2021 World Games.

Economic Impact

The construction and use of the stadium and the modernization of Legacy Arena will create numerous short- and long-term economic benefits for the City of Birmingham, the BJCC and the broader community.

Construction

During construction, there will be two types of economic impact: the first will be a transitory construction impact, and the second will be a recurring impact due to the increase in annual business operations resulting from the BJCC's expanded capabilities. Please note that the data presented below is focused only on economic impact variables such as additional output, payroll and jobs.



The first aspect of the economic impact relates to the salaries and wages paid directly to construction workers. These workers will spend their realized income and will, in turn, create taxes and additional income as the multiplier process continues to complete its cycle.

The second aspect of the economic impact relates to the spending associated with non-payroll purchases. This expenditure creates direct demand and additional sales revenues for local companies. These additional revenues will trickle throughout the economy in the form of earnings for the firms and the workers who provide the material and services. Those additional earnings will become purchasing power spent on the purchase of goods and services locally, creating tax revenues and additional income as the multiplier process works through its cycle.

Total Economic Construction Impact

Stadium & Arena	Output	Payroll	Employment Added
	\$327,754,344	\$131,098,138	3,706

The economic impact of construction will be spread over a period of two-to-three years.

Operation

The direct output, employment and payroll estimates for the improved and expanded BJCC capacity were used to estimate the total (direct, indirect and induced) impact of the project. The direct impact figures were entered in the same model that was utilized to estimate the economic and fiscal impact of recent mega-industrial projects in the Alabama.

Direct and Economic Impact of BJCC Expansion

Stadium & Arena	Output	Payroll	Employment Added
Direct Impact	\$22,500,000*	\$1,575,000	32
Recurring Total Impact	\$42,421,500	\$4,506,000	147

*Leakage of 50 percent was applied to direct output impact.

The economic impact of the BJCC expansion is estimated to be \$42 million in additional output, \$4.5 million increase in payroll and an increase of 147 in FTE employment.

Source: M. Keivan Deravi, Ph.D.
Dean & Professor of Economics, Auburn University at Montgomery

Exhibit B

Copy of Funding Agreement

FUNDING AGREEMENT

THIS FUNDING AGREEMENT dated July 17, 2018 (the “Funding Agreement” or “this Agreement”) is entered into by the **CITY OF BIRMINGHAM** (the “City”) and **BIRMINGHAM-JEFFERSON CIVIC CENTER AUTHORITY** (the “Authority”).

RECITALS

A. The Authority operates and manages a civic center convention complex located in and for the benefit of the City and Jefferson County, Alabama (the “County”). The Authority is planning a major expansion of its facilities through the following projects (collectively, the “Projects”): (i) renovation of Legacy Arena and the Authority’s existing convention and meeting space, and (ii) construction of an open-air stadium (the “Stadium”) that will provide an additional venue for convention, sports and entertainment events, including football games of the University of Alabama at Birmingham (“UAB”). The Projects are described in more detail in the Project Cooperation Agreement described below. Completion of the Projects will enable the Authority to compete more successfully with similar facilities in other cities as the site for trade shows, conventions, entertainment and sporting events.

B. The City believes the Projects will encourage and promote tourism and convention business and will generate substantial economic benefit for the City through the creation of jobs and the expansion of the City’s tax base. The City has agreed to support the Projects and to provide a share of the funding for the financing of the Projects, subject to the terms of this Agreement.

C. The Projects have a total estimated cost of approximately \$300 million. The Authority will finance the Projects through the issuance of its revenue bonds or notes in one or more series (collectively, the “Bonds”). The Bonds are described in *Exhibit A*. Pursuant to this Funding Agreement the City has agreed to make the City Contributions (defined herein) to the Authority to provide funds for the payment of one of such series of bonds (the “City-Supported Bonds”), which are designated as the City-Supported Bonds in *Exhibit A*. The City-Supported Bonds will provide a portion of the funding for the Projects. The City’s obligation under this Funding Agreement to make the City Contributions will be a general obligation of the City, secured by the full faith and credit of the City.

D. The Authority and the City have the power to undertake the obligations described in this Agreement under the provisions of Alabama law, including without limitation (i) Amendment 280 to the Constitution of the State of Alabama (Section 3, Local Amendments, Jefferson County, in the Official Recompilation of the Constitution of Alabama of 1901) (“Amendment 280”), (ii) Act No.547 of the 1965 Regular Session of the Alabama Legislature, as amended (codified as Section 45-37-90 et seq. of the Code of Alabama 1975) (“Act 547”), and (iii) Amendment 772 to the Constitution of the State of Alabama (Section 94.01 of the Official Recompilation of the Constitution of Alabama of 1901) (“Amendment 772”).

E. The Authority and the City will enter into a project cooperation agreement (the “Project Cooperation Agreement”), to be executed and delivered at the same time this Agreement is executed and delivered. The Project Cooperation Agreement will set forth agreements of the parties with respect to the development and construction of the Projects and related matters.

NOW, THEREFORE, in consideration of the respective representations and agreements herein contained, the parties hereto agree as follows:

Section 1. Findings and Determinations by City.

The City hereby finds and determines that:

(a) This Agreement is authorized by Alabama law, including without limitation (i) Amendment 280, (ii) Act 547, and (iii) Amendment 772.

(b) The City Contributions to be made pursuant to this Funding Agreement will benefit the people of the City to an extent that fully warrants and justifies such appropriations.

(c) The City is making public funds available to the Authority for the purpose of promoting the economic development of the City. The City has determined that the execution and delivery of this Funding Agreement and the consummation of the transactions described herein will promote economic development in the City as follows:

(i) The construction and operation of the Projects are in the economic interest of the City. The Authority provides employment to citizens of the City, and the Projects will provide an opportunity to employ additional citizens on both a temporary and permanent basis.

(ii) The Projects will provide an opportunity for the Authority to attract larger and additional cultural, sports and convention activities to the City. These activities will bring more people to the restaurants, hotels and retail establishments in the City, all of which will expand the City's tax base.

(iii) The availability of quality cultural events and sporting events in the City through the continued operation of the Projects will aid in the economic development of the City by providing an incentive for businesses to locate, expand or remain in the City.

(d) The City-Supported Bonds shall be issued by the Authority and shall be limited obligations of the Authority payable solely out of the City Contributions. Under the provisions of Amendment 280 and Amendment 772, neither the City-Supported Bonds nor the payment obligation of the City under this Agreement shall constitute a debt of the City for purposes of the debt limitation provisions of Section 225 of the Constitution of the State of Alabama.

Section 2. Effective Date; Issuance of Bonds; Authority Covenants.

(a) This Agreement may be executed and delivered prior to the date of issuance of the City-Supported Bonds; however, this Agreement will not become effective until (i) the City-Supported Bonds are issued, (ii) the Authority has issued, or has entered into binding contractual commitments for the issuance of, all other series of Bonds described in *Exhibit A*, (iii) the County has entered into a funding agreement supporting payment of the County-Supported Bonds identified in *Exhibit A*, and (iv) UAB has entered into a 20-year lease of the Stadium at fair market value.

(b) This Agreement will expire and terminate if the City-Supported Bonds have not been issued by December 31, 2018.

(c) The City-Supported Bonds will have a term of 30 years. The Authority shall not issue additional bonds payable from or secured by the City Contributions without the prior written consent of the City. The Authority will not refund the City-Supported Bonds without the prior written consent of the City. Any refunding of the Bonds shall not in any event increase the amount of the City Contributions or extend the obligation of the City past the original maturity date of the City-Supported Bonds without the prior written consent of the City.

(d) The City shall have the right to review the documents related to subsection (a) above prior to the closing on the bond obligations.

Section 3. City Contributions.

(a) During the term of this Funding Agreement the City shall make payments to the Authority in the amount of \$3,000,000 per year for a period of 30 years (the "City Contributions"), such payments to be made in 60 equal semi-annual installments of \$1,500,000 each due on April 20 and October 20 of each year, with the first installment due on the 20th day of October, 2018. The City's obligation to make the City Contributions is a general obligation of the City, secured by the full faith and credit of the City.

(b) The City will appropriate funds each year for the City Contributions in accordance with the requirements of §6.05 of the Mayor Council Act (Section 45-37A-52.164 of the Code of Alabama 1975). To satisfy its obligation under this Funding Agreement, it is the intention of the City to appropriate and pay over to the Authority proceeds of the City's occupational tax (the "Occupational Tax") in the amount of \$3,000,000 per year; however, the City's intention to appropriate funds from the Occupational Tax for the City Contributions does not constitute a special pledge of the Occupational Tax revenues.

(c) The term of this Funding Agreement shall end on July 1, 2048 (the final maturity of the City-Supported Bonds); provided, however, that this Funding Agreement shall automatically terminate prior to the stated termination date if the City-Supported Bonds have been paid in full. The term of this Funding Agreement may not be extended without the prior written consent of the City.

(d) The City acknowledges that the Authority will pledge and assign the City Contributions as security for the payment of the City-Supported Bonds and hereby consents to such pledge and assignment. When the City-Supported Bonds are issued, the Authority shall deliver written notification of the assignment, including payment instructions for the trustee for holders of the City-Supported Bonds. The City Contributions shall be paid directly to such trustee.

(e) The obligation of the City to make the City Contributions and to perform and observe the other agreements on its part contained herein shall be absolute and unconditional, irrespective of any rights of set-off, recoupment or counter-claim the City might otherwise have against the Authority. The City shall not suspend or discontinue the payment of any City Contributions or fail to perform and observe any of its other agreements and covenants contained in this Funding Agreement or terminate this Funding Agreement for any cause whatsoever while the City-Supported Bonds are outstanding. If the Authority defaults under the Project Cooperation Agreement, the City may pursue any remedies at law or in equity to compel performance by the Authority, including without limitation an action for specific performance by the Authority or an action for actual damages resulting from the default; provided, however, that

no such default shall result in a termination of this Agreement or a reduction or delay in the City Contributions.

(f) The Authority agrees that the proceeds of the City-Supported Bonds shall be used exclusively for the Projects.

Section 4. Existing Agreements between the City and the Authority.

The City has heretofore provided financial assistance to the Authority, or made commitments for such assistance, including those evidenced by the following agreements between the City and the Authority (the "Existing Agreements"):

(a) Pledge and Appropriation Agreement dated as of January 15, 1989 (the "1989 Agreement"), pursuant to which the City pledged \$3,000,000 annually from the City's occupational tax revenues to the Authority to be used for debt service on certain bonds issued by the Authority;

(b) Funding Agreement dated as of July 1, 2002 (the "2002 Agreement"), pursuant to which the City pledged two-thirds of the City's lodging tax to the Authority for support of the operations of the Authority; and

(c) Funding Agreement dated as of February 1, 2011, pursuant to which the City extended its financial commitments under the 1989 Agreement and the 2002 Agreement to pay debt service on certain bonds issued by The Commercial Development Authority of the City of Birmingham to finance a hotel and entertainment district at the civic center complex.

The City and the Authority acknowledge and agree that the City's obligation to make the City Contributions pursuant to this Funding Agreement is separate from and in addition to the City's financial obligations under the Existing Agreements. This Funding Agreement does not supersede or replace any other prior agreement between the City and the Authority, including without limitation any of the Existing Agreements. The Existing Agreements are ratified and confirmed and shall remain in full force and effect.

Section 5. Third Party Beneficiary Agreement

This Funding Agreement shall be considered a third-party beneficiary contract, and the trustee under the indenture pursuant to which the City-Supported Bonds will be issued and the holders of the City-Supported Bonds shall be deemed to be third party beneficiaries of the covenants and agreements on the part of the City and the Authority contained herein as fully and completely as if said holders were parties hereto. The City acknowledges and agrees (i) that its said covenants and agreements are binding, (ii) that its performance of said covenants and agreements may be enforced through legal or equitable actions in a court of competent jurisdiction, (iii) that the officers of the City can be compelled by mandamus to perform the acts required by this Funding Agreement, and (iv) that the obligation of the City to appropriate and pay the City Contributions to the Authority and to perform and observe the other agreements and covenants on its part herein contained shall be an absolute and unconditional general obligation of the City for payment of which the City hereby irrevocably pledges its full faith and credit, irrespective of any rights of set-off, recoupment or counterclaim it might otherwise have against the Authority.

Section 6. Termination

If the City-Supported Bonds have not been issued by December 31, 2018, this Funding Agreement shall terminate on January 1, 2019. If the City-Supported Bonds have been issued by December 31, 2018, this Funding Agreement shall terminate upon the final payment and retirement of the City-Supported Bonds.

Section 7. Authority to Comply with Covenants of Project Cooperation Agreement

The Authority covenants and agrees to comply with the terms of the Project Cooperation Agreement dated on the date of this Funding Agreement and executed simultaneously with this Funding Agreement, including without limitation Sections 17, 19, 20, 21, 22, 23 and 24 of the Project Cooperation Agreement. If the Authority defaults under the Project Cooperation Agreement, the City may pursue any remedies at law or in equity to compel performance by the Authority, including without limitation an action for specific performance by the Authority or an action for actual damages resulting from the default; provided, however, that no such default shall result in a termination of this Agreement or a reduction or delay in the City Contributions.

Section 8. Miscellaneous.

(a) No modification, amendment or alteration of this Funding Agreement and no consent by the City pursuant to Section 2(c) or Section 3(c) shall be effective unless in writing that is approved by the City Council and signed on behalf of the City and the Authority by their duly authorized officers; *provided, however*, that no modification, amendment or alteration of this Agreement may be made that would (i) reduce or eliminate the amount of the City Contributions, (ii) change the timing or due date of the City Contributions, (iii) terminate or alter the assignment of this Agreement to the trustee for holders of the City-Supported Bonds, or (v) in any way adversely affect the interest of the holders of the City-Supported Bonds, unless (A) the City and the Authority obtain the prior written consent of the holders of the City-Supported Bonds and (B) each rating agency that maintains a rating on the City-Supported Bonds confirms in writing that such modification, amendment or alteration will not cause or result in a reduction or withdrawal of such rating.

(b) The provisions of this Funding Agreement shall be severable. In the event any provision hereof shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any of the remaining provisions hereof.

(c) To the extent permitted by law, the Authority agrees to indemnify the City for any costs or expenses incurred by the City as a result of claims against the City arising out of the performance by the City of its obligations under this Funding Agreement, including costs of defense counsel approved by the Authority from a list provided by the City. The Authority's obligation to indemnify shall survive the termination of this Funding Agreement.

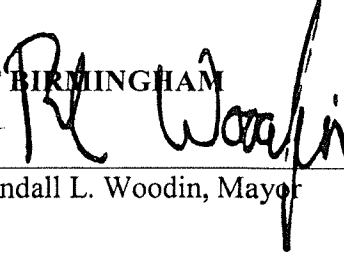
[signatures appear on following page]

IN WITNESS WHEREOF, the City and the Authority have caused this instrument to be duly executed as of the date set forth above.

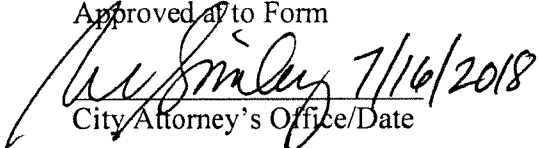
ATTEST:

By: 
Lee Frazier, City Clerk

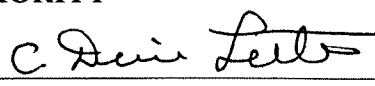
CITY OF BIRMINGHAM

By: 
Randall L. Woodin, Mayor

Approved as to Form


City Attorney's Office/Date

**BIRMINGHAM-JEFFERSON CIVIC CENTER
AUTHORITY**

By: 

Title: CHAIRMAN

EXHIBIT A

Description of Bonds for the Funding of the Projects

Series	BJCC Senior Lien Bonds (Series 2018A)	BJCC Subordinate Lien Bonds (Series 2018B)	City-Supported Bonds (Series 2018D)	County-Supported Bonds (Series 2018E)	Private Contribution Bond (Series 2018F)
Principal Amount	\$123.87 million	\$70.51 million ⁽¹⁾	\$48.805 million	\$17.81 million	\$31.0 million
Source of Payment	<ul style="list-style-type: none"> Revenues generated by the Pledged Taxes under the BJCC senior lien Indenture, including the Special Beverage Tax, Special Lodging Tax, Sales and Use Tax, Tobacco Tax, Lodging Tax, PILOTs and Car Rental Tax. 	<ul style="list-style-type: none"> Excess revenues generated by the Pledged Taxes under the BJCC senior lien Indenture remaining after the payment of the BJCC Senior Lien Bonds. 	<ul style="list-style-type: none"> City Funding Agreement providing for contributions to the BJCC in the amount of \$3 million per year for a term of 30 years. 	<ul style="list-style-type: none"> County Funding Agreement providing for contributions to the BJCC in the amount of \$1 million per year for a term of 30 years. 	<ul style="list-style-type: none"> A direct loan from Regions Bank or an affiliate of Regions Bank, payable out of (a) a UAB stadium lease for 20 years and (b) various sponsor support agreements, including naming rights agreements, pledge agreements, and suite lease agreements.

Note (1): The Authority will also issue Taxable Subordinate Lien Bonds (Series 2018C) to refund its outstanding Series 1992 Bonds.