

**ORDINANCE #67117
Board Bill No. 61**

An Ordinance recommended and approved by the Board of Estimate and Apportionment authorizing and directing the Director of Airports and the Comptroller of the City of St. Louis (the "City") to enter into and execute on behalf of the City the Airline Service Building Lease Agreement AL-461 with a term ending June 30, 2011 (the "Agreement") at Lambert-St. Louis International Airport® (the "Airport") between the City and Delta Air Lines, Inc. (the "Lessee"), granting to the Lessee, subject to the terms, covenants, and conditions of the Agreement, certain rights and privileges in connection with the occupancy and use of the Premises, which is defined and more fully described in Article II of the Agreement that was approved by the City's Airport Commission and the City's Board of Estimate and Apportionment, and is attached hereto as **ATTACHMENT "1"** and is incorporated herein; containing a severability clause; and an emergency clause.

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

SECTION ONE. The Director of Airports and the Comptroller of the City of St. Louis (the "City") are hereby authorized and directed to enter into and execute on behalf of the City the Airline Service Building Lease Agreement AL-461 with a term ending June 30, 2011 (the "Agreement") at Lambert-St. Louis International Airport® (the "Airport") between the City and Delta Air Lines, Inc. (the "Lessee"), granting to the Lessee, subject to the terms, covenants, and conditions of the Agreement, certain rights and privileges in connection with the occupancy and use of the Premises, which is defined and more fully described in Article II of the Agreement that was approved by the City's Airport Commission and the City's Board of Estimate and Apportionment, and is to read in words and figures substantially as set out in **ATTACHMENT "1"**, which is attached hereto and made a part hereof.

SECTION TWO. The sections, conditions, and provisions of this Ordinance or portions thereof shall be severable. If any section, condition, or provision of this Ordinance or portion thereof contained herein is held invalid by the court of competent jurisdiction, such holding shall not invalidate the remaining sections, conditions, or provisions of this Ordinance.

SECTION THREE. This being an Ordinance for the preservation of public peace, health, or safety, it is hereby declared to be an emergency measure as defined in Article IV, Section 20 of the City Charter and shall become effective immediately upon its approval by the Mayor of the City.

ATTACHMENT "1"

LAMBERT-ST. LOUIS INTERNATIONAL AIRPORT®



DELTA AIR LINES, INC.

AIRLINE SERVICE BUILDING LEASE AGREEMENT

NO. AL-461

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EXHIBIT "A"

AIRPORT NUMBER AL-461

LAMBERT-ST. LOUIS INTERNATIONAL AIRPORT
AIRLINE SERVICE BUILDING LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into as of the _____ day of _____, 2006, by and between The City of St. Louis, a municipal corporation of the State of Missouri, as Lessor, and Delta Air Lines, Inc., a corporation organized and existing under the laws of the State of Delaware.

RECITALS

The City owns and operates the Lambert-St. Louis International Airport®, located in the County of St. Louis, State of Missouri.

Lessee desires to lease space within the Airline Service Building.

The City is willing to lease space within such building to Lessee.

The parties, therefore, agree as follows:

ARTICLE I
MEANINGS AND CONSTRUCTION

Section 101. Meanings and Construction. Except as otherwise clearly indicated by the context, the words and phrases defined in this Section shall have the following meanings when used elsewhere in this Agreement.

“Agreement” means this Lease Agreement.

“Aircraft Operations Area” or “AOA” means those areas of the Airport used for the landing, taking-off, movement, and parking of aircraft, as the same now exist or as the same hereafter may be added to, modified, changed, or developed.

“Airport” means the Lambert-St. Louis International Airport, together with any additions, improvements, or enlargements made from time to time.

“Airport Director” means the Airport Director of the City or the person performing the functions of that office, as authorized by the City’s Mayor, or that person authorized by the Airport Director to act for or on behalf of the Airport Director with respect to any particular matter under this Agreement.

“Airline Service Building” means that certain service building at the Airport, and all improvements thereto, located on the south side of Shops Drive, and immediately west of the West Power Plant facility.

“City” or “Lessor” means The City of St. Louis, Missouri.

“Environmental Laws” means all applicable federal, state, and local statutes, ordinances, regulations, rules, laws, permits, permit conditions, and orders relating to the generation, use, storage, transportation, or disposal of Hazardous Materials, including, without limitation, the Clean Air Act, 42 U.S.C. §7401 *et seq.*; the Clean Water Act, 33 U.S.C. §1251 *et seq.*, and the Water Quality Act of 1987; the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. §136 *et seq.*; the Marine Protection, Research, and Sanctuaries Act, 33 U.S.C. §1401 *et seq.*; the Noise Control Act, 42 U.S.C. §4901 *et seq.*; the Occupational Safety and Health Act, 29 U.S.C. §651 *et seq.*; the Resource Conservation and Recovery Act, 42 U.S.C. §6901 *et seq.*, as amended by the Hazardous and Solid Waste, Amendments of 1984; the Safe Drinking Water Act, 42 U.S.C. §300f *et seq.*; the Comprehensive Environmental Response, Compensation and Liability Act (“CERCLA”), 42 U.S.C §9601 *et seq.*, as amended by the Superfund Amendments and Reauthorization Act, the Emergency Planning and Community Right to Know Act, and the Radon Gas and Indoor Air Quality Research Act; the Hazardous Material Transportation Act, 49 U.S.C. §9601 *et seq.*; the Toxic Substance Control Act, 15 U.S.C. §2601 *et seq.*; the Atomic Energy Act, 42 U.S.C. §2011 *et seq.*; and the Nuclear Waste Policy Act of 1982, U.S.C. §1010 *et seq.*

“Environmental Permits” means any and all permits, licenses, approvals, authorizations, consents, or registrations required by Environmental Laws, whether federal, state or local, which pertain to the production, use, treatment, generation, transportation,

processing, handling, disposal, or storage of Hazardous Materials.

“Event of Default” means an Event of Default as defined in Section 901.

“Federal Aviation Administration” or “FAA” means the Federal Aviation Administration created under the Federal Aviation Act of 1958, as amended, or any successor agency thereto.

“Hazardous Materials” means friable asbestos or asbestos-containing materials, polychlorinated biphenyls (PCBs), petroleum, or crude oil or any fraction thereof, natural gas, source material, special nuclear material, and byproduct materials regulated under Environmental Laws, pesticides regulated under Environmental Laws, and any hazardous waste, toxic, or dangerous substance or related material, including any material defined or treated as a hazardous substance, hazardous waste, toxic substance, or contaminant (or comparable term) under any of the Environmental Laws.

“Lessee” means Delta Air Lines, Inc. as designated in the signature page hereof.

“Notice” means a communication between the parties to this Agreement performed in accordance with the requirements of Subsection 1113(B).

“Premises” means the area or areas described in Section 201, and shown on Exhibit “A,” that has or have been designated by the City for the exclusive occupancy and use by Lessee for the uses herein specifically provided.

“Remediation Costs” means any reasonable losses, expenses, or costs incurred by the City in connection with environmental remediation: (i) required by the appropriate governmental agency responsible for enforcing Environmental Laws or Environmental Permits, and (ii) attributable to Hazardous Materials left on City property in violation of Environmental Laws or Environmental Permits, and caused by, or arising out of, Lessee’s operations at the Airport or Lessee’s use or lease of the City’s property. Remediation Costs include investigation and evaluation costs, costs to implement institutional controls or restrictive covenants, sampling and analysis costs, reporting costs, planning and design costs, consultant and contractor costs, labor costs, equipment costs, construction costs, access costs, disposal costs, transportation costs, reasonable administrative costs, reasonable attorneys’ fees and other legal fees and litigation expenses, permit fees and costs, monitoring costs, oversight and inspection costs, claims, demands, causes of action, suits, judgments, damages, compensation, debts, costs, expenses, losses, penalties, fines, stipulated penalties, punitive damages, and other similar liabilities arising out of Lessee’s violation of Environmental Laws or Environmental Permits.

“Rents” means for any Fiscal Year, the rents payable by Lessee pursuant to Article V.

“Rules and Regulations” means those lawful, reasonable, and not unjustly discriminatory rules and regulations, including ordinances and operating directives, promulgated by the Airport Director, the Airport Commission, or the City from time to time for the orderly operation of the Airport.

“Transportation Security Administration” or “TSA” means the Transportation Security Administration created under the Aviation and Transportation Security Act of 2001, as amended, or any successor agency thereto.

Section 102. Interpretation. References in the text of this Agreement to articles, sections, paragraphs, or exhibits pertain to articles, sections, paragraphs, or exhibits of this Agreement, unless otherwise specified.

The terms “hereby,” “herein,” “hereof,” “hereto,” “hereunder,” and any similar terms used in this Agreement refer to this Agreement.

Words importing persons shall include firms, associations, partnerships, trusts, corporations, and other legal entities, including public bodies, as well as natural persons.

Any headings preceding the text of the articles and sections of this Agreement, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction, or effect.

Words importing the singular shall include the plural and vice versa. Words of any gender shall be deemed to include correlative words of the other gender.

The term “including” shall be construed to mean “including without limitation,” unless otherwise expressly indicated.

All references to number of days shall mean calendar days.

Words used in the present tense include the future.

ARTICLE II PREMISES

Section 201. Premises. The City hereby leases Lessee, and Lessee takes from the City, the Premises located in the Airline Service Building, 92 Sub Station Road, St. Louis, MO, 63145, consisting of 3,501 square feet as shown on Exhibit “A”, attached hereto and made a part hereof.

The Premises are leased to Lessee subject to the reservations set forth in Section 202 hereof.

Lessee accepts and receives the Premises "AS IS", with no warranties or representations of any kind, expressed or implied, either oral or written, made by the City or any of its agents or representatives with respect to the physical, environmental or structural conditions of the Premises or any portion thereof or otherwise including but not limited to, soil conditions of the land and structural conditions of the buildings or facilities or the presence or absence of any Hazardous Materials, or of any underground or above ground storage tanks or repositories and related equipment, water, sewage or utilities serving the Premises or any other matter or thing affecting or relating to the Premises, except as expressly set forth in this Agreement. The City without limitation expressly disclaims any expressed or implied warranty with respect to the condition of the Premises, its compliance with any zoning or other laws, statutes, rules, ordinances or regulations applicable to the Premises including but not limited to the Americans with Disabilities Act, the uses permitted on the Premises, or any other matter or thing relating to the Premises or any portion thereof.

Section 202. Reservations. The grant of lease hereunder is subject to the following reservations and conditions:

- A. The City reserves the right (but shall not be obligated pursuant to this Agreement) to develop, maintain, and keep in repair the Airport, including the Aircraft Operating Area and all publicly-owned facilities.
- B. Lessee shall not exercise the rights granted by this Agreement to Lessee in such a way as to interfere with or adversely affect the use, operation, maintenance, expansion or development of the Airport, or with the operations of other tenants or users of the Airport.
- C. The City reserves the right to, from time to time, temporarily or permanently close or restrict specific roadways, taxiways, taxi lanes, runways, apron areas, doorways, and any other area at the Airport. The City also reserves the right at any time or times to relocate, reconstruct, change, alter, or modify any such means of access provided for pursuant to this Agreement or otherwise, either temporarily or permanently; provided that a reasonably convenient and adequate means of access, ingress, and egress shall exist or be provided in lieu thereof. The City shall reasonably notify Lessee of any such action affecting Lessee.
- D. The City reserves for the use and benefit of the public, a free and unrestricted right of flight for the passage of aircraft in the airspace above the surface of the Premises, together with the right to cause or allow in said airspace such noise, vibration, fumes, dust, fuel particles, illuminations, interference with television, radio or any other type of transmission and other effects as may be caused in the operation of aircraft, now known or hereafter used for navigation of or flight in the air, using said airspace or landing at, taking off from, or operating on or about the Airport.
- E. The City reserves the right to grant utility and maintenance rights-of-way to itself and others over, under, through, across or on the Premises provided that such use will not substantially or materially interfere with Lessee's use of the Premises, and provided further that such reservation or grant of rights shall not directly result in additional cost or expense to Lessee.

Section 203. Access. Subject to all of the terms, covenants, warranties and conditions of this Agreement, Lessee has the right of free access, ingress to and egress from the Premises, for Lessee's employees, contractors, subcontractors, agents, and invitees.

Section 204. Security. Lessee hereby acknowledges that Transportation Security Administration regulations require the City to adopt and put into use facilities and procedures designed to prevent and deter persons and vehicles from unauthorized access to the Aircraft Operating Area. Lessee understands that the City has met said requirements by developing an Airport Security Program ("ASP") for the Airport, and Lessee warrants, covenants and agrees to be fully bound by, and immediately responsive to, the requirements of the ASP, as it may be amended from time to time. Lessee further warrants, covenants and agrees, throughout the term of this Agreement, at its own cost, to prepare facilities and procedures, satisfactory to the City, designed to prevent and deter persons and vehicles from unauthorized access to the AOA from and through any Premises controlled or used by Lessee in accordance with the provisions of the applicable Transportation Security Administration regulations and the ASP.

Lessee's security procedures and facilities on the Premises shall meet the requirements of the applicable Transportation Security Administration regulations and the ASP, including the following:

- A. fencing and locked gates;
- B. Airport-approved badging, badge display, escort and challenge procedures applicable to persons authorized to enter the AOA;
- C. an electronic entry control system or a manned guard system where gates or doorways cannot reasonably be controlled by locks; and
- D. other facilities and procedures as may be required to establish positive control for preventing the entrance of unauthorized persons and vehicles onto the AOA.

Section 205. Premises Adjustments. If Premises are increased, reduced or changed by mutual written consent of the City and Lessee, revised exhibits may be substituted for those herein without the necessity to amend this Agreement, which substitution may be made by Notice to Lessee from the City.

ARTICLE III
AGREEMENT TERM

Section 301. Term. The term of this Agreement shall commence on April 1, 2006 and shall end on June 30, 2011, unless sooner terminated in accordance with other provisions of this Agreement.

ARTICLE IV
USE OF PREMISES

Section 401. Use. The City hereby grants to Lessee, subject to all the terms, covenants, warranties and conditions of this Agreement, the exclusive use of the Premises for the maintenance, servicing, and repair of airline ground service equipment, and for no other purpose, unless expressly authorized by the City.

Section 402. Repairs and Maintenance.

- A. The City shall maintain and keep in good repair the structures associated with the Airline Service Building, as well as all associated common areas, including roadways, sidewalks, common utility lines and systems, and exterior lighting. The City shall clean and provide for snow and ice removal from the common roadways and sidewalks.
- B. Lessee shall, throughout the term of this Agreement, at its own cost and without any expense to the City, maintain and keep in good repair the interior and exterior, non-structural portions of the Premises, including all tenant improvements, utility systems (up to the common distribution points for each utility system), all doors and windows, locks and keys, floor coverings, ceilings, and any other structures erected within the Premises. Lessee shall, at its sole cost and expense, take such measures as may be necessary to keep the Premises secure; the City shall have no obligation or responsibility to keep the Premises secure.
- C. Lessee warrants, covenants and agrees, without cost or expense to the City during the term hereof, to perform the following:
1. Housekeeping of Premises. Perform all custodial services, remove from the Premises all trash and refuse, and dispose of it in a manner approved by the City.
 2. Maintenance Standards. Maintenance and repairs shall be in quality and class equal to or better than the original work to preserve the Premises in good order and condition, based on a standard of care reflecting prudent property management. Lessee shall repair all damage to the Premises caused by Lessee or its employees, contractors, subcontractors, agents, and invitees; this requirement includes immediate replacement of broken windows, doors and locks with like materials.
 3. Drainage Facilities. Comply with the Airport's Storm water Detention Design Criteria and Guidelines dated December 1986, as revised from time to time, as well as any and all applicable federal, state, and municipal regulations. Lessee shall establish a system of periodic inspection, cleaning and maintenance to keep watercourses, catch basins and other drainage structures on the Premises functioning at full design capacity. Inspection, cleaning and maintenance intervals shall be established by the Airport Director with reports to be submitted within 30 days of completion of each inspection, cleaning and maintenance. Lessee shall pile removed snow in locations that will permit the water generated by the melting of such snow piles to flow into the drainage system.
 4. Obstruction Lights. Provide and maintain obstruction lights and all similar equipment or devices now or at any time required by any applicable law, rule, regulation or ordinance, or any municipal, state or federal regulation.

Section 403. Utilities. Lessee shall provide for and pay for all utilities used on the Premises.

Section 404. Interference to Air Navigation. Lessee warrants, represents and agrees that no obstruction to air navigation, as such are defined from time to time by application of the criteria of FAR Part 77 or subsequent and additional regulations of the Federal Aviation Administration ("FAA"), will be constructed or permitted to remain on the Premises. Lessee warrants, represents and agrees that, upon notification by the City, it will immediately remove any obstructions at its expense. Lessee warrants, represents and agrees not to increase the height of any structure or objects or permit the growth of plantings of any kind or nature whatsoever that may interfere with the line of sight of the control tower and its operations. Lessee further warrants, represents and agrees not to install any structures, objects, machinery or equipment that would interfere with the operation of navigation aides or that would interfere with the safe and efficient operations of the Airport.

Section 405. Observance and Compliance with Laws.

- A. Lessee, its officers, directors, employees, agents, and its contractors and suppliers, while such contractors and suppliers are providing services to Lessee, shall comply with:
1. all applicable federal, state and local laws and ordinances, including directives of the FAA applicable to the Lessee's operation at the Airport;
 2. the Rules and Regulations governing the Airport; and

3. the provisions of the Airport certification manual, as it may be amended from time to time.

Lessee shall make reasonable efforts to cause its guests and invitees to comply as well.

B. Notwithstanding anything to the contrary, references herein to a statute or law shall be deemed to be a reference to (i) such statute or law as it may be amended from time to time, (ii) all ordinances, regulations, rules, executive orders, policies and instructions pertaining to or lawfully promulgated pursuant to such statute or law as they now exist or may be amended from time to time, and (iii) all future statutes, laws, ordinances, regulations, rules, executive orders, policies, and instructions pertaining to the same or similar subject matter as they now exist or may be amended from time to time.

Section 406. Compliance with Environmental Laws. Lessee warrants and covenants that in conducting any activities or business at the Airport, including any activities directly related or incidental to its use and occupancy of the Premises, Lessee shall comply with any and all applicable Environmental Laws. Lessee further covenants and warrants as follows:

A. Environmental Permits.

1. Lessee shall obtain and maintain any and all Environmental Permits required by applicable Environmental Laws to conduct the activities in which Lessee engages on the Premises.
2. Lessee shall comply with any requirement imposed by an Environmental Permit obtained by the City that is applicable to Lessee or Lessee's activities on the Premises; provided, however that the City shall adequately notify Lessee of such Environmental Permit and associated requirements, including all applicable deadlines for compliance.
3. The City and Lessee shall cooperate to ensure compliance with the terms and conditions of any Environmental Permit to insure safety and to minimize cost of compliance.

B. Duty to Notify City. In the event of any release or threatened release of Hazardous Materials caused by Lessee, its employees, agents, contractors, suppliers, guests, or invitees, and which is required by applicable Environmental Laws or Rules and Regulations to be reported by Lessee, whether as a result of negligent conduct or otherwise, on, or under the Premises, or in the event any written claim, demand, complaint or action is made or taken against Lessee that pertains to Lessee's failure or alleged failure to comply with any Environmental Laws or Environmental Permits on or under the Premises, Lessee shall notify the City as soon as reasonably practical of all known facts pertinent to such release, threatened release, claim, demand, complaint, action, or notice, and shall provide the City with copies of any and all such claims, demands, complaints, notices, or actions so made. If Lessee is required, by any Environmental Laws, Environmental Permits, or governmental agency, to file any written notice or report of a release or threatened release of Hazardous Materials on or under the Premises, Lessee shall simultaneously provide a copy of such notice or report to the City.

C. Environmental Remediation. Lessee shall undertake all necessary steps required under applicable Environmental Laws and Environmental Permits to remedy and remove at its cost any Hazardous Material, or environmental condition or damage to the extent caused by, or resulting from, the activities, conduct or presence of Lessee or its agents, employees, contractors, or suppliers on or under the Premises, whether resulting from negligent conduct or otherwise ("Remediation Work"). Such Remediation Work shall be performed at Lessee's expense. Except in the event of an emergency, such Remediation Work shall be performed after Lessee submits to the City a written plan for completing such Remediation Work and receives the prior approval of the City through Notice; provided, however, that the City's approval shall not be unreasonably withheld or delayed. The City expressly reserves the right to review and approve any proposed: remedial investigations, remedial work plans, interim and final remedies, institutional controls or other associated documents prior to submittal to the relevant governmental agencies responsible for enforcing Environmental Laws or Environmental Permits. Specific cleanup levels for any Remediation Work by Lessee shall be designed to meet and satisfy the requirements of all applicable Environmental Laws and Environmental Permits, as determined by the governmental agency responsible for enforcing Environmental Laws or Environmental Permits. Neither an ongoing remediation, including any testing or monitoring, nor the use of institutional controls, shall either unreasonably or materially impair or interfere with the City's use and enjoyment of its property its Premises, or that of current and future tenants. The City shall have the right to conduct a reasonable review and inspect all such Remediation Work at any time using consultants and representatives of its choice.

D. Access for Environmental Inspection. Upon reasonable notification to Lessee, the City shall have reasonable access to the Premises to inspect the same in order to confirm that Lessee is using the Premises in accordance with all applicable Environmental Laws and Environmental Permits. Lessee shall cooperate fully with any such inspections provided that such inspections shall not unreasonably interfere with Lessee's operations. If the City's inspection results in any type of written report, the City shall provide Lessee a reasonable opportunity to timely review and comment on a draft of the report. Lessee shall provide to City for its review and comment copies of: any and all notices of alleged non-compliance issued by governmental agencies responsible for enforcing Environmental Laws or Environmental Permits; draft official submittals (proposed final drafts) prepared by, or on behalf of, Lessee responding to such alleged non-compliance; and any and all consent orders or administrative determinations, whether preliminary or final, issued by such governmental agencies. The City agrees to maintain the confidentiality of the documents produced in accordance with this Subsection to the extent consistent with the City's legal obligations.

- E. Corrective Action by City. If Lessee fails to comply with any applicable Environmental Laws or Environmental Permits governing its activities on the Premises, or if Lessee fails to conduct necessary Remediation Work in a timely manner as required under this Section, the City, as required by applicable Environmental Laws and Environmental Permits, in addition to the rights and remedies described elsewhere herein and any other rights and remedies otherwise available to the City, may enter the Premises and take all reasonable and necessary actions to conduct Remediation Work to remove Hazardous Materials or other contaminants and insure such compliance with such Environmental Laws and Environmental Permits. All Remediation Costs incurred by the City shall be paid or reimbursed by Lessee. Remediation Work, if necessary, shall be performed in accordance with the provisions of Subsection 406(C), but only after first having provided Notice to Lessee of such failure to comply, and 30 days within which Lessee may demonstrate why no such alleged failure is present, or to timely remedy such alleged failure that may be present. If Lessee's compliance reasonably requires more than 30 days to complete, the City may enter the Premises and take such reasonable and necessary measures to achieve compliance only upon Lessee's failing to timely begin curing such noncompliance within such 30 day period and to continue diligently working to achieve compliance thereafter.
- F. Review of Environmental Documents. At the reasonable request of the City, Lessee shall make available for inspection and copying, at reasonable times, any and all non-privileged documents and materials Lessee has prepared pursuant to any applicable Environmental Laws or Environmental Permits, or submitted to any governmental agency, which documents and materials relate to environmental issues, Environmental Laws or Environmental Permits and which pertain to the Premises, and which would be discoverable in litigation.
- G. Cumulative Remedies. All remedies of the City as provided herein with regard to environmental pollution, contamination, damage, or any actual or threatened violations of any Environmental Laws or Environmental Permits are deemed to be cumulative in nature. The City's right to indemnification as provided under this Section shall survive the expiration or early termination of this Agreement.

Section 407. Individuals with Disabilities. Lessee shall be responsible for compliance with the Federal Americans with Disabilities Act, plus any other federal, state or local laws or regulations and City Ordinances pertaining to the disabled individual having access to the Premises or Lessee's services.

Section 408. Nondiscrimination.

- A. Lessee for itself, its personal representatives, successors in interest, and assigns, agrees that no person on the grounds of race, creed, color, national origin, sex, age, or disability shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in (i) the use of the Premises; or (ii) the construction of any improvements on, over, or under the Premises, and the furnishing of services thereon.
- B. Lessee shall comply with all applicable nondiscriminatory requirements that may be imposed pursuant to the Federal Aviation Act of 1958, as amended; the Civil Rights Act of 1964, as amended; 49 C.F.R. Parts 21, 23, and 26, as said regulations may be amended; and state and local laws.

Section 409. Prevailing Wage. Lessee shall include in all service contracts pertaining to the Premises language specifying the minimum prevailing wages to be paid and fringe benefits to be provided by the service contractor to employees of said service contractor in accordance with the provisions of the Revised Code of The City of St. Louis, Chapter 6.20.

Section 410. City Right to Enter, Inspect, and Require Corrective Action.

- A. The City shall have the right at reasonable times to enter upon Premises for any of the purposes listed below:
1. to inspect the Premises for any purpose necessary for or incidental to or connected with the City's obligations hereunder, or in the exercise of the City's capacity as Airport owner;
 2. to identify those actions required of the Lessee or the City, pursuant to this Agreement;
 3. for fire protection, safety, or security purposes;
 4. to make structural additions and alterations to the Airport;
 5. as provided in Section 411; and
 6. upon the expiration or early termination of this Agreement.
- B. The City shall provide reasonable notification and such right of entry shall not unreasonably interfere with Lessee's use or occupancy of its Premises, except if the situation endangers the health or safety of persons or the safety of operations on the Premises. The right of inspection reserved to the City shall impose no obligation on the City to make inspections to ascertain the condition of the Premises and shall impart no liability upon the City for failure to make such inspections. The failure of the City to inspect or monitor or notify Lessee of a default or of a hazardous or unsafe condition with respect to Lessee operations hereunder shall not release Lessee from its liability to perform its obligations hereunder or impose any liability on the City, and in any other event where the City determines that it is necessary or desirable to do so to

preserve the Airport or any portion thereof or to correct any conditions likely to cause injury or damage.

- C. Unless otherwise provided herein, Lessee shall perform all corrective work required of it that is identified in such inspection(s) within 30 days of receipt of a notification from the City. If correction cannot reasonably be completed within such 30 day period, this period may be extended at the sole discretion of the City. Matters affecting public health, safety, and welfare, including trash and debris problems, shall be corrected promptly after the City notifies the Lessee's manager or the manager's designee either orally or in writing via hand-delivery.

Section 411. Failure to Maintain by Lessee. If City determines that Lessee has failed to properly clean, remove trash and refuse, maintain, or repair the Premises as required in Section 402, the City shall provide to Lessee a list of deficiencies, reflecting the amount of time to be reasonably allowed for Lessee to correct same. If Lessee fails to correct such deficiencies within the time allowed and has not registered an objection as to its obligation to do so, the City, following five (5) days further notification by the City to Lessee, may enter upon the Premises and correct the listed deficiencies. The City shall add the cost of such work, plus actual administrative costs, to the Rents due hereunder on the first day of the month following the date of such work, and such cost shall be and constitute a part of the Rents. Subsequent to receipt of the further notification of intent to perform repairs, maintenance, or cleaning from the City, Lessee shall not undertake performance of such repairs, maintenance, or cleaning without specific prior authorization from the City.

Section 412. City Obligations. Except as specifically provided for herein, the City shall not be under any duty or obligation to Lessee to repair, maintain, or clean the Premises or any portion thereof, or any facilities or equipment constructed thereon. The City shall not be responsible or liable to Lessee for any claims for compensation for any losses, damages, or injury, including lost profits, sustained by Lessee resulting from failure of the Airport structures or utility systems, or caused by the natural physical conditions on the Airport, whether on the surface or underground, including stability, moving, shifting, settlement of ground, or displacement of materials by fire, water, windstorm, tornado, act of God, state of war, terrorism, civilian commotion or riot, or any other cause or peril beyond the control of the City, except to the extent covered by the City's insurance or as may be caused by the City's negligence, willful misconduct, or bad faith.

Section 413. Third-Party Supplier or Operator Obligations. The City reserves the right to require third-party suppliers or operators providing any commercial goods or services on behalf of another Tenant, to secure a permit from the City, to comply with all applicable Rules and Regulations, and to pay any applicable fees to the City to conduct such activity at the Airport.

ARTICLE V RENT AND FEES

Section 501. General. Lessee, for and in consideration of the rights and privileges granted herein, agrees to promptly and timely pay the Rents set forth in this Agreement, without demand during the term of this Agreement.

Section 502. Rent Payment. Lessee shall pay in advance to City the following monthly rental rate: 3,501 sq. ft. x \$9.45 per sq. ft. = \$33,084.45/annual ÷ 12 = \$2,757.04/month.

All payments shall be paid on or before the first day of each month of the term of this Agreement.

Section 503. Interest Charges and Late Charges on Overdue Payment. If Lessee fails to make payment of any sums due hereunder by the due dates set forth herein, Lessee shall pay to the City, in addition to all other remedies available to the City and all other payments to be made by Lessee to the City, an interest charge equal to 1.5% for each month of the overdue amount, and costs and attorney's fees reasonably incurred by the City in attempting to obtain payment, if any. Payments received later than 30 days from their respective due date shall be assessed an additional one-time late charge of 5% of the amount due, in addition to applicable interest charges.

Section 504. Form of Payment. Lessee shall pay all sums due hereunder in lawful money of the United States of America, without notice or demand, without deduction or setoff, by wire transfer or check made payable to the "Treasurer, City of St. Louis," which check shall be delivered postage or other charges prepaid to:

By U.S. Mail:

Airport Assistant Director of Finance
Lambert-St. Louis International Airport
P.O. Box 10036, Lambert Station
St. Louis, Missouri 63145

By Express Mail:

Airport Assistant Director of Finance
Lambert-St. Louis International Airport
10701 Lambert International Boulevard
St. Louis, Missouri 63145

By Wire Transfer:

Routing Number: 081000210-1001018702
 Bank Name: USBank (Checking)
 Account Name: Airport Revenue Fund
 (include a description of the transfer (e.g. Delta Air Lines, Inc.,
 Lease Agreement No. AL-461”)

or as hereafter the City may designate by Notice to Lessee.

Section 505. Security Deposit.

- A. Amount and Form of Security Deposit. Upon execution of this Agreement, Lessee shall provide the City with an irrevocable letter of credit, contract bond, or other security or instrument acceptable to the City (“Security Deposit”) in an amount equal to 3 (three) months of estimated Rents. The Security Deposit shall guarantee the faithful performance by Lessee of all of its obligations hereunder and the payment of all Rents due to the City. The Security Deposit shall be in such form and with such company licensed to do business in the State of Missouri as shall be acceptable to the City, within its reasonable discretion. The Security Deposit is not the sole or exclusive remedy of the City and shall not be construed, in and of itself, as adequate assurance of Lessee’s future performance.
- B. Term of Security Deposit. Lessee shall maintain the Security Deposit until the termination of this Agreement. Lessee shall provide at least 60 days prior Notice of the date on which any Security Deposit expires or is subject to cancellation.
- C. City’s Right to Use Security Deposit; Replenishment. If Lessee commits or is under an Event of Default pursuant to Section 901, the City shall have the right to use the amounts of such Security Deposit to pay Lessee’s Rents or any other amounts owed to the City by Lessee then due and payable, or to apply the proceeds to any cost or expense or material damages incurred by the City as a result of Lessee’s default, or Event of Default under Section 901. If any such Security Deposit, or portion thereof, is used as stated in this Subsection, Lessee shall replenish or provide a renewal or replacement Security Deposit up to the full amount set forth in Subsection 505(A) within 10 days of being notified to do so by the City. The City’s rights under this Section shall be in addition to all other rights and remedies provided to the City hereunder.
- D. Waiver of Security Deposit Requirement. Notwithstanding the provisions of Subsections 505(A)-(C), the City will waive the Security Deposit obligation if it determines that Lessee qualifies for relief from such obligation. To qualify for such relief, Lessee must:
- 1) not be under an Event of Default pursuant to, and not have received Notice in accordance with, Section 901;
 - 2) have made timely payments of all applicable Rents, Fees, and Charges during the term of of this Agreement.

If, after having waived the Security Deposit obligation in accordance with this Subsection, the City determines that Lessee has not continued to satisfy the requirements for relief, or if Lessee commits or is under an Event of Default pursuant to Section 901, Lessee shall immediately provide a Security Deposit in accordance with the provisions of Subsection 505(A).

ARTICLE VI
TENANT IMPROVEMENTS

Section 601. Alterations and Improvements by Lessee. Lessee may construct and install, at Lessee's sole expense, such improvements in its Premises as Lessee deems to be necessary for its use of the Premises. The plans and specifications, location, and construction schedule for such improvements, including any substantial alteration or addition thereto, must be submitted to and approved by the City prior to the commencement of any and all such construction or installation. Lessee shall comply with the requirements of all applicable laws and building codes and the City's Rules and Regulations governing tenant construction, alterations, and improvements. No reduction or abatement of Rents shall be allowed for any interference with Lessee's operations by such construction. All such alterations and improvements by Lessee shall be subject to the following:

- A. The City shall have the right to refuse approval of such plans and specifications. The City may, at its own cost, inspect any such alterations or improvements.
- B. All improvements made to the Premises and permanent additions or alterations thereto made by Lessee, except those financed by the City, shall be and remain the property of Lessee until expiration of the term of this Agreement. Upon expiration or early termination of this Agreement, said additions and alterations shall become the property of the City; provided, however, that any trade fixtures, signs, equipment, and other movable personal property of Lessee shall remain the property of Lessee, subject to the terms of Article X.
- C. Lessee shall promptly pay all lawful claims made against the City and discharge all liens filed or which exist against the Premises, or Lessee's trade fixtures or trade equipment arising out of or in connection with the failure to make payment for work done or materials provided by Lessee, its contractors, subcontractors, or materialmen. Lessee shall have the right to contest the amount or validity of any such claim or lien without being in default hereunder; provided, however, that while contesting the amount and validity of any such claims or liens Lessee shall provide the City, at the City’s request, with a performance bond in an amount equal to the amount of the claim or lien. Lessee shall give timely Notice to the City of all such claims and liens.

- D. Lessee shall use, and shall cause each of its officers, directors, employees, agents, contractors, and suppliers to use, the highest degree of care when entering upon any property owned by the City in connection with the work. Lessee shall comply, and shall cause each of its officers, directors, employees, agents, contractors, and suppliers to comply, with any and all instructions and requirements for the use of City-owned property.
- E. In any contract relating to the construction or installation of improvements in the Premises, Lessee shall require each of its contractors and suppliers to:
1. carry a policy of Builders Risk Insurance in accordance with Section 701(B)(5); and
 2. furnish performance and payment bonds in the full amount of any contract in a form acceptable to the City. Payment bonds shall comply with the coverage requirements and conditions of Section 107.170 of the Missouri Revised Statutes, as amended. Copies of the bonds shall be given to the City for approval before work begins. Any sum or sums derived from said performance and payment bonds shall be used for the completion of said construction and the payment of laborers and material suppliers, as the case may be.
- F. Upon the completion of the improvements hereunder, Lessee shall submit to the City a copy of its acceptance letter certifying completion, a certified copy of any certificate or permit which may be required by any federal, state or local government or agency in connection with the completion or occupancy thereof by Lessee, and a certified set of "as built" drawings.

Section 602. Nondisturbance of Airport Tenants and Operations. Any work by Lessee and its contractors shall be conducted in an orderly and proper manner, and shall not otherwise disturb, create a hazard, or interfere with other projects on, or the operations of, the Airport. Lessee shall promptly comply, and shall cause its contractors to comply, with any reasonable request from the City to correct its conduct or that of its contractors. If Lessee or its contractors fails to comply with the provisions of this Section, the City shall have the right to stop any or all work being performed, until such compliance is achieved, without terminating this Agreement.

ARTICLE VII INSURANCE, DAMAGE, AND INDEMNIFICATION

Section 701. Insurance.

- A. General. Lessee at all times during the term hereof, shall cause St. Charles County, Missouri, St. Clair County, Illinois, St. Louis County, Missouri, the City, their officers, agents and employees and Lessee to be insured on an occurrence basis against the risk of all claims and demands by third persons for bodily injury (including wrongful death) and property damage arising or alleged to arise out of the activities or omissions of Lessee, its officers, agents, and employees pursuant to this Agreement both on the Premises and the Airport.
- B. Risks and Minimum Limits of Coverage. Lessee shall procure and maintain the following policies of insurance:
1. Commercial General Liability Insurance in an amount not less than \$2 million. Such coverage shall be single limit liability with no annual aggregate.
 2. Automobile Liability Insurance in an amount not less than \$10 million combined single limit per occurrence (for automobiles used by Lessee in the course of its performance hereunder, including Lessee's non-owned and hired autos).

In the event that Lessee expands operations in which Lessee's vehicles operate on the airfield, the automobile liability insurance coverage shall be increased to \$10,000,000.00. A new certificate of insurance with the higher automobile coverage limits must be received by the Airport Properties Office before Lessee operates any vehicles on the airfield.
 3. Workers' Compensation and Employer's Liability Insurance in accordance with Missouri laws and regulations. With respect to Workers' Compensation Insurance, if Lessee elects to be self-insured, Lessee shall comply with the applicable requirements of law. Lessee shall require that all its subcontractors or licensees similarly provide such coverage (or qualify as a self-insured) for their respective employees. City, its officers, employees, or agents shall not be liable or responsible for any claims or actions occasioned by Lessee's failure to comply with the provisions of this Subparagraph and that the indemnification provisions hereof shall apply to this Section. It is expressly agreed that the employees of Lessee are not employees of the City for any purpose, and that employees of the City are not employees of Lessee.
 4. Contents Insurance. Lessee shall be solely responsible for obtaining insurance policies that provide coverage for losses of Lessee owned property. The City shall not be required to provide such insurance coverage or be responsible for payment of Lessee's cost for such insurance.
 5. Builders Risk Insurance. During any period of construction or reconstruction for which Lessee contracts, Lessee shall carry, or shall require its contractor or contractors to carry, a policy of Builders Risk Insurance in an amount sufficient to insure the value of the work. The City shall be named Loss Payee on Builders Risk coverage to the

extent of the City's interest therein (except to the extent coverage relates to Lessee's equipment and personal property). Lessee may elect to self-insure for individual projects with a total cost of \$50,000 or less.

6. Other Property Coverage. Lessee shall provide an "All Risk" insurance policy providing protection from direct loss arising out of any fortuitous cause other than those perils or causes specifically excluded by norm and which covers Lessee's improvements to the Premises, windows and doors, trade fixtures, and equipment. The City shall be named Loss Payee on such coverage to the extent of the City's interest therein (except to the extent coverage relates to Lessee's equipment and personal property).
- C. Issuers of Policies. The issuer of each policy required herein shall be a financially sound insurance company authorized to issue insurance policies in the State of Missouri. Acceptable insurers include insurance companies with an "A.M. Best Company" rating of at least an "A," or other insurers or insurance syndicates of similar recognized responsibility.
1. Form of Policies. The insurance may be in one or more policies of insurance.
 2. Non-waiver. Nothing the City does or fails to do shall relieve Lessee from its duties to provide the required coverage hereunder, and the City's actions or inactions shall not be construed as waiving the City's rights hereunder.
 3. Insured Parties. Each policy by endorsement, except those for Workers' Compensation, Employer's Liability, shall name the City, its officers, agents, and employees as "additional insured" on the certificate of insurance, including all renewal certificates, to the extent of Lessee's indemnification obligations hereunder. Inclusion as an "additional insured" is not intended to, and shall not, make the City a partner or joint venturer with Lessee in its operations.
 4. Deductibles. Lessee shall assume and bear any claims or losses to the extent of any deductible amounts and waives any claim it may ever have for the same against the City, its officers, agents, or employees; provided, however, that nothing herein stated shall diminish Lessee's rights or increase Lessee's obligations in respect to its undertakings or hold harmless defense and indemnification set forth in Section 704 hereof.
 5. Cancellation. Each policy shall expressly state that it may not be cancelled, materially modified or nonrenewed unless 30 days advance Notice is given in writing to the City by the insurance company, or authorized representative of Lessee.
 6. Subrogation. Each policy shall contain an endorsement by which the issuer waives any claim or right in the nature of subrogation to recover against the City, its officers, agents, or employees.
 7. Endorsement of Primary Insurance. Each policy hereunder except Workers' Compensation shall be primary insurance to any other insurance available to the Additional Insured and Loss Payee with respect to claims arising hereunder.
 8. Liability for Premium. Lessee shall be solely responsible for payment of all insurance premiums required pursuant to this Agreement, and the City shall not be obligated to pay any premiums; provided, however, that if Lessee fails to obtain the insurance as required herein or make premium payments, the City may, without further notification, effect such insurance or make such payments on Lessee's behalf and, after Notice to Lessee, the City may recover the cost of those payments with the installment of Rents next due, plus 15% administrative charge, from Lessee.
 9. Proof of Insurance. Within 30 days of the Effective Date of this Agreement and at any time during the term hereof, Lessee shall furnish the City with certificates of insurance. At least 5 days prior to the expiration of any such policy, Lessee shall submit to the City a certificate showing that such insurance coverage has been renewed. If such coverage is canceled or reduced, Lessee shall, within 15 days after the date of such notice from the insurer of such cancellation or reduction in coverage, file with the City a certificate showing that the required insurance has been reinstated or provided through another insurance company or companies. Upon reasonable notification by the City to Lessee, the City shall have the right to examine Lessee's insurance policies.
- D. Maintenance of Coverage. Notwithstanding the proof of insurance requirements set forth above, it is the intention of the parties hereto that Lessee, continuously and without interruption, maintain in force the required insurance coverages set forth above.
- E. City Right to Review and Adjust Coverage Limits. The City reserves the right at reasonable intervals during the term of this Agreement to cause the insurance requirements of this Article to be reviewed, at its sole cost, by an independent insurance consultant experienced in insurance for public airports, taking into consideration changes in statutory law, court decisions, or the claims history of the airline industry as well as that of Lessee, and, based on the written recommendations of such consultant, and in consultation with Lessee, to reasonably adjust the insurance coverages and limits required herein but not more often than every 24 months.

Section 702. Lessee Actions Affecting Insurance. Lessee shall not knowingly do or permit to be done anything, either by act or

failure to act, that may cause the cancellation or violation of the provisions, or any part thereof, of any policy of insurance for the Airport, or that may cause a hazardous condition so as to increase the risks normally attendant upon operations permitted by this Agreement. If such Lessee's act, or failure to act, causes cancellation of any policy, then Lessee shall immediately, upon notification by the City, do whatever is necessary to cause reinstatement of said insurance. Furthermore, if Lessee does or permits to be done any act or fails to do any act which causes an increase in the City's insurance premiums, Lessee shall immediately remedy such actions and/or pay the increase in premiums, upon Notice from the City to do so; but in any event, Lessee will hold the City harmless for any expenses and/or damage resulting from any such action.

Section 703. Damage to Premises.

- A. Minor Damage. If any part of the Premises, or adjacent facilities directly and substantially affecting the use of the Premises, is partially damaged by fire or other casualty, but said circumstances do not render the Premises untenable as determined by the City, the same shall be repaired to usable condition with due diligence by the City as provided in this Section.
- B. Substantial Damage. If any part of the Premises, or adjacent facilities directly and substantially affecting the use of the Premises, is so extensively damaged by fire, or other casualty, as to render any portion of said Premises untenable but capable of being repaired, as determined by the City, the same shall be repaired to usable condition with due diligence by the City as provided in this Section. In such case, the Rents payable hereunder with respect to affected Premises shall be paid up to the time of such damage and shall thereafter be abated ratably in the proportion that the untenable area bears to the total Premises of the same category or type of space. Such abatement in rent will continue until the affected Premises are restored adequately for Lessee's use. The City shall use its best efforts to provide alternate facilities to continue Lessee's operation while repair, reconstruction, or replacement is being completed.
- C. Total Damage.
1. If any part of the Premises, or adjacent facilities directly and substantially affecting the use of the Premises, is damaged by fire or other casualty, and is so extensively damaged as to render any portion of said Premises incapable of being repaired, as determined by the City, the City shall notify Lessee as soon as practicable under the circumstances after the date of such damage of its decision whether to reconstruct or replace said space. However, the City shall be under no obligation to replace or reconstruct such premises. The Rents payable hereunder with respect to affected Premises shall be paid up to the time of such damage and thereafter shall cease until such time as replacement or reconstructed space shall be available for use by Lessee.
 2. If the City elects to reconstruct or replace affected Premises, the City shall use its best efforts to provide alternate facilities to continue Lessee's operation while repair, reconstruction, or replacement is being completed, at a rental rate not to exceed that provided herein for comparable space. However, if such damaged space shall not have been replaced or reconstructed, or the City is not diligently pursuing such replacement or reconstruction, within 6 months after the date of such damage or destruction, Lessee shall have the right, upon giving the City 30 days advance Notice, to delete the affected Premises from this Agreement, but this Agreement shall remain in effect with respect to the remainder of said Premises, unless such damaged or destroyed premises prevent Lessee from operating its Premises under this Agreement.
 3. If the City elects not to reconstruct or replace affected Premises, the City shall meet and consult with Lessee on ways to permanently provide Lessee with adequate replacement space for affected Premises. Lessee shall have the right, upon giving the City 30 days advance Notice, to delete the affected Premises from this Agreement, but this Agreement shall remain in full force and effect with respect to the remainder of said Premises, unless the loss of such premises prevents Lessee from using its Premises under this Agreement.
- D. Scope of Restoration of Premises.
1. The City's obligations to repair, reconstruct, or replace affected Premises under the provisions of this Section shall in any event be limited to using due diligence and best efforts to restore affected Premises to substantially the same condition that existed prior to any such damage and shall further be limited by the provisions of Subsections 703(A)-(C). If the City elects to repair, reconstruct, or replace affected premises as provided in this Section, then Lessee shall proceed with due diligence and at its sole cost and expense to repair, reconstruct, or replace its signs, fixtures, furnishings, equipment, and other items provided or installed by Lessee in or about the Premises in a manner and in a condition at least equal to that which existed prior to said damage or destruction.
 2. In lieu of the City's repair, reconstruction, or replacement of the affected premises, as provided in this Section, if Lessee requests to perform said function with respect to damage under Subsections 703(A) and (B), the City may, in its sole discretion, allow Lessee to do so. Any such work by Lessee must be done in accordance with the requirements of Section 601. The City shall reimburse Lessee for the cost of such work performed by Lessee. Lessee shall be considered to be doing such work on its own behalf and not as an agent or contractor of the City.
- E. Damage From Lessee Negligence. Notwithstanding the provisions of this Section, if damage to or destruction of the Premises is due to the negligent or willful acts of Lessee, its agents, servants, or employees, or those under its control, there

shall be no abatement of rent during the restoration or replacement of said Premises. In addition, Lessee shall have no option to delete the affected Premises from this Agreement. To the extent that the costs of repairs pursuant to this Section shall exceed the amount of any insurance proceeds payable to the City by reason of such damage or destruction, Lessee shall pay the amount of such additional costs to the City.

Section 704. Indemnification.

- A. Lessee shall defend, indemnify, and hold harmless St. Charles County, Missouri, St. Clair County, Illinois, St. Louis County, Missouri, the City, their respective officers, agents and employees (the "Indemnified Parties") from and against any and all loss, liability, penalties, damages of whatever nature, causes of action, suits, claims, demands, judgments, injunctive relief, awards, settlements, costs, and expenses, including payments of claims of liability resulting from any injury or death of any person or damage to or destruction of any 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, arising out of and in connection with this Agreement, or Lessee's use of its Premises or other areas or facilities at the Airport by Lessee, its agents, employees, contractors, or subcontractors, including, but not limited to:
1. the acts or omissions of Lessee, its agents, employees, contractors, or suppliers;
 2. Lessee's use or occupancy of the Airport and the Premises; and
 3. any violation by Lessee under this Agreement its use of its Premises or any provision, warranty, covenant, or condition of this Agreement.

Lessee shall, at its own cost and expense, defend all such claims, demands and suits, whether frivolous or not.

- B. Lessee shall defend, indemnify, pay, and hold harmless the Indemnified Parties from and against all applicable taxes and assessments for which the City may become liable and which by law may be levied or assessed on the Premises, or which arise out of the operations of Lessee or by reason of Lessee's occupancy of its Premises except for any taxes or assessments based on the gross or net income or gross or net receipts of the City that are not allocable to Lessee-related receipts. However, Lessee may, at its own risk, cost, and expense, and at no cost to the City, contest, by appropriate judicial or administrative proceedings, the applicability or the legal or constitutional validity of any such tax or assessment, and the City will, to the extent permitted by law, execute such documents as are necessary to permit Lessee to contest or appeal the same. Lessee shall be responsible for obtaining bills for all of said taxes and assessments directly from the taxing authority and shall promptly deliver to the City, upon request by the City, copies of receipts of payment. If the City receives any tax billings falling within the scope of this paragraph, it will forward said billings to Lessee. Lessee shall, at its own cost and expense, defend all such claims, demands and suits, whether frivolous or not.
- C. Lessee shall defend, indemnify, and hold harmless the Indemnified Parties from and against any claim, suit, demand, action, liability, loss, damage, judgment, or fine, and all costs and expenses of whatever kind or nature associated therewith in any way arising from or based in whole or substantial part upon claim or allegation of a violation of any federal, state, or local laws, statutes, resolutions, regulations, ordinance, or court order affecting the Airport, by Lessee, its agents, employees, contractors, or suppliers, in conjunction with Lessee's use and/or occupancy of the Premises. Lessee will, at its own cost and expense, defend all such claims, demands and suits, whether frivolous or not. Lessee shall include the substance of this Subsection (C) in every sublease, contract or other agreement which Lessee may enter into related to its activities on the Premises, and any such sublease, contract or other agreement shall specifically provide that the City is a third-party beneficiary of this and related provisions. This provision does not constitute a waiver of any other condition of this Agreement prohibiting or limiting assignments, subletting or subcontracting.
- D. If a prohibited incursion into the air operations area occurs, or if the Aircraft Operations Area or sterile area security is breached, by or due to the negligence or willful act or omission of any of Lessee's employees, agents, contractors, or suppliers, and such incursion or breach results in a civil penalty action against the City, Lessee shall assume the defense of any such action and be responsible for any civil penalty or settlement amount required to be paid by the City as a result of such incursion or breach. The City shall notify Lessee of any allegation, investigation, or proposed or actual civil penalty sought for such incursion or breach. Civil penalties and settlement and associated expenses reimbursable under this paragraph include but are not limited to those paid or incurred as a result of violation of FAA or TSA regulations or security directives.
- E. Lessee's obligation to defend and indemnify past officers, employees, and agents of the City shall apply to such persons only for claims, suits, demands, actions, liability, loss, damages, judgments, or fines arising from events, occurrences, and circumstances during which said officers, employees, and agents held their office or position with the City.
- F. The City shall promptly notify Lessee of each claim, action, proceeding, or suit in respect of which indemnity may be sought by the City against Lessee hereunder, setting forth the particulars of such claim, action, proceeding or suit; shall furnish Lessee with a copy of all judicial filings and legal process and any correspondence received by the City related thereto; and shall tender the defense of same to Lessee.
- G. The duty to defend, indemnify, hold harmless, and reimburse shall apply to any claim, demands, or suits made against the City for which Lessee is responsible pursuant to this Section. Provided, however, that upon the filing by anyone of a claim

with the City for damages arising out of incidents for which Lessee herein agrees to indemnify and hold the City harmless, the City shall promptly notify Lessee of such claim and, if Lessee does not settle or compromise such claim, then Lessee shall undertake the legal defense of such claim both on behalf of Lessee and on behalf of the City, at Lessee's expense; provided, however, that Lessee shall immediately notify City if a conflict between the interests of Lessee and City arises during the course of such representation. Lessee shall use counsel reasonably acceptable to the City Counselor of the City or his or her designee, after consultation with the Airport Director, in carrying out its obligations hereunder. The provisions of this section shall survive the expiration or early termination of this Agreement. It is specifically agreed, however, that the City, at its option and at its own expense, may participate in the legal defense of any claim defended by Lessee in accordance with this Section. Any final judgment rendered against the City for any cause for which Lessee is liable hereunder shall be conclusive against Lessee as to amount upon the expiration of the time for appeal therefrom. Nothing in this Article shall be deemed a change or modification in any manner whatsoever of the method or conditions of preserving, asserting, or enforcing any claim of legal liability against the City. This Section shall not be construed as a waiver of the City's sovereign or other immunity.

- H. The City, at its own expense except as otherwise provided herein, shall be invited to attend and participate in all meetings (including those related to settlement) and to appear and participate in all judicial proceedings and to the extent of its interests, approve, in writing, the terms of any settlement related to any claim, action, proceeding or suit set forth in this Section.
- I. Notwithstanding the provisions of this Section, Lessee shall have no obligation to defend, indemnify, or hold harmless the City for any consequential damages or for any amounts to be paid in connection with losses, liabilities, penalties, damages of whatever nature, causes of action, suits, claims, demands, injunctive relief, judgments, awards and settlements if the City is conclusively determined to be more than 50% liable due to contributory negligence.
- J. This Section shall survive the expiration or early termination of this Agreement. Lessee understands and agrees that any insurance protection furnished by Lessee pursuant to Section 701 shall in no way limit Lessee's responsibility to indemnify and hold harmless the City under the provisions of this Agreement.

Section 705. City Not Liable. Unless otherwise expressly provided for in this Agreement, the City shall not in any event be liable to Lessee for:

- A. any acts or omissions of Lessee, its officers, directors, employees, agents, contractors, or suppliers, or for any conditions resulting from the operations or activities of Lessee's directors, officers, employees, agents, contractors, or suppliers;
- B. Lessee's failure to perform any of the obligations hereunder or for any delay in the performance thereof;
- C. any environmental condition in existence at the Airport, or any part thereof, which condition may interfere with Lessee's business or other operations or activities, or which might otherwise cause damages to Lessee through loss of business, destruction of property, or injury to Lessee, its officers, directors, employees, agents, contractors, suppliers, invitees, or licensees except to the extent such conditions are caused by the City, its employees or agents; or
- D. bodily injury or any loss or damage to real or personal property or business income occasioned by flood, fire, smoke, earthquake, lightning, windstorm, hail, explosion, riot, strike, civil commotion, vandalism, malicious mischief, or acts of war or terrorism, or for any injury, loss or damage not caused by the negligence, willful misconduct, or bad faith of the City.

ARTICLE VIII MERGERS, ASSIGNMENT, AND SUBLETTING

Section 801. Mergers and Consolidations. If Lessee consolidates with or merges into another company or permits one or more other companies to consolidate with or merge into it, or transfers or conveys all or substantially all of its property, assets and licenses to another company, the business entity resulting from or surviving such merger (if other than Lessee) or consolidation or the company to which such transfer or conveyance is made shall (i) expressly assume in writing and agree to perform all of Lessee's obligations hereunder, (ii) be qualified to do business in the State of Missouri, and (iii) if such business entity is not organized and existing under the laws of the United States of America or any state or territory thereof or the District of Columbia, furnish to the City an irrevocable consent to service of process in, and to the jurisdiction of, the courts of the State of Missouri with respect to any action or suit, in law or at equity, brought by the City to enforce this Agreement. If Lessee is the surviving business entity in such a merger, the express assumption referred to in this Section shall not be required.

Section 802. Assignments. Lessee shall not assign, transfer, convey, sell, mortgage, pledge, or encumber (hereinafter collectively referred to as "Assignment") this Agreement other than in connection with a transaction referenced in Section 801 without the express consent of the City.

Section 803. Subleases. Lessee shall not sublease the Premises without the express consent of the City.

ARTICLE IX
DEFAULT AND TERMINATION

Section 901. Events of Default. Each of the following constitutes an “Event of Default” under this Agreement:

- A. Lessee fails to punctually pay when due any Rents or any other sum required to be paid hereunder, and such failure continues for a period of 15 days after Notice of non-payment has been given to Lessee by the City.
- B. Lessee fails to keep, perform and observe any promise, covenant or other provision of this Agreement for a period of 30 days after Notice specifying such failure by the City; provided, however, that any such failure which can be cured, but which cannot with due diligence be cured within such 30 day period, shall not give rise to the City's right to terminate this Agreement if corrective action is instituted by Lessee within such 30 day period and diligently pursued until the failure is corrected.
- C. Any representation or warranty of a material fact made by Lessee herein or in any certificate or statement furnished to the City pursuant to or in connection herewith proves untrue in any material respect as of the date of issuance or making thereof, and such materiality is then continuing.
- D. Lessee discontinues its conduct of business at the Premises for a period of 30 consecutive days or, after exhausting or abandoning any further appeals, Lessee is prevented for a period of 30 consecutive days by action of any governmental agency other than the City from conducting its business at the Premises.
- E. Lessee fails to maintain the minimum required insurance coverage as required by Section 701 for a period of 30 days after Notice specifying such failure by the City, provided that the City shall have the right to immediately suspend Lessee's right to operate at the Airport until Lessee has obtained the minimum required insurance coverage.
- F. Lessee becomes insolvent (as such term is defined under Section 101 of the Federal Bankruptcy Code, 11 U.S.C. § 101 et seq. (the “Bankruptcy Code”), or any successor statute thereto); or fails to pay its debts generally as they mature; or takes the benefit of any present or future federal or state insolvency statute; or makes a general assignment for the benefit of creditors.
- G. Lessee files a voluntary petition in bankruptcy or a petition or answer seeking an arrangement of its indebtedness under the Bankruptcy Code or under any other law or statute of the United States or of any state thereof, or under any law or statute of another country; or consents to the appointment of a receiver, trustee, custodian, liquidator, or other similar official, of all or substantially all of its property; or an order for relief is entered by or against Lessee under any chapter of the Bankruptcy Code.
- H. Lessee is adjudged a debtor or bankrupt and/or an order is made approving a petition filed by any of Lessee’s creditors or stockholders seeking Lessee’s liquidation or reorganization under the Bankruptcy Code or under any other law or statute of the United States or any state thereof, and such order or decree is not stayed or vacated within 60 days of its issuance.
- I. A petition under any chapter of the Bankruptcy Code or an action under any federal or state insolvency law or statute, or an action under any insolvency law or statute of another country is filed against Lessee and is not dismissed or stayed within 60 days after the filing thereof.
- J. By or pursuant to, or under authority of any legislative act, resolution, or rule, or any order or decree of any court or governmental board, agency or officer, a receiver, trustee, custodian, liquidator, or other similar official takes possession or control of all or substantially all of the property of Lessee and such possession or control continues in effect for a period of 60 days.
- K. Lessee becomes a corporation in dissolution.
- L. The letting, license, or other interest of or rights of Lessee hereunder is transferred to, passed to, or devolved upon, by operation of law or otherwise, any other person, firm, corporation, or other entity, by, in connection with or as a result of any bankruptcy, insolvency, trusteeship, liquidation, or other proceedings or occurrence described in subparagraphs (F) through (K) of this Section.
- M. Lessee enters into an Assignment or sublease which is not approved by the City in accordance with the provisions of Article VIII, and, if a sublease, it is not terminated within 10 days after Notice from the City.
- N. Lessee commits an event of default pursuant to any other agreement between Lessee and the City, in accordance with the terms of such agreement.

Notwithstanding any other provision of this Agreement, if, as of the Effective Date, Lessee is a debtor in a Chapter 7 or Chapter 11 case under the Bankruptcy Code, such case shall not constitute an Event of Default.

Section 902. Termination by the City.

- A. Whenever an Event of Default has occurred, the City may at its option, immediately and without further notification of such Event of Default:
1. Terminate this Agreement and/or Lessee's rights granted hereby, but without discharging any of Lessee's obligations hereunder and, at the City's further option, exclude Lessee from its Premises. If Lessee uses, occupies, or fails to surrender or remove its property from its Premises, or any portion thereof, without the consent of the City after this Agreement has been terminated or expires, Lessee may be deemed a tenant at sufferance during the period of such use or failure and, in such event, Lessee shall pay Rents established by the City during such period. In such event, the City shall have, in addition to whatever other rights are available to the City, the right to all remedies provided under applicable laws, and reasonable costs, disbursements, and attorney fees including consequential damages incurred as a result of the holdover.
 2. Without terminating this Agreement, exclude Lessee from its Premises and use its best efforts to lease such Premises to a replacement Lessee. Lessee shall remain liable for all Rents and other payments due hereunder for the remainder of the term of this Agreement; provided, however, that any rents received from a replacement Lessee shall be credited against the amounts owed by Lessee.
- B. In the event of an Event of Default, the City may exercise any and all of the rights provided to it in this Section irrespective of any subsequent cure by Lessee, unless otherwise mutually agreed by Lessee and the City.
- C. In accordance with the provisions of 14 C.F.R. Part 158, App. A(B)(7), as it may be amended from time to time, if Lessee is an air carrier or foreign air carrier as defined by Federal law, and if any of Lessee's Premises is financed in whole or in part with PFC revenue, and if Lessee has an exclusive lease or use agreement for facilities at the Airport ("Exclusive Facilities"), and if any portion of such Exclusive Facilities is not fully utilized and is not made available for use by potentially competing companies, this Agreement may be terminated by the City.
- D. The remedies set forth in this Article shall be in addition to all other remedies which are or may be available to the City at law or in equity to enforce the performance and observance of any obligation, agreement or covenant of Lessee hereunder, including collection of amounts due.
- E. All rights and remedies given to the City herein and all rights and remedies granted to the City by law shall be cumulative and concurrent. No termination of this Agreement or the taking or recovering of the Premises shall deprive the City of any of the City's remedies or actions against Lessee for Rents or for damages or for the breach of any covenant herein contained, nor shall the bringing of any action for Rents or breach of covenant, the resort to any other remedy herein provided for the recovery of Rents or any delay in exercising such rights, be construed as a waiver of the right to obtain possession of the Premises.
- F. In no event shall this Agreement or any rights or privileges hereunder be an asset of Lessee under any bankruptcy, insolvency, or reorganization proceedings.

Section 903. Change of Term.

Notwithstanding the provisions of Section 301, automatically and immediately upon the occurrence of an Event of Default described in Subsections 901 (F) - (K), the term of this Agreement shall convert to month-to-month; provided, however, that the conversion of the term of this Agreement pursuant to this Section shall not discharge any of Lessee's obligations hereunder nor affect any of the City's remedies set forth herein.

Section 904. Termination by Lessee.

At any time that Lessee is neither in default nor has committed an Event of Default hereunder, Lessee may terminate this Agreement to the extent set forth below, at Lessee's option, prior to the scheduled expiration date set forth in Section 301, by giving the City 30 days' advance Notice upon or after the happening and during the continuance of any of the following events:

- A. Any action of any federal, state, county, or municipal governmental agency refusing to permit Lessee to operate into, from, or through the Premises as Lessee has previously operated regularly thereon, and the remaining in force of such refusal for a period of at least 30 days;
- B. Any failure by the City to keep, perform and observe any material promise, covenant, or other provision of this Agreement for a period of 30 days after Notice specifying such failure and requesting that it be remedied is given to the City by Lessee; provided, however, that any such failure which can be cured, but which cannot with due diligence be cured within such 30 day period, shall not give rise to Lessee's right to terminate this Agreement if corrective action is instituted by the City within such 30 day period and diligently pursued until the failure is corrected; or
- C. Lessee is prevented from conducting its business at the Premises for a period in excess of 90 consecutive days for any reason other than causes directly controlled by Lessee.

ARTICLE X
SURRENDER OF PREMISES

Section 1001. Surrender of Premises.

- A. Surrender of Premises. On expiration of the term of this Agreement or earlier termination as hereinafter provided, Lessee shall:
1. peaceably surrender possession of the Premises and other space made available to Lessee hereunder in a clean, sanitary, and good condition, excepting only reasonable wear and tear (taking into account repair and maintenance required to be done by Lessee), acts of God, fire, and other casualties, and the City shall have the right to take possession of said Premises hereunder; and
 2. return the Premises to the City in a condition such that Hazardous Materials which were placed, stored, used, generated, treated, released, discharged, disposed, and/or spilled on, under, or about the Premises by Lessee, its officers, directors, employees, agents, contractors, or suppliers do not exceed allowable levels established under applicable Environmental Laws and Environmental Permits in accordance with Subsection 406(C). If the City is required under applicable Environmental Laws to undertake actions to bring the Premises into compliance with this provision, or any applicable Environmental Laws or Environmental Permits as a result of Lessee's failure to timely correct same in accordance with Subsection 406(C), Lessee shall reimburse the City for any Remediation Costs incurred by the City, as provided for in Subsection 406(E).

The City shall not be required to notify Lessee to quit possession at the expiration date of the term of this Agreement.

- B. Removal of Personal Property. Provided Lessee is not in default for non-payment of Rents or any other payment due hereunder, Lessee shall have the right, on expiration or early termination of this Agreement and within 30 days thereafter, to remove or dispose of all trade fixtures and equipment and other personal property installed or placed by Lessee, in, on, or about the Airport. Lessee shall not be entitled to remove non-trade fixtures without the advance consent of the City. If, following the expiration or early termination of this Agreement, the City has immediate need to accommodate a new tenant, the City may remove and store Lessee's trade fixtures, equipment and personal property, at Lessee's risk.
- C. Removal Damages. Lessee shall repair any damage caused by the removal of its trade fixtures, equipment, or personal property. Removal shall be at Lessee's expense. Notwithstanding the above, consideration shall be given to the intended long-term use of the premises and if the City determines that such premises would not be maintained for a period warranting the repairs indicated above, the City may alter or waive the repair requirement of this Subsection. If the Premises are yielded or delivered to the City in need of repair, reconditioning, or restoration to the condition that existed when Lessee first used the Premises pursuant to this Agreement or any preceding agreement (reasonable wear and tear taking into account repair and maintenance required to be done by Lessee excepted), after reasonable notification by the City to Lessee, the City shall repair or recondition said Premises and the cost thereof, plus actual administrative costs, shall be invoiced to Lessee and payable immediately. The City shall determine the condition of the Premises at the expiration or early termination of this Agreement.
- D. Ownership of Fixtures and Personal Property Not Removed. If, after 30 days following the expiration or early termination of this Agreement, Lessee fails to remove its fixtures and other personal property from the Premises, such fixtures and personal property may be deemed abandoned. In addition to whatever other rights are available to the City, with prior notification of Lessee, the City may: (i) remove, sell, or store Lessee property at Lessee's expense, or (ii) take title to Lessee property in lieu of removal on behalf of Lessee. If the City takes title to such property or otherwise disposes of the property, the City shall be entitled to all proceeds of sale of such Lessee property as liquidated damages for the breach of this covenant to remove.

ARTICLE XI
MISCELLANEOUS PROVISIONS

Section 1101. Relationship of Parties. Nothing herein contained is intended or shall be construed to create or establish any relationship other than that of lessor and lessee, and nothing herein shall be construed to establish any partnership, joint venture or association or to make Lessee the general representative or agent of the City for any purpose whatsoever.

Section 1102. Amendment. Except as otherwise expressly provided herein, this Agreement may not be changed, modified, discharged, or extended except by written amendment duly executed by the parties.

Section 1103. Subordination to Agreements with the United States.

- A. This Agreement shall be subordinated to the provisions of any existing or future agreement between the City and the United States Government or governmental authority, relating to the operation or maintenance of the Airport, the execution of which has been or will be required as a condition precedent to the granting of federal funds or the approval to impose or use PFCs for the improvement or development of the Airport. Lessee shall not cause the City to violate any assurances made by the City to the United States Government in connection with the granting of such federal funds or the approval of such PFCs.

- B. All provisions of this Agreement shall be subordinate to the rights of the United States of America to operate all of the Airport or any part thereof during time of war or national emergency. Such rights shall supersede any provisions of this Agreement inconsistent with the operation of the Airport by the United States of America.

Section 1104. Subordination to Trust Indenture.

- A. This Agreement and all rights granted to Lessee hereunder are expressly subordinated and subject to the lien and provisions of the pledges, covenants (including rate covenants), transfers, hypothecation, or assignments made by the City in the Trust Indenture and any Bond ordinance (including related documents authorized or approved by such ordinance) enacted by the City regarding the issuance of Bonds.
- B. Lessee understands that the City is and will be the issuer of Bonds. With respect to outstanding Bonds that may be issued in the future, the interest on which is intended to be excludable from gross income of the holders of such Bonds for federal income tax purposes under federal law, Lessee shall not act, or fail to act (and will immediately cease and desist from any action, or failure to act) with respect to the use of the Premises, if the act or failure to act may cause the City to fail to be in compliance with the provisions of federal law with respect to those types of Bonds, as it now exists or may be amended, supplemented, or replaced, or the regulations or rulings issued thereunder, nor will Lessee take, or persist in, any action or omission that may cause the interest on the tax-exempt Bonds either (i) not to be excludable from the gross income of the holders thereof for federal income tax purposes; or (ii) to become subject to the alternative minimum tax for federal income tax purposes.

Section 1105. Certificate in Connection with Issuance of Bonds. In connection with any issuance of Bonds by the City, upon not less than 30 days prior request by the City, Lessee shall deliver to the City a statement in writing certifying:

- A. that this Agreement is unmodified and in full force and effect (or if there have been modifications, a description of such modifications and that the Agreement as modified is in full force and effect);
- B. that to Lessee's knowledge the City is not in default under any provision of this Agreement, or, if in default, the nature thereof in detail; and
- C. such further matters as may be reasonably requested by the City, it being intended that any such statement may be relied upon by the parties involved in such issuance of Bonds.

Section 1106. No Third Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their permitted assigns and nothing herein expressed or implied shall give or be construed to give to any person or entity other than the parties hereto and their assigns any legal or equitable rights hereunder.

Section 1107. Counterparts. This Agreement may be executed in one or more counterparts.

Section 1108. Exhibits. All certificates, documents, exhibits, attachments, riders, and addenda referred to herein, including the exhibits referred hereto, are hereby incorporated into this Agreement by reference and made a part hereof as though set forth in full in this Agreement to the extent they are consistent with its conditions and terms.

Section 1109. Survival of Warranties. All warranties and covenants set forth in this Agreement shall survive the execution and performance of this Agreement.

Section 1110. Quiet Enjoyment. Upon payment of all amounts due hereunder and performance of the covenants and agreements on the part of Lessee to be performed hereunder, the City shall not act or fail to act, except as otherwise provided by this Agreement, in a manner that will prevent Lessee from peaceably having and, in accordance with the terms hereof, enjoying the Premises and all rights, licenses, services, and privileges of the Airport and its appurtenances and facilities granted herein.

Section 1111. No Personal Liability.

- A. The City shall not be liable for any acts or omissions of any Lessee or any condition resulting from the operations or activities of tenants or their representatives.
- B. No director, officer, employee, or agent of the City or Lessee shall be charged personally or held contractually liable by or to the other party under any term or provision of this Agreement or because of any breach hereof or because of its or their execution of this Agreement. Any administrative complaint brought against the City relating to any aspect of this Agreement shall be brought against the City and not against named individual respondents.

Section 1112. Governing Law and Forum Selection. This Agreement is made and entered into in the State of Missouri, and Missouri law shall govern and apply to this Agreement. Any cause of action, claim, suit, demand, or other case or controversy arising from or related to this Agreement shall be brought only in a federal or state court in the City of St. Louis, Missouri. Lessee and the City hereby admit and consent to the jurisdiction and venue of such courts. The provisions of this section shall survive the expiration or termination of this Agreement.

Section 1113. Communications and Notices.

- A. Except as otherwise expressly provided in this Agreement, all communications, including notifications, requests, authorizations, approvals, demands, and consents provided for hereunder shall be in writing.

If to the City, to:

Airport Director
Lambert-St. Louis International Airport
10701 Lambert International Boulevard
St. Louis, Missouri 63145

If to Lessee, to:

Delta Air Lines, Inc.
Regional Director, Airport & Corporate Affairs
P.O. Box 20706
1030 Delta Blvd., Dept #887
Atlanta, GA 30320-6001

or to such other person or address as either the City or Lessee may hereafter designate by Notice to the other in accordance with Subsection 1113(B).

- B. All Notices required by this Agreement shall be mailed via certified mail return-receipt requested, via overnight mail with receipt, or personally delivered to the City and Lessee at the addresses set forth in Subsection 1113(A), with copy to:

If to the City:

Office of the City Counselor
Airport Legal Department
10701 Lambert International Boulevard
St. Louis, Missouri 63145

If to Lessee:

Delta Air Lines, Inc.
Regional Director, Airport & Corporate Affairs
P.O. Box 20706
1030 Delta Blvd., Dept #887
Atlanta, GA 30320-6001

or to such other person or address as either the City or Lessee may hereafter designate by Notice. Except as otherwise expressly provided hereunder, any such Notice shall be deemed to have been given or made: (i) if sent by certified mail, 5 days after being deposited in the mails, postage prepaid and properly addressed; (ii) if via overnight mail, the next business day; and (iii) if delivered by personal service, when delivered to the addressee.

Section 1114. Force Majeure.

- A. Neither party hereto shall be liable to the other for any failure, delay, or interruption in performing its obligations hereunder due to acts, events or conditions beyond its control, including acts of God, weather conditions, shortages of energy or materials, embargoes, riots, rebellions, sabotage, acts of a public enemy, war, terrorism, insurrection, strikes, boycotts, picketing, slow-downs, work stoppages or other labor actions affecting the rights or obligations of the City or Lessee hereunder, their respective contractors or subcontractors, except to the extent that such failure, delay or interruption directly or indirectly results from failure on the part of the City or Lessee to use reasonable care to prevent, or make reasonable efforts to cure, such failure, delay or interruption; provided, however, that, except as herein specifically provided, nothing in this Section is intended or shall be construed to abate, postpone or in any respect diminish Lessee's obligations to make any payments due to the City pursuant to this Agreement.
- B. The City shall be under no obligation to supply any service if and to the extent and during any period that the supplying of any such service or the use of any component necessary therefor shall be prohibited or rationed by any law, ordinance, rule, regulation, requirement, order or directive of any federal, state, county or municipal government having jurisdiction.

Section 1115. Invalid Provisions. If any covenant, condition, or provision in this Agreement is held to be invalid, illegal, or unenforceable by any court of competent jurisdiction, or conclusively determined to be inconsistent with federal law or FAA grant assurances, such covenant, condition, or provision shall be deemed amended to conform to applicable laws so as to be valid or enforceable or, if it cannot be so amended without materially altering the intention of the parties, it shall be stricken. If stricken, all other covenants, conditions and provisions of this Agreement shall remain in full force and effect provided that the striking of such covenants, conditions or provisions does not materially prejudice either the City or Lessee in its respective rights and obligations

contained in the valid covenants, conditions, or provisions of this Agreement.

Section 1116. No Waiver. No provision of this Agreement shall be deemed to have been waived by either party unless such waiver is in writing, signed by the party making the waiver and addressed to the other party, nor shall any custom or practice that may evolve between the parties in the administration of the terms of this Agreement be construed to waive or lessen the right of either party to insist upon the performance of the other party in strict accordance with the terms of this Agreement.

Section 1117. City's Rights and Remedies are Cumulative. All rights and remedies of the City as provided herein and under law are cumulative in nature.

Section 1118. Construction of Agreement. The parties hereto acknowledge that they have thoroughly read this Agreement, including any exhibits or attachments hereto and have sought and received whatever competent advice and counsel was necessary for them to form a full and complete understanding of all rights and obligations herein. The parties further acknowledge that this Agreement is the result of extensive negotiations between the parties and shall not be construed against the City by reason of the preparation of this Agreement by the City.

Section 1119. Timing. The parties expressly agree that time is of the essence in this Agreement. Failure by a party to complete performance within the time specified, or within a reasonable time if no time is specified herein, shall relieve the other party, without liability, of any obligation to accept such performance.

Section 1120. Representatives. The City and Lessee shall each designate a representative who, except as otherwise provided hereunder, shall be authorized to act for the City and Lessee, respectively, with respect to any actions to be taken by either of them under the terms of this Agreement. Except as specifically set forth herein, for the purposes of actions to be taken by it or by the City, the City's representative shall be the Airport Director. Lessee's representative shall be designated in a Notice delivered to the City. Any party hereto may change its designated representative by Notice to the other party.

Section 1121. Approvals.

- A. Whenever in this Agreement any approval is required, such decision shall be promptly rendered and shall not be unreasonably withheld or conditioned. No disapproval shall be valid if such disapproval constitutes an anticompetitive act as described by a federal agency having jurisdiction over such matters.
- B. Unless otherwise required by state or local law, wherever in this Agreement the approval, authorization, consent, certification, determination, waiver, or any other action of the City is required, it may be performed by the Airport Director, unless otherwise provided herein. In taking such actions, the Airport Director shall act reasonably, and take into consideration the best interest of the traveling public and the operations of the Airport.
- C. In all instances in this Agreement where consent or approval of one party is required for an action by the other party, such consent shall be in writing unless otherwise agreed by the parties.

Section 1122. Successors and Assigns. The terms, conditions, and covenants of this Agreement shall inure to the benefit of, and be binding upon, the parties hereto and upon their permitted successors, assigns and sublessees, if any. This provision shall not constitute a waiver of any conditions regarding assignment or subletting contained in this Agreement.

Section 1123. Authority to Execute. The person(s) executing this Agreement on behalf of Lessee warrants to the City that Lessee is a duly authorized and existing corporation, that Lessee is qualified to do business in the State of Missouri, that Lessee has full right and authority to enter into this Agreement, and that each and every person signing on behalf of Lessee is authorized to do so.

Section 1124. Other Agreements. The City acknowledges that Lessee may have entered into other agreements with the City with respect to Lessee's operations at the Airport, which agreements may grant certain additional rights to, and impose certain additional obligations upon, Lessee in addition to those rights and obligations set forth herein. Nothing in this Agreement shall serve to restrict any such additional rights or obligations.

Section 1125. Entire Agreement. This Agreement, including the attached exhibits, embodies the entire agreement between the City and Lessee relating to the subject matter hereof, and supersedes all prior agreements and understandings, written or oral, express or implied, between the City and Lessee relating thereto.

IN WITNESS WHEREOF, the parties hereto for themselves, their successors and assigns, have executed this Agreement the day and year first above written.

Authorized by City Ordinance _____, approved _____, 2006.

The foregoing Agreement was approved by the Airport Commission at its meeting on the _____ day of _____, 2006.

THE CITY OF ST. LOUIS BY:

Commission Chairman and Director of Airports Date

APPROVED AS TO FORM ONLY BY:

COUNTERSIGNED BY:

City Counselor Date City of St. Louis

Comptroller, Date City of St. Louis

ATTESTED TO BY:

Register, Date City of St. Louis

The Board of Estimate and Apportionment approved the foregoing Agreement in substance at its meeting on the ___ day of _____, 2006.

Secretary, Date Board of Estimate & Apportionment

DELTA AIR LINES, inc.

BY: _____

Title: _____

Date: _____

Approved: June 5, 2006

ORDINANCE #67118 Board Bill No. 67 Committee Substitute

An ordinance pertaining to the repair of sidewalks in the City of St. Louis, amending Section Two of Ordinance 67077, adopted during the 2005-06 session, authorizing the Street Department to repair or have repaired sidewalks that abut property in Zoning Districts "A" through "G" or abuts property in any zoning district upon which is located a building designed for and used primarily for residential purposes which are in poor condition and need of repair as determined by the Director of Streets or the Director's designee and requiring that the property owners pay one-half of the total repair cost; and containing an emergency clause.

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

SECTION ONE. Section Two of Ordinance 67077 is hereby amended to read as follows:

Section Two. Sidewalks-Authority of Street Department to repair.

A. The street department is hereby authorized to repair or have repaired sidewalks that abut property in Zoning Districts "A" through "G" or abuts property in any zoning district upon which is located a building designed for and used primarily for residential purposes which are in poor condition and need of repair as determined by the Director of Streets or the Director's designee and requiring that the property owners pay one-half of the total repair cost. This shall include sidewalks that are on a private street if such street is open to the general public.

B. Notwithstanding any provision of this ordinance to the contrary, owners of residential and commercial property shall not be required to pay the repair cost of any portion of an abutting sidewalk which has been damaged by tress growing in the public easement immediately abutting to such sidewalk.

SECTION TWO. Emergency clause. The passage of this ordinance being deemed necessary for the preservation of the public peace, health and safety, it is hereby declared to be an emergency measure and shall become effective immediately upon its passage and approval by the mayor.

Approved: June 5, 2006

ORDINANCE #67119
Board Bill No. 18
Committee Substitute

An ordinance intended to eliminate, reduce and remedy discrimination in housing, employment, education, services, public accommodations, and real property transactions and uses, to provide equal opportunity enforcement, and to bring the laws of the City of St. Louis into substantial compliance with the Federal Fair Housing Act by repealing ordinance 66088 and enacting in lieu thereof an ordinance amending and restating the previous ordinance, and containing a penalty clause, a savings clause, a severability clause, a clause providing for judicial review, a clause providing for liberal interpretation of this ordinance, and an emergency clause.

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

Section One. Repeal of Previous Ordinance Concerning Same Subject Matter.

Ordinance # 66088 relating to the St. Louis Civil Rights Enforcement Agency, its jurisdiction, powers and staff is hereby repealed.

Section Two. Definition of Terms.

As used in this ordinance, unless a different meaning clearly appears from the context in which used, the following terms and phrases shall be taken to have the meaning ascribed to them in this section, to wit:

- (1) "Academic, professional or vocational school" includes any person who trains and teaches individuals to engage in any trade, business, profession, calling or vocational pursuit.
- (2) "Act" means the federal Fair Housing Act, 42 U.S. C. 3601, *et seq.*
- (3) "Age" means an age of forty or more years but less than seventy years, except that it shall not be an unlawful employment practice for an employer to require the compulsory retirement of any person who has attained the age of sixty five and who, for the two year period immediately before retirement, is employed in a bona fide executive or high policy making position, if such person is entitled to an immediate nonforfeitable annual retirement benefit from a pension, profit sharing, savings or deferred compensation plan, or any combination of such plans, of the employer, which equals, in the aggregate, at least forty four thousand dollars.
- (4) "Agency" means the St. Louis Civil Rights Enforcement Agency.
- (5) "Aggrieved person" includes any person who:
 - (a) claims to have been injured by a discriminatory housing practice; or
 - (b) believes that such person will be injured by a discriminatory housing practice that is about to occur.
- (6) "Commission" means the St. Louis Civil Rights Enforcement Commission;
- (7) "Commissioner" means a member of the St. Louis Civil Rights Enforcement Commission.
- (8) "Complainant" shall mean a person who has filed a complaint with the Agency alleging that another person has engaged in a prohibited discriminatory practice, or a person who has joined in such a complaint after its initial filing.
- (9) "Conciliation" means the attempted resolution of issues raised by a complaint, or by the investigation of such complaint, through informal negotiations involving the aggrieved person, the respondent and the Commission and/or the Commission's agent..
- (10) "Conciliation agreement" means a written agreement setting forth the resolution of the issues in conciliation.
- (11) As used in '9(C)(2)(c) of this ordinance, the term "Covered Multifamily Dwelling" means:
 - (a) buildings consisting of 4 or more units if such buildings have one or more elevators; and
 - (b) ground floor units in other buildings consisting of 4 or more units.
- (12) "Director" means the Executive Director of the St. Louis Civil Rights Enforcement Agency.
- (13) "Disability" or "Handicap" means, with respect to a person:
 - (a) a physical or mental impairment which substantially limits one or more of such person's major life activities;

- (b) a record of having such impairment; or
- (c) being regarded as having such an impairment, but such term does not include current, illegal use of or addiction to a controlled substance (as defined by Section 195.010 R.S.Mo.), however, a person may be considered to be disabled if that person:
 - (i) Has successfully completed a supervised drug rehabilitation program and is no longer engaging in the illegal use of, and is not currently addicted to, a controlled substance or has otherwise been rehabilitated successfully and is no longer engaging in such use and is not currently addicted;
 - (ii) Is participating in a supervised rehabilitation program and is no longer engaging in illegal use of controlled substances; or
 - (iii) Is erroneously regarded as currently illegally using, or being addicted to, a controlled substance.
- (14) "Discriminatory housing practice" or "Discriminatory practice" means an act that is unlawful under section 3604, 3605, 3606, or 3617 of the Fair Housing Act, or is otherwise prohibited by the provisions of this ordinance.
- (15) "Dwelling" means any building, structure, or portion thereof which is occupied as, or designed or intended for occupancy as, a residence by one or more families, and any vacant land which is offered for sale or lease for the construction or location thereon of any such building, structure, or portion thereof.
- (16) "Employer" included any person who employs six or more persons exclusive of that person's parents, spouse or children.
- (17) "Employment agency" includes any person undertaking for compensation to procure opportunities to work or to procure, recruit, refer or place employees.
- (18) "Familial status" means one or more individuals (who have not attained the age of 18 years) being domiciled with
 - (a) a parent or another person having legal custody or such individual or individuals; or
 - (b) the designee of such parent or other person having such custody, with the written permission of such parent or other person;

The protection afforded by this ordinance against discrimination on the basis of familial status shall apply to any person who is pregnant or is in the process of securing legal custody of any individual who has not attained the age of 18 years.
- (19) "Family" includes a single individual.
- (20) "Financial Institution" means bank, banking organization, mortgage company, insurance company, investment company or other lender to whom application is made for financial assistance for the purchase, lease, acquisition, construction, rehabilitation, repair, maintenance, or improvement of real property, or an individual employed by or acting on behalf of or as agent of any of these.
- (21) As used in '9(C)(3)(c) of this ordinance, the term "Housing for Older Persons" means housing:
 - (a) provided under any state or federal program that the Secretary of the United States Department of Housing and Urban Development has determined is specifically designed and operated to assist elderly persons;
 - (b) intended for, and solely occupied by, persons 62 years of age or older; or
 - (c) intended and operated for occupancy by at least one person 55 years of age or older per unit:
 - (i) in which at least eighty percent of the units are occupied by at least one person 55 years of age or older; and
 - (ii) for which management has published and adheres to policies and procedures which demonstrate an intent by the owner or manager to provide housing for persons 55 years of age or older.
 - (d) that complies with rules issued by the Secretary for verification of occupancy, which shall:
 - (i) provide for verification by reliable surveys and affidavits; and

- (ii) include examples of the types of policies and procedures relevant to a determination of compliance with the requirement of clause (ii) above. Such surveys and affidavits shall be admissible in administrative and judicial proceedings for the purposes of such verification.
 - (e) housing shall not fail to meet the requirements for housing for older persons by reason of:
 - (i) persons residing therein as of September 13, 1988 who do not meet the age requirements set out in subparagraphs (b) or (c) of this definition, provided that new occupants of such housing do meet said age requirements; or
 - (ii) unoccupied units, provided that such units are reserved for persons who meet the relevant age requirement of subparagraphs (b) or (c) of this definition.
 - (22) "Individual" means one or more individuals.
 - (23) "Labor organization" includes any organization which exists for the purpose, in whole or in part, of collective bargaining or of dealing with employers concerning grievances, terms or conditions of employment, or for other mutual aid or protection in relation to employment.
 - (24) "Person" includes one or more individuals, partnerships, associations, unincorporated organizations, corporations, mutual companies, joint stock companies, legal representatives, trusts, trustees, labor organizations, fiduciaries, trustees in bankruptcy, and/or receivers.
 - (25) "Places of Public Accommodation" means all places or businesses offering or holding out to the general public services or facilities for the comfort, health and safety of such general public, including, but not limited to, public places providing food, shelter, recreation and amusement.
 - (26) "Prevailing party" has the same meaning as such term has in 42 U.S.C. '1988 and '802(o) of the Act.
 - (27) "Real Estate Broker" or "Real Estate Salesman" means any person, whether licensed or not, who, on behalf of others, for a fee, commission, salary or other valuable consideration, or who with the intention or the expectation of receiving or collecting the same, lists, sells, purchases, exchanges, rents or leases real estate, or the improvement thereon, including options, or who negotiates or attempts to negotiate on behalf of others such an activity; or who advertises or holds himself out as engaged in such activities; or who negotiates or attempts to negotiate on behalf of others, a loan secured by mortgage or other encumbrance upon a transfer of real estate, or who is engaged in the business of charging an advance fee or contracting for collection of a fee in connection with a contract whereby he undertakes to promote the sale, purchase, exchange, rental or lease of real estate through its listing in a publication issued primarily for such purpose; or an individual employed by or acting on behalf of any of these.
- For the purpose of this Section, a person shall be deemed to have engaged in the activities set out above if:
- (i) the person has, within the preceding twelve (12) months, participated as a principal in three (3) or more transactions involving such activities; or
 - (ii) the person has, within the preceding twelve (12) months, participated as agent, other than in connection with the person's own personal residence, in two (2) or more transactions involving such activities; or
 - (iii) the person is the owner of any Dwelling designed or intended for occupancy by, or occupied by, five (5) or more families.
- (28) "Realty" includes real estate, lands, buildings, structures, housing accommodations, dwellings, tenements, leaseholds, cooperatives, condominiums, and hereditaments, corporeal or incorporeal, or any interest in the above.
 - (29) "Respondent" shall mean a person or other entity who is alleged to have engaged in a prohibited discriminatory practice in a complaint filed with the Agency, or a person or other entity who has been substituted for the originally named respondent, or a person or other entity who has been added as a party respondent, subsequent to the initial filing of the complaint, pursuant to investigation conducted by the Agency; provided, however, that substituted or added persons or entities shall be notified as required in Section 810(a) of the Fair Housing Act.
 - (30) "Secretary" means the Secretary of Housing and Urban Development.
 - (31) "State" means any of the several States, the District of Columbia, the Commonwealth of Puerto Rico, or any of the territories and possessions of the United States.
 - (32) "To rent" includes to lease, to sublease, to let and otherwise to grant for a consideration the right to occupy

premises not owned by the occupant.

Section Three. Creation and Establishment of the Civil Rights Enforcement Commission and Civil Rights Enforcement Agency.

- (1) There is hereby established a St. Louis Civil Rights Enforcement Agency to be composed of a staff headed by an Executive Director and an advisory and quasi judicial body known as the St. Louis Civil Rights Enforcement Commission.
- (2) The Executive Director shall be the chief executive officer of the Agency and shall be an ex officio member of the Commission. The Executive Director shall be appointed by the Mayor and shall serve at his pleasure.
- (3) It is the intent of this ordinance to grant to the St. Louis Civil Rights Enforcement Commission and St. Louis Civil Rights Enforcement Agency all of the authority to enforce the provisions of Chapter 213, R.S.Mo., which may be exercised by the Commission and Agency pursuant to "213.020.3 and 213.135, R.S.Mo.

Section Four. Composition of the Commission.

The Commission shall consist of seven (7) members, one of whom shall be the Chairman of the Legislation Committee of the Board of Aldermen. The other six (6) members shall be appointed by the Mayor, with the advice and consent of the Board of Aldermen. The term of office of each member shall be for three (3) years, except that two (2) of the members first appointed shall serve for a term of one (1) year and two (2) of the members initially appointed shall serve for terms of two (2) years; thereafter, all members shall be appointed for terms of three (3) years. All members shall serve without compensation.

Section Five. Function and Duties of the Commission.

- (1) The Commission shall act in an advisory capacity to the Mayor, the Board of Aldermen and the Director for the purposes of furthering amicable relations among the various segments of the population, which together comprise the citizenry of the City of St. Louis; to help preserve and further the good name of St. Louis for tolerance and fair play and promote better relations among its people; to help make it possible for each citizen, regardless of race, color, religion, sex, age, disability, marital status, familial status, sexual orientation, national origin or ancestry, or legal source of income to develop talents and abilities without limitation; and to aid in permitting the community to benefit from the fullest realization of its human resources. In order to accomplish the objectives herein set out, the Commission shall advise and confer with the Mayor and other officers of the City on problems affecting human and inter group relations; make studies, surveys and investigations to provide accurate data for orderly and constructive community development, and to recommend such measures as are deemed necessary to carry out the objectives for which the commission has been created; consult with and obtain cooperation and coordinated effort on the part of all agencies, both private and public, which function in the field of human relations, schools, law enforcement agencies, welfare organizations, youth and similar groups; utilize the resources of individuals and groups toward the improvement of inter group relations; enlist all potential community forces in an effort to make more secure and to extend democratic rights, opportunities and practices; influence and encourage community support for educational programs; and where appropriate, draft, propose or support legislation designed to: (a) combat those misconceptions, prejudices and untruths which tend to set group against group; (b) reduce tensions created by ignorance and bigotry; and (c) eliminate discriminatory practices arising from prejudice.
- (2) The Commission shall review the record made in a contested case before a hearing officer, consider the recommended findings of fact, conclusions of law and order of said hearing officer and shall thereafter accept or amend the recommended findings of fact, conclusions of law and order. Such action may be taken by a panel of not less than three members of the Commission, and any order made by such panel shall become the final order of the Commission. Neither the retention of hearing officers pursuant to Section Eight hereof nor the appointment of such panel shall be construed as a delegation or contracting out of the Commission's decision-making authority to a non-governmental authority in violation of 24 C.F.R. 115.202(f). In any contested case, the final determination shall be made solely by the Commission.

Section Six. Organization.

The Commission shall elect its chairman from among its members and create and fill such other offices as it may determine. The term of the chairman shall be for two years. The chairman may be re elected to a second two year term. No chairman shall serve more than two consecutive two year terms. The commission shall hold at least one regular meeting every 3 months. It shall adopt rules for the transaction of business and shall keep a record of its resolutions, transactions and findings.

Section Seven. Powers and Duties of the Commission.

The commission is hereby empowered:

- (1) to recommend action to safeguard all individuals within the jurisdiction from discrimination because of race, marital status, familial status, sexual orientation, sex, color, age, religion, disability, national origin or ancestry,

or legal source of income;

- (2) upon recommendation of the Director, to accept grants, gifts, or bequests, public or private, to help finance the activities of the Commission or Civil Rights Enforcement Agency and to enter into cooperative arrangements with other jurisdictions or agencies for the production and dissemination of educational materials and/or programs;
- (3) to enact by a majority vote of its members such rules and regulations as it may deem necessary for governance of the Commission and to carry out the functions assigned to it hereunder. Such rules and regulations shall be signed by the Chairman and attested to by the Director. Once so signed and attested, rules and regulations promulgated by the Commission shall be transmitted to the Missouri Commission on Human Rights for review. Upon approval by the Missouri Commission, a copy of said rules and regulations shall be filed with the Register of the City of St. Louis;
- (4) to render to the Mayor and the Board of Aldermen a full written report of all of its activities and of its recommendations on an annual basis;
- (5) to advise and consult with the Civil Service Commission and local offices controlled by state statute to effectuate the policies of this ordinance and applicable federal laws;
- (6) to appoint a panel composed of not less than three members of the Commission, or to act as the Commission as a whole, to review the record made before a hearing officer in a contested hearing, to review that hearing officer's proposed findings of fact, conclusions of law and order, and to accept or amend such proposed findings of fact, conclusions of law and order, which shall become a final order of the Commission; and
- (7) to issue such affirmative orders in contested cases as authorized by state statute.

Section Eight. Powers and Duties of the Executive Director.

The Executive Director is hereby empowered:

- (1) to provide for execution within the City of St. Louis of the policies embodied in this ordinance, the Federal Civil Rights Act of 1964, as amended, the Federal Fair Housing Act of 1968, as amended and Chapter 213 of the Revised Statutes of the State of Missouri;
- (2) to receive, initiate, investigate, make probable cause findings with regard to, and make recommendations concerning, violations of equal employment, fair housing and/or public accommodation provisions of Chapter 213 of the Revised Statutes of the State of Missouri, as authorized therein, and/or of ordinances, orders, or resolutions forbidding discrimination which have been adopted or enacted by the City;
- (3) issue subpoenas to compel the attendance of witnesses and the production of evidence relevant to the matter in question for investigatory and determinative purposes and to enforce such subpoena in Circuit Court;
- (4) to write, edit and produce educational materials and to arrange, sponsor, promote and/or participate in educational programs intended to reduce or eliminate bias or discrimination against persons or groups based upon the race, color, sex, disability, national origin, ancestry, familial status or size, religion or sexual orientation, or legal source of income of such person or group;
- (5) to enter into deferral or other cooperative working agreements with the United States Equal Employment Opportunity Commission, United States Department of Housing and Urban Development, Missouri Commission on Human Rights, and/or any other federal, state or local agency which is empowered to take action, enter into agreements, or make grants for the purpose of reducing or eliminating discrimination.
- (6) to refer a matter under its jurisdiction to the Missouri Commission on Human Rights for initial action or review;
- (7) should a finding of probable cause be made and the Director be unable to successfully conciliate the complaint, to issue administrative charges of violation of this ordinance;
- (8) to recommend to the Commission acceptance of grant agreements, gifts and bequests;
- (9) to hire attorneys to act as hearing officers to hold hearings on charges issued by the Director;
- (10) where a hearing is held before the Commission on a charge issued by the Director, to present evidence and testimony before the Commission relative to such charge;
- (11) to refer potential ordinance violations to the City Counselor for prosecution in municipal court;
- (12) if the Director determines at any time subsequent to filing of a complaint that prompt judicial action is necessary

to effectuate the purposes of the equal employment, fair housing or public accommodation provisions of Chapter 213 of the Revised Statutes of the State of Missouri and/or of ordinances, orders or resolutions forbidding discrimination which have been adopted or enacted by the City, the Director may authorize the City Counselor to file a civil action seeking issuance of an appropriate temporary restraining order or other injunctive relief. Upon receiving notice of such authorization, the City Counselor shall promptly file and maintain such action in the Missouri Circuit Court. The filing of such an action shall in no way affect or interfere with the initiation of a complaint or continuation of administrative proceedings thereon, pursuant to the provisions of this ordinance;

- (13) to delegate any of his powers or duties provided for by this or any other ordinance to one or more staff employees of the Agency, except that (a) all charges referred to the Commission for hearing must be signed by the Director and (b) all subpoenas issued pursuant hereto must also be signed by the Director.

Section Nine. Prohibited Discriminatory Practices.

- (A) Discriminatory practices, as defined and established by this section, are prohibited. Any person engaging in a prohibited discriminatory practice shall be guilty of an ordinance violation, which shall be punishable in the manner set out in Section 17 of this ordinance.

- (B) **DISCRIMINATION IN EMPLOYMENT.** It shall be a prohibited discriminatory employment practice:

- (1) For an employer to fail or refuse to hire, to discharge or otherwise to discriminate against any individual with respect to compensation or the terms, conditions or privileges of employment, because of race, color, age, religion, sex, familial status, disability, sexual orientation, national origin or ancestry.
- (2) For a labor organization to exclude or expel from membership, or otherwise to discriminate against any applicant or member, because of race, color, age, religion, sex, familial status, disability, sexual orientation, national origin or ancestry of any applicant or member;
- (3) For an employment agency to fail or refuse to refer for employment, or otherwise to discriminate against any individual because of race, color, age, religion, sex, familial status, disability, sexual orientation, national origin or ancestry of said individual;
- (4) For an employer, labor organization or employment agency to print or circulate or cause to be printed or circulated, any statement, advertisement or publication, or to make any inquiry in connection with prospective employment, which expresses directly or indirectly any preference, limitation, specification or discrimination because of race, color, age, religion, sex, familial status, sexual orientation, disability, national origin or ancestry, unless based upon a bona fide occupational qualification. (5) Notwithstanding paragraphs 1, 2, 3 and 4 of subsection B of this section, the age prohibition shall be limited to individuals who are at least forty (40) years of age, but less than seventy years of age.
- (6) For an academic, professional or vocational school to exclude or expel from enrollment, or otherwise to discriminate against any applicant or student, because of the race, color, religion, familial status, disability, sexual orientation, national origin or ancestry of said applicant or student.
- (7) For an academic, professional or vocational school to or circulate or cause to be printed or circulated, a statement, advertisement or publication, or to use any form of application for admission to said school, or to make any inquiry in connection with prospective enrollment in said school, which expresses directly or indirectly any preference, limitation, specification, or discrimination because of race, color, religion, sexual orientation, familial status, disability, national origin or ancestry.
- (8) It shall not be an unlawful employment practice for a school, college, university or other educational institution which is, in whole or in substantial part, owned, supported, controlled or managed by a particular religion, or by a particular religious corporation, association, or society, if the curriculum of such school, college, university or other educational institution is substantially directed toward the propagation or teaching of a particular religion, for such school, college, university or educational institution to consider the religion of an applicant in making a hiring decision for a teaching or counseling position, a professorship, or a position involving supervision of teachers, counselors or professors.
- (9) Nothing contained in this ordinance shall be interpreted to require any employer, employment agency, labor organization, or joint labor management committee subject to this ordinance to grant or accord preferential treatment to any individual or group because of the race, color, national origin or ancestry of such individual or group because or on account of an imbalance which may exist with respect to the total number or percentage of persons of any race, color, religion, sex, sexual orientation, familial status, disability, national origin or ancestry employed by any employer, referred or classified for employment by any employment agency or labor organization, admitted to membership or classified by any labor organization, or admitted to, or employed in, any apprenticeship or other training program, in comparison with the total number or percentage of persons of such race, color, religion, sexual orientation, familial status, disability, national origin or ancestry in this community, or in the available work force in this community.

(C) DISCRIMINATION IN PROVISION OF HOUSING OR REALTY.

- (1) Prohibited Discriminatory Housing or Realty Practices. It shall be a prohibited housing or realty practice and shall constitute a discriminatory housing practice:
 - (a) For any person, including, without limitation any real estate broker, salesman or agent, or any employee thereof, to discriminate against any individual because of race, color, religion, sex, sexual orientation, familial status, legal source of income, disability, national origin or ancestry, with respect to the use, enjoyment or transfer, or prospective use, enjoyment or transfer, of any interest whatsoever in realty, or with respect to the terms, conditions, privileges or services granted or rendered in connection therewith, or with respect to the making or purchasing of loans for the purchase or maintenance of residential real estate or loans in the secondary market, or the provision of other financial assistance, or with respect to the terms, conditions, privileges or services granted or rendered in connection with any interest whatsoever in realty, or with respect to the making of loans secured by residential real estate;
 - (b) For any person, including, without limitation, any banking, money lending, credit securing or other financial institution, or any officer, agent or employee thereof, to discriminate against any individual because of race, marital status, familial status, color, religion, sex, sexual orientation, disability, national origin or ancestry, with respect to the granting or withholding of credit or financial assistance, or the extending or renewing of credit or financial assistance, or modifying of rates, terms, conditions, privileges or other provisions of credit or financial assistance, or services retained or rendered, in connection with the transfer or prospective transfer of any interest whatsoever in realty, or in connection with the construction, repair, improvement or rehabilitation of realty;
 - (c) For any real estate broker, salesman or agent, or any employee thereof, or any other person seeking financial gain thereby, directly or indirectly to induce or solicit, or attempt to induce or solicit, the transfer of any interest whatsoever in realty, by making or distributing, or causing to be made or distributed, any statement or representation concerning the entry or prospective entry into the neighborhood of a person or persons of a particular race, color, religion, sex, sexual orientation, disability, familial status, national origin or ancestry or with a particular source of lawful income;
 - (d) For any person to refuse to sell or rent after the making of a bona fide offer, or to refuse to negotiate the sale or rental of, or otherwise make unavailable or deny a dwelling to any person because of race, color, religion, sex, familial status, legal source of income, disability, sexual orientation, national origin or ancestry;
 - (e) For any person to discriminate against any other person in the terms, conditions, or privileges of sale or rental of a dwelling, or in the provision of services or facilities in connection therewith, because of race, color, religion, sex, familial status, legal source of income sexual orientation, disability, national origin, or ancestry;
 - (f) For any person to make, print, or publish, or cause to be made, printed, or published any notice, statement, or advertisement, with respect to the sale or rental of a dwelling that indicates any preference, limitation, or discrimination based on race, color, religion sex, familial status, lawful source of income, sexual orientation, disability, national origin, or ancestry, or an intention to make any such preference, limitation, or discrimination;
 - (g) For any person to represent to another person because of race, color, religion sex, familial status, lawful source of income, sexual orientation, disability, national origin, or ancestry that any dwelling is not available for inspection, sale, or rental when such dwelling is, in fact, so available;
 - (h) For any person to deny any other person access to or membership or participation in any multiple listing service, real estate brokers' organization or other service, organization or facility relating to the business of selling or renting dwellings, or to discriminate against him in the terms or conditions of such access, membership, or participation on account of race, color, religion sex, familial status, sexual orientation, disability, national origin, or ancestry.
 - (i) Notwithstanding the foregoing, a person engaged in the business of furnishing appraisals of real property may take into consideration factors other than race, color, religion, national origin, sex, sexual orientation, handicap or familial status.
- (2) **Discrimination Against Persons With Disabilities.** For purposes of this subsection, the term "discriminatory practice" includes:
 - (a) discrimination against any person in the terms, conditions, or privileges of sale or rental of a dwelling, or in the provision of services or facilities in connection with such dwelling, or in the sale or rental or otherwise making unavailable or denying a dwelling to any buyer or renter because of a handicap of:

- (i) that person; or
- (ii) a person residing in or intending to reside in that dwelling after it is so sold, rented, or made available; or
- (iii) any person associated with that person,

provided, however, that a refusal to make available a unit for rent shall not be a discriminatory practice if such potential renter, the person with one or more disabilities, or a person on behalf of a person with disabilities seeks modifications to the rental property but the potential renter is unable or unwilling to pay the expense of such modifications or provide the agreement to restore the premises, where it is reasonable to do so, in accordance with the provisions of subparagraph 2(b) below.

- (b) a refusal to permit, at the expense of a person with disabilities, or another person on behalf of a person with disabilities, reasonable modifications of existing premises occupied or to be occupied by such person with disabilities, if such modifications may be necessary or desirable to afford the person with disabilities full enjoyment of the premises, except that, in the case of a rental unit, the landlord may, where it is reasonable to do so, condition permission for a modification on the renter agreeing to restore the interior of the premises to the condition that existed before the modification, reasonable wear and tear excepted;
- (c) a refusal to make reasonable accommodations in rules, policies, practices, or services, when such accommodation may be necessary to afford such person an equal opportunity to use and enjoy a dwelling; and
- (d) in connection with the design and construction of a covered multifamily dwelling for first occupancy after March 13, 1991, a failure to design and construct such dwelling, in a manner that complies with the Fair Housing Act and its implementing regulations.

Notwithstanding the above, compliance with the appropriate requirements of the American National Standard for buildings and facilities providing accessibility for persons with physical disabilities (commonly cited as "ANSI A117.1") suffices to satisfy certain requirements of the Fair Housing Act and its implementing regulations, and nothing in this section shall require a dwelling to be made available to a person whose occupancy would cause a direct threat to the health or safety of other individuals or would result in substantial physical damage to the property of others.

(3) **Exemptions.**

- (a) None of the provisions of subsection (C) of section 9, except subparagraph (C)(1)(f) thereof, shall apply to:
 - (i) any single family house sold or rented by an owner, provided that: such private individual owner does not own more than three single family dwellings at any one time; that in the case of the sale of any single family dwelling by a private owner who was not the most recent resident of such house prior to such sale, the exemption granted herein shall apply only with respect to one such sale within any twenty four month period, if such bona fide private individual owner does not own any interest in, nor is there owned or reserved any interest on his behalf, under any express or voluntary agreement, title to or rental of, or any right to all or a portion of the proceeds from the sale or rental of, more than three single family dwellings at one time; the sale or rental of any single family dwelling shall be excepted from the application of this subsection only if such house is sold or rented (A) without the use in any manner of the sales or rental facilities or the sales or rental services of any real estate broker, agent, or salesman, or of such facilities or services of any person in the business of selling or renting dwellings, or of any employee or agent of any such broker, agent, salesman, or of such facilities or services of any person in the business of selling or renting dwellings, or of any employee or agent of any such broker, and (B) without the publication, posting or mailing, after notice, of any advertisement or written notice in violation of paragraph (1)(f) of this subsection; except that nothing herein shall prohibit the use of attorneys, escrow agents, abstractors, title companies, and other such professional assistance as necessary to perfect or transfer title; or
 - (ii) rooms or units in dwellings containing living quarters occupied or intended to be occupied by no more than four families living independently of each other, if the owner actually maintains and occupies one of such living quarters as his residence.
- (b) Nothing in subsection (C) of section 9 shall prohibit a religious organization, association, or society, or any nonprofit institution or organization operated, supervised or controlled by or in conjunction with a religious organization, association, or society, from limiting the sale, rental or occupancy of

dwellings which it owns or operates for other than a commercial purpose to persons of the same religion, or from giving preference to such person, unless membership in such religion is restricted on account of race, color, national origin or disability. Nor shall anything in this subchapter prohibit a private club not in fact open to the public, which as an incident to its primary purpose or purposes provides lodgings which it owns or operates for other than a commercial purpose, from limiting the rental or occupancy of such lodgings to its members or from giving preference to its members.

- (c) The provisions of subsection (C) of section 9 regarding familial status shall not apply with respect to housing for older persons.

(D) DISCRIMINATION IN PUBLIC ACCOMMODATIONS.

It shall be a prohibited discriminatory public accommodation practice for any person, including without limitation, any owner, lessee, manager, proprietor, custodian, agent or employee of a place of public accommodation, to discriminate against any individual because of race, color, religion, sexual orientation, familial status, legal source of income, disability, national origin or ancestry, with respect to the terms, conditions and privileges of access to or with respect to the uses, services and enjoyment of a place of public accommodation.

(E) DISCRIMINATION IN CITY ACTIVITIES OR PROGRAMS.

No person shall, on the ground of race, marital status, color, age, religion, sexual orientation, familial status, disability, national origin or ancestry, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving funding or other financial assistance or relief directly or indirectly from the City of St. Louis.

(F) UNLAWFUL INTIMIDATION OR RETALIATION.

It shall be a prohibited discriminatory practice for any person, directly or indirectly, to discriminate, coerce, intimidate, threaten, interfere with, or retaliate against any person because he has: opposed any practice made unlawful by this Ordinance; has exercised his rights, or encouraged another to exercise his rights under this Ordinance; or because he has filed a complaint, cooperated with an investigation of an alleged prohibited discriminatory practice, testified at a hearing held by the Commission, or otherwise assisted in any proceeding under this Ordinance.

(G) UNLAWFUL INTERFERENCE.

It shall be unlawful to interfere with any person in the exercise or enjoyment of, or on account of his having exercised or enjoyed, rights granted and protected by this ordinance.

(H) EXEMPTIONS.

- (1) Nothing in this Ordinance shall limit the applicability of any reasonable local, State or Federal restrictions regarding the maximum number of occupants permitted to occupy a dwelling, nor shall any provision of this Ordinance regarding familial status apply with respect to Housing for Older Persons.
- (2) Nothing in this Ordinance shall prohibit conduct against a Person because such Person has been convicted by any court of competent jurisdiction of the illegal manufacture or distribution of a controlled substance as defined by State and Federal law.
- (3) A Person shall not be held personally liable for monetary damages for a violation of this Ordinance if such Person reasonably relied, in good faith, on the application of the exemption under this section relating to Housing for Older Persons. For the purpose of this subparagraph 3, a Person may only show good faith reliance on the application of this exemption by showing that:
 - (a) such Person has no actual knowledge that the facility or community is not or will not be eligible for such exemption; and
 - (b) the facility or community has stated formally, in writing, that the facility or community complies with the requirements for such exemption.

Section Ten. Agency Action; Preliminary Matters.

(A) Complaints and Answers.

- (1) An aggrieved person may, not later than one hundred eighty (180) days after an alleged prohibited discriminatory practice has occurred or terminated, file a complaint with the Director. Such complaint shall be in writing, and shall contain such information and be in such form as required by the Director. An agent or attorney of complainant may sign such complaints. Notice shall be served on complainants and respondents consistent with the "notice provisions" of this Section Ten. Where a complaint alleges that a respondent has engaged in a prohibited discriminatory practice which would also be a violation of the provisions of Chapter 213 R.S.Mo.,

the complaint shall be handled and investigated as a complaint alleging violation of state law.

- (2) The Director, on his own initiative, may also file a complaint. Complaints shall be in writing and shall contain such information and be in such form as those complaints filed by aggrieved persons. Where a Director's complaint alleges that a respondent has engaged in a prohibited discriminatory practice that violates the Ordinance and the provisions of Chapter 213 R.S.Mo., the complaint shall be handled and investigated as a complaint alleging violation of state law. The Director shall have authority to determine whether a complaint should be filed.
 - (3) Whenever a complaint alleges a prohibited discriminatory practice that, if proven true, would violate this Ordinance, but does not violate any of the provisions of Section 213 R.S. Mo., the Director shall cause such complaint to be investigated, and if the Director determines that there is probable cause to believe that a prohibited discriminatory practice has occurred, the Director shall refer the matter to the City Counselor for prosecution.
 - (4) Any complaint which is filed with the federal Equal Employment Opportunity Commission, the Missouri Commission on Human Rights, or other federal or state agency with which the Commission or Director has entered into a work sharing or deferral agreement shall be deemed filed with the Director on the date that such complaint is received by such federal or state agency. A copy of all complaints with respect to which the Missouri Commission on Human Rights would have jurisdiction shall be forwarded to the Missouri Commission on Human Rights within seven days after the complaint is filed with the Director.
 - (5) As soon as practicable upon receipt of a complaint, the Director shall make a determination as to whether the Agency will defer or waive further action thereon pursuant to agreement with Federal or Missouri governmental entities having jurisdiction over a substantially identical complaint filed by the same complainant under similar Federal or Missouri law, in which case the Director shall notify the complainant and the respondent of such deferral or waiver.
 - (6) When a complaint has been filed, the Director shall:
 - (a) serve notice upon the complainant acknowledging filing of the complaint and advising the complainant of the time limits and choice of forums available pursuant to federal and state law and this Ordinance.
 - (b) not later than ten (10) days after such filing, or the identification of an additional person whom the complainant or the Director determines should be added as a respondent, serve on the respondent a notice identifying the alleged prohibited discriminatory practice and advising the respondent of the procedural rights and obligations of respondents under this ordinance, together with a copy of the original complaint.
 - (7) A respondent may file, not later than ten (10) days after receipt of a notice from the Director pursuant to paragraph (2) of this subsection, an answer to the complaint, provided, however, that such answer, for the purpose of meeting the of the ten-day time limitation specified in this subparagraph, may consist of an acknowledgment of receipt of complaint together with a request for an extension of an additional twenty (20) days or less for the filing of a complete answer.
 - (8) Complaints and answers shall be under oath or affirmation and may be reasonably and fairly amended at any time.
 - (9) A person who is not initially named as a respondent in a complaint, but whom complainant believes should be added as a respondent, or who is identified as a potential violator of the provisions of this ordinance and/or Chapter 213 R.S.Mo. during investigation of the complaint, may be joined as an additional or substitute respondent upon written notice from the Director. Such notice shall specify the reasons such person is being added as respondent.
 - (10) Where the Director has deferred or waived action pursuant to the provisions of paragraph (3) of this subsection, he shall take no further action thereon under the provisions of this Ordinance.
- (B) Conciliation.
- (1) During the period beginning with the filing of a complaint and ending with either a probable cause determination or dismissal, the Agency shall, to the extent feasible, engage in conciliation with respect to such complaint.
 - (2) A conciliation agreement arising out of such conciliation shall be an agreement between the respondent and the complainant, and shall be subject to approval by the Director.
 - (3) A conciliation agreement may provide for binding arbitration of the dispute from which the complaint arises. Any such arbitration conducted pursuant to a conciliation agreement may award appropriate relief, including monetary relief.

- (4) Every conciliation agreement resolving a complaint filed pursuant to this section alleging violation of subsection (C) of Section Nine of this ordinance shall be made public, unless the complainant and respondent agree otherwise and the Director determines that disclosure of the agreement is not required to further the purposes of this ordinance. Every conciliation agreement resolving a complaint filed pursuant to this section alleging violation of either subsection (B) or (D) of section nine of this ordinance shall only be disclosed or made public if complainant and respondent agree to have such agreement made public.
- (5) Nothing said or done in the course of attempts to conciliate a complaint may be made public or used as evidence in a subsequent proceeding under this ordinance without the written consent of the person(s) concerned.
- (6) Breach of a conciliation agreement resolving a complaint filed hereunder shall constitute a violation of this ordinance. Where the Director has reason to believe that such a breach has occurred he may attempt further conciliation and/or refer the matter to the City Counselor for prosecution in municipal court.
- (7) Where a complaint alleges an action or occurrence which would constitute a violation of the provisions of Chapter 213 R.S.Mo., and the complainant and the respondent have thereafter entered into a conciliation agreement which has subsequently been violated by the respondent, the Director shall recommend to the City Counselor or to the Attorney General of the State of Missouri that an action be filed for enforcement of the conciliation agreement.

(C) Investigation.

- (1) The Agency shall make an investigation of the complaint of prohibited discriminatory practice, commencing before the end of the 30th day after receipt of the complaint, and completing such investigation within 100 days after the filing of the complaint, unless it is impracticable to do so. If the Agency is unable to complete the investigation within 100 days after the filing of the complaint, the Director shall continue the investigation and shall notify the complainant and respondent in writing of the reasons for not completing the investigation within 100 days. The Agency must make final administrative disposition of a complaint within one year of the date of receipt of a complaint, unless it is impracticable to do so. If the Agency is unable to do so, it shall notify the parties in writing, of the reasons for not doing so, and continue the investigation until complete. If the parties enter into a conciliation agreement pursuant to the provisions of Section Ten(B) of this Ordinance, the investigation shall be terminated upon approval of the conciliation agreement by the Director.
- (2) The Agency may, in assistance of its investigation, direct interrogatories to any or all complainants and/or respondents. Parties shall respond thereto within twenty (20) days of issuance thereof.
- (3) At the conclusion of the investigation of a complaint pursuant to the provisions of this section, the Agency shall prepare a final investigative report which shall contain the names and dates of contacts with witnesses and a summary of statements made by such witnesses; a summary and the dates of correspondence and contact with the complainant(s) and respondent(s); a summary of other pertinent documents examined by the Agency; and answers to interrogatories propounded by the Agency. This report may be amended if additional relevant evidence is uncovered subsequent to filing of the report. The investigative report shall be made available to both the complainant and the respondent. Until completion of such a report, a party shall only be given access to documents in the possession of the Commission or Agency which that party provided to the agency.

(D) Prompt Judicial Action to Preserve Rights.

If the Director concludes at any time subsequent to the filing of a complaint that prompt judicial action is necessary to protect or prevent frustration of rights protected by Chapter 213 R.S.Mo., he shall authorize a civil action for appropriate temporary or preliminary relief pending final disposition of a complaint filed pursuant to the provisions of this section. Upon receipt of such authorization, the City Counselor may commence and maintain such an action. The commencement of a civil action under this subsection does not affect the initiation or continuation of administrative proceedings pursuant to this Ordinance.

(E) Probable Cause Determination and Effect.

- (1) Within ten (10) days of conclusion of an investigation of a complaint, the Director shall make a determination as to whether probable cause exists, based on the investigation, to believe that the respondent has committed or engaged in a prohibited discriminatory practice or is about to commit or engage in a prohibited discriminatory practice.
- (2) If the Director determines that probable cause exists to believe that a prohibited discriminatory practice has occurred or is about to occur which would also constitute a violation of any of the provisions of Chapter 213 R.S.Mo., he shall immediately issue a charge on behalf of the complainant which shall be referred to a hearing officer for further proceedings pursuant to section 11 of this Ordinance. Such charge shall consist of a short and plain statement of the facts upon which the Director has found reasonable cause to believe that a prohibited discriminatory practice has occurred or is about to occur. It need not be limited to the facts or grounds alleged in the complaint.

- (3) If the Director determines that probable cause exists to believe that a prohibited discriminatory practice has occurred which does not constitute a violation of the provisions of Chapter 213 R.S.Mo., he shall immediately refer such matter to the City Counselor for prosecution in municipal court. In such case, the Director may continue efforts at conciliation.
- (4) If the Director determines that no probable cause exists to believe that a prohibited discriminatory practice has occurred or is about to occur, he shall immediately dismiss the complaint. The Director shall make public all dismissals of a complaint.
- (5) No charge shall be issued under this section after the commencement of the trial of a civil action, initiated by a complainant under either state or federal law, which seeks relief with respect to the prohibited discriminatory practice alleged in the complaint.
- (6) Immediately upon issuing a charge, the Director shall cause a copy thereof, together with information as to how an election may be made pursuant to '213.076 R.S.Mo. and the effect of such an election, to be served on each complainant and respondent, together with notice of the time and place that a hearing on the charge will be held, unless an election is made pursuant to '213.076 R.S.Mo.

Section Eleven. Administrative Proceedings Subsequent to Issuance of Charges.

- (1) The Director may issue subpoenas to compel the attendance of witnesses at hearings held before a hearing officer on a charge either on his own motion or at the request of either the complainant or the respondent. Any person who willfully fails or neglects to attend and testify at a hearing pursuant to subpoena issued pursuant hereto shall be in violation of this Ordinance. The Director shall also have authority to seek judicial enforcement of subpoenas issued by him.
- (2) Any party to a complaint on which a charge has been issued may take and use depositions, written interrogatories, requests for production of documents and other materials, and requests for admissions, and all other forms of discovery authorized by the Rules of Civil Procedure in the same manner, upon, and under the same conditions, and upon the same notice, as is or may hereafter be provided for with respect to the taking and using of depositions, written interrogatories, requests for production of documents and other materials, and requests for admissions, and all other forms of discovery authorized by the Rules of Civil Procedure in civil action in state circuit court. The hearing officer appointed to conduct a hearing on a charge may establish a schedule for conduct of discovery in such matter and shall have authority to seek judicial sanctions against any party willfully failing to comply with a request for discovery.
- (3) Where no election has been made under '213.076 R.S.Mo. with respect to a charge issued by the Director, a hearing shall be held thereon by a hearing officer appointed by the Director, unless the respondent admits to having committed the violations as set forth in the charge. This hearing shall be held at the place and time designated in the original notice of the charge, unless the hearing be continued by written order of the hearing officer. In any event, hearings on a charge shall commence within 120 days following issuance of the charge, unless it is impracticable to do so. If hearings are not to be commenced within 120 days of issuance of the charge, the hearing officer shall notify the Director, the complainant(s) and the respondent(s) of the reason for not doing so. At said hearing, each party may appear in person, be represented by counsel, present evidence, and cross examine witnesses. Any aggrieved person may intervene as a party in the proceeding. The admission of evidence at the hearing shall be controlled by the provisions of '536.070 R.S.Mo. The hearing officer shall have full authority to call and examine witnesses, admit or exclude evidence and rule upon all motions and objections.
- (4) No charge shall be resolved prior to issuance of a final order without consent of all complainants on whose behalf the charge has been issued.
- (5) Administrative proceedings under this section regarding any alleged prohibited discriminatory practice shall be dismissed or held in abeyance after the beginning of trial on a civil action commenced by a complainant under federal or state law, seeking relief with respect to such alleged prohibited discriminatory practice, and the Director shall not issue charges with respect to such complaint after such trial has commenced.
- (6) Within sixty (60) days of the conclusion of the hearing on a charge, the hearing officer shall file recommended findings of fact, conclusions of law, and a proposed order with the Commission. A tape recording of the proceedings at the hearing, together with copies of all exhibits introduced into evidence at the hearing, shall also be filed with the Commission.
- (7) Upon receipt of the above, the Commission shall appoint a panel of at least three members of the Commission, or shall act as a whole, to review the tape and the proposed findings of fact, conclusions of law and recommended order prepared by the hearing officer. Within thirty days of the receipt of a

submission from a hearing officer, the panel, or the Commission acting as a whole where it has decided to proceed in such manner, shall issue findings of fact, conclusions of law and a final order. Where review of the record and hearing officer's submission has been assigned to a panel of the Commission, the findings of fact, conclusions of law, and order issued by that panel shall be the findings of fact, conclusions of law and order of the Commission as a whole.

- (8) If the Commission finds that a respondent has engaged, or is about to engage, in a prohibited discriminatory practice, the Commission shall promptly issue an order for such relief, as provided for by subsection (11) of '213.075 R.S.Mo., as may be appropriate and authorized by law.
- (9) No order issued by the Commission shall affect any contract, sale, encumbrance, or lease consummated before the issuance of such order and involving a bona fide purchaser, encumbrancer or tenant without actual notice of the charge filed pursuant to this section.
- (10) Upon issuing its order, the Commission shall, within thirty (30) days thereof, submit said order to the Missouri Commission on Human Rights for review. Within forty five (45) days of issuance of its order, it shall transmit a written copy of the transcript of the hearing and a complete copy of the written record to the Missouri Commission on Human Rights. No decision of the Commission shall be final for purposes of enforcement or appeal, until either the order is affirmed by a hearing examiner of the Missouri Commission or more than ninety days pass from the date upon which the complete transcript and record was received by the Missouri Commission without any opinion being issued thereon by the state commission's hearing examiner.
- (11) In the case of an order finding that a respondent engaged in a prohibited discriminatory practice that occurred in the course of a business which requires licensing or permitting by a governmental agency (other than a business license or occupancy permit), the Director shall, within thirty days of an order of the Commission becoming final, send copies of the Commission's findings of fact, conclusions of law and order to that agency, together with a recommendation of appropriate disciplinary action.
- (12) Where a respondent has been found to have engaged in a prohibited housing or realty practice twice within the preceding five year period, the Director shall send a copy of each order to the Assistance Secretary for Fair Housing of the Department of Housing and Urban Development, to the Missouri Commission on Human Rights, the Missouri Attorney General, and the City Counselor.
- (13) If the Commission finds that the respondent has not engaged and is not about to engage in a prohibited discriminatory practice, he shall enter an order dismissing the charge. The Director shall make public each such dismissal.

Section Twelve. Judicial Review.

Any party aggrieved by a final decision of the Commission shall have the right to seek judicial review of such decision, as in other contested cases, pursuant to the provisions of Chapter 536 R.S.Mo. Any petition for judicial review of a final order of the Commission must be filed within thirty days of the date on which such order became final.

Section Thirteen. Enforcement of Commission Orders.

- (A) If no petition for judicial review is filed within thirty (30) days of the date on which an order of the Commission becomes final, The Director may authorize the City Counselor to file suit in Circuit Court seeking enforcement of the Commission's order, as provided for in '213.085.3 R.S.Mo. The City Counselor shall thereafter file a petition in Circuit Court seeking to enforce the Commission's decision. The relief which may be granted on such petition, and the procedure thereon, shall be that provided by '213.085.3 R.S.Mo.
- (B) If no petition is filed by the City Counselor for enforcement of a Commission order within sixty days of issuance of said order, a complainant entitled to relief under such order may file a petition for enforcement as provided by '213.085.4 R.S.Mo.

Section Fourteen. Representation of Complainant Where Election is Made Pursuant to '213.076.1 R.S.Mo.

If the Director has made a finding of probable cause and an election is made pursuant to Section 213.076.1, R.S.Mo., the Director shall request that the City Counselor file suit on behalf of the City and, if one or more complainants or aggrieved persons choose not to retain private counsel, on behalf of any complainant or aggrieved person not represented by private counsel. Within thirty days (30) of such request being made, the City Counselor, or private counsel retained under contract by the City Counselor, shall commence and maintain a civil action in Circuit Court in the name of the City and any complainant not represented by private counsel seeking relief as authorized by Chapter 213, R.S.Mo. Should the City Counselor prevail in such suit, he is hereby authorized and directed to seek attorney's fees. Any attorney's fees recovered by the City shall be paid into the general revenue fund of the City. The City Counselor may retain private counsel to commence and maintain the lawsuit, but shall not through such retention delegate decision-making authority with respect to such suit to such private counsel.

Section Fifteen. Savings Clause.

- (A) The substantive rights, duties and liabilities of any person which have arisen or accrued pursuant to any Ordinance repealed hereby shall not be extinguished, prejudiced or otherwise altered due to the repeal of said Ordinances and the adoption hereof but shall be reserved until satisfied, resolved and terminated, pursuant to the provisions of said ordinances.
- (B) The rights, duties and liabilities of any person, as that term is defined hereinafter, which arise after the effective date of this ordinance, shall be governed by the provisions of this ordinance.

Section Sixteen. Severability Clause.

If any provision of this Ordinance shall be held invalid, the remainder of this Ordinance, to the extent severable therefrom, shall not thereby be invalidated.

Section Seventeen. Penalty.

Any person convicted of violation of this Ordinance shall be punished by a fine of not less than Two Hundred Fifty Dollars (\$250.00) nor more than Five Hundred dollars (\$500.00), or by imprisonment for not more than ninety (90) days or by both such fine and imprisonment, unless a higher maximum fine is subsequently dictated by Charter amendment, in which case the maximum fine shall be increased to such higher maximum authorized by the amendment.

Section Eighteen. Construction of this Ordinance.

The provisions of this Ordinance shall be construed liberally for the accomplishment of the purposes thereof.

Section Nineteen. Emergency Clause.

This Ordinance being necessary for the immediate preservation of the public safety and welfare, it is hereby declared to be an emergency measure, and shall be effective immediately upon its passage and approval by the Mayor.

Approved: June 13, 2006

**ORDINANCE #67120
Board Bill No. 44**

IN ORDINANCE RECOMMENDED BY THE BOARD OF ESTIMATE AND APPORTIONMENT AND THE PARKING COMMISSION OF THE CITY OF ST. LOUIS AND AUTHORIZING AND DIRECTING THE CITY, ACTING THROUGH THE TREASURER OF THE CITY IN HIS CAPACITY AS SUPERVISOR OF PARKING METERS, TO ISSUE SUBORDINATED PARKING REVENUE BONDS IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$3,533,000 AT ANY TIME OUTSTANDING; SETTING FORTH CERTAIN TERMS AND CONDITIONS FOR SUCH BONDS; APPROVING AND AUTHORIZING THE EXECUTION AND DELIVERY OF THE BOND PURCHASE AGREEMENT AUTHORIZING A FUTURE ADVANCE DEED OF TRUST AND SECURITY AGREEMENT; AND AUTHORIZING THE TAKING OF FURTHER ACTIONS WITH RESPECT THERETO; AUTHORIZING THE TAKING OF OTHER ACTIONS, APPROVAL AND EXECUTION OF OTHER DOCUMENTS AS NECESSARY OR DESIRABLE TO CARRY OUT AND COMPLY WITH THE INTENT HEREOF; AND CONTAINING SEVERABILITY AND EMERGENCY CLAUSES.

WHEREAS, the City of St. Louis, Missouri, acting through its Treasurer in his capacity as the Supervisor of Parking Meters, and its successors and assigns (the "Issuer"), is authorized under the laws of the State of Missouri, including Section 82.485, Missouri revised Statutes, as amended, to issue revenue obligations and pledge parking assets including future income for the purpose of capital improvements and debt service; and

WHEREAS, the City has determined that it is necessary and desirable to provide funds to pay all or a portion of the costs of constructing a parking facility, all as provided in the Bond Purchase Agreement referred to below; and

WHEREAS, the City is now prepared to enter into a Bond Purchase Agreement (the "Bond Purchase Agreement") with Pioneer Bank and Trust Company (the "Bank") under which the issuer may issue and sell its Subordinated Parking Revenue Bonds (each a "Bond" and, collectively, the "Bonds") in an aggregate principal amount not to exceed \$3,533,000 outstanding at any one time, the proceeds of which will be used to acquire real estate for future parking facilities and/or to pay all or a portion of the costs of constructing a parking facility; and

WHEREAS, it is necessary and desirable that at the issuer enter into the Bond Purchase Agreement and that the City execute certain other documents; and

WHEREAS, the Bonds shall state that such Bonds do not constitute an indebtedness of the City, the State of Missouri or any political subdivision thereof within the meaning of any constitutional or statutory debt limitation or restriction and the taxing power of the City, the State of Missouri or any political subdivision thereof is not pledged to the payment of the principal of premium,

if any, or interest on the Bonds.

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

Section 1. Definitions. As used in this Ordinance and to the extent not otherwise defined in the preambles hereto or in the Bond Purchase Agreement, the following words or phrases have the following meanings:

“**Issuer**” means the City of St. Louis, Missouri, acting through its Treasurer in his capacity as the Supervisor of Parking Meters, and its successors and assigns.

“**Parking Revenues**” means all monies derived from the issuance, assessment or assignment of parking violation tickets, tags, fees, fines, charges, penalties, interest, earnings or other similar revenues by employees, agents or representatives of the Treasurer presently or in the future generated by and payable to the Treasurer for or in connection with the parking of motor vehicles on streets or in or on present or future off-street and on-street parking lots, areas, garages or other similar facilities, including meter collections, parking violations, fines and penalties and permit fees.

Parking Revenues shall also include all monies derived from non-parking rental income for or in connection with said present or future off-street and on-street parking lots, areas, garages or other similar facilities.

“**TVB Parking Revenues**” means all monies derived from the issuance, assessment or assignment of parking violation tickets, tags, fees, fines, charges, penalties or other similar revenues by employees, agents or representatives of the City other than the employees, agents or representatives of the Treasurer presently or in the future generated by and payable to the City for or in connection with the parking of motor vehicles on streets, including parking violations, fines and penalties.

Section 2. Findings, Determinations and Declarations. The Board of Aldermen hereby finds, determines and declares as follows:

(a) The issuance of the Bonds, the sale and delivery thereof to the Bank under the Bond Purchase Agreement and the use of the proceeds thereof to pay all or a portion of the costs of constructing a parking facility is necessary and desirable for the use and benefit of the City.

(b) It is in the best interests of the City that the funds and accounts as provided in the Bond Purchase Agreement be maintained to facilitate any future parking facility projects in the event that such projects and the use of such funds and accounts in connection therewith are approved and authorized by subsequent ordinances.

(c) In approving the execution of the Bond Purchase Agreement and the issuance of the Bonds thereunder, it is the intention of the Board of Aldermen, that:

(i) The aggregate principal amount of Bonds outstanding at any one time shall not exceed \$3,533,000;

(i) The Bonds may be issued with the approval of the Parking Commission of the City of St. Louis as provided in the Bond Purchase Agreement; and

(iii) No bonds or other obligations of any kind or description for such purpose other than the Bonds shall be issued or sold without authorization by a subsequent City ordinance and the approval of the Parking Commission of the City of St. Louis; and

(iv) This Ordinance authorizes the issuance and sale of the Bonds only.

(d) It is necessary and appropriate in connection with the issuance of the Bonds that, in the Bond Purchase Agreement, the Issuer agrees to carry out the provisions of the Bond Purchase Agreement relating to establishing and collecting parking rates and charges.

SECTION 3. Authorizing of the Bonds.

(a) The Board of Aldermen, acting as the governing body of the City and on the recommendation of the Board of Estimate and Apportionment and the Parking Commission of the City of St. Louis, does hereby authorize the Issuer to issue the Bonds in an aggregate principal amount not to exceed \$3,533,000 outstanding at any one time, the proceeds of which shall be used to pay all or a portion of the cost of constructing a parking facility.

(b) The Bonds shall: (i) each have a final maturity of not more than April 15, 2009; (ii) bear rates of interest at not more than the rates permitted by applicable Missouri law and as set forth in the Bond Purchase Agreement; and (iii) be issued to the Bank in accordance with the Bond Purchase Agreement. Subject to the provisions of this Ordinance, the Bonds shall be dated, mature, appear in such denominations, bear interest at such times and have such other terms and provisions as provided in the Bond Purchase Agreement.

(c) The payment of the costs of issuance of the Bonds out of the proceeds of the Bonds, and other available funds, is hereby approved on behalf of the City.

SECTION 4. Limited Obligations. The Bonds and the interest thereon shall be limited obligations of the Issuer payable by the Issuer on a subordinated basis, as provided in the Bond Purchase Agreement, out of the Parking Revenues, the assignment of rents and revenues from the Chouteau Building, and the TVB Parking Revenues. The Bonds and the interest thereon shall not constitute an indebtedness of the City, the State of Missouri or any political subdivision thereof within the meaning of any constitutional or statutory debt limitation or restriction and the taxing power of the City, the State of Missouri or any political subdivision thereof is not pledged to the payment of the principal of premium, if any, or interest on the Funds.

SECTION 5. Approval of Documents.

(a) **Bonds.** The Bond form, in the form attached hereto as an exhibit to the Bond Purchase Agreement, is hereby approved on behalf of the City. The proper officials of the City are hereby authorized and directed to execute and deliver the Bonds on behalf of the City in the manner provided in the Bond Purchase Agreement in such form and with such changes, modifications or completions thereof not inconsistent with the provisions of this Ordinance, as the City officials executing the same shall approve, and the signatures of the City officials executing the same shall be conclusive as to their approval of such changes, modifications or completions on behalf of the City. If any of the officials who shall have signed or sealed any of the Bonds shall cease to be such officials of the City before the Bonds so signed and sealed have been actually delivered by the City, such bonds nevertheless may be authenticated, issued and delivered with the same force and effect as though the person or persons who signed or sealed such Bonds had not ceased to be such official or officials of the City; and any such Bonds also may be signed and sealed on behalf of the City by those persons who, at the actual date of the execution of such Bonds, shall be the proper officials of the City, although at the date of such Bonds any such person shall not have been such official of the City.

(b) **Bond Purchase Agreement.** The Bond Purchase Agreement, in the form attached hereto as EXHIBIT A, is hereby approved on behalf of the City. The Mayor, the Comptroller, the Treasurer, with the advice as to form of the City Counselor, and other appropriate City officials are hereby authorized and directed to execute and deliver the Bond Purchase Agreement in such form and with such changes, modifications or completions thereof, not inconsistent with the provisions of this Ordinance, including, without limitation, Section 4 hereof, as the City officials executing the same shall approve, and the Register is hereby authorized and directed to affix the corporate seal of the City thereto and to attest the same, and the signatures of the City officials executing the same shall be conclusive as to their approval of such changes, modifications or completions on behalf of the City.

(c) **Future Advance Deed of Trust and Security Agreement.** The Future Advance Deed of Trust and Security Agreement, in the form attached hereto as EXHIBIT B, is hereby approved on behalf of the City. The Treasurer and other appropriate City officials are hereby authorized and directed to execute and deliver the Future Advance Deed of Trust and Security Agreement in such form and with such changes, modifications or completions thereof, not inconsistent with the provisions of this Ordinance, including, without limitation, Section 4 hereof, as the City officials executing the same shall approve, and the Register is hereby authorized and directed to affix the corporate seal of the City thereto and to attest the same, and the signatures of the City officials executing the same shall be conclusive as to their approval of such changes, modifications or completions on behalf of the City.

SECTION 6. TVB Parking Revenues. The Board of Aldermen hereby expressly approves and authorizes the use of TVB Parking Revenues as an additional source of money for the payment of the Bonds, pursuant to and as provided in the Bond Purchase Agreement. TVB Parking Revenues are hereby declared to be "other revenues" available to the Treasurer under Section 82.485 Missouri Revised Statutes (1992), as amended.

SECTION 7. Authorization or Ratification of Funds and Accounts. The provisions of any ordinance to the contrary notwithstanding, the Treasurer is hereby authorized to ratify or create and to maintain and administer, in connection with the Bonds, the funds and accounts to be maintained by the Treasurer pursuant to the Bond Purchase Agreement.

SECTION 8. Incorporation of Exhibits. All Exhibits to this Ordinance are incorporated herein and made part of this Ordinance by this reference.

SECTION 9. Further Authority. The City shall, and the Mayor, the Comptroller, the Treasurer, with the advice as to form of the City Counselor, and other appropriate officials, 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, comply with and perform the duties of the City. The Parking Commission of the City of St. Louis and the Issuer shall be authorized to take all measures consistent herewith and with the Bond Purchase Agreement deemed necessary to generate the projected Parking Revenues and TVB Parking Revenues to meet or exceed the required level thereof.

SECTION 10. Severability. The sections of this Ordinance shall be severable. In the event that any section of this Ordinance is found by a court of competent jurisdiction to be unconstitutional, the remaining sections of this Ordinance shall be valid, unless the court finds the valid sections of this Ordinance are so essentially and inseparably connected with, and so dependent upon, the void section that it cannot be presumed that the Board of Aldermen would have enacted the valid section without the void ones; or unless the court finds the valid sections, standing alone, are incomplete and incapable of being executed in accordance with legislative intent.

SECTION 11. Emergency. This being an Ordinance providing for a public work or improvement, it is hereby declared to be an emergency measure within the meaning of Section 19 and 20 of Article IV of the Charter of The City of St. Louis and shall become effective immediately upon its passage by the Board of Aldermen and its approval by the Mayor.

EXHIBIT A

\$3,533,000
THE CITY OF ST. LOUIS, MISSOURI

PARKING REVENUE BONDS
(Park East Lofts Garage)
Series 2006

BOND PURCHASE AGREEMENT

_____, 2006

The City of St. Louis, Missouri
City Hall, Room 220
1200 Market Street
St. Louis, Missouri 63103

Ladies and Gentlemen:

The undersigned, Pioneer Bank and Trust Company (the "Bank") hereby agrees with The City of St. Louis, Missouri (the "City"), acting through its Treasurer (the "Treasurer") in his capacity as Supervisor of Parking Meters (the "Issuer"), to purchase the above-captioned bonds (the "Bonds") on the terms and conditions contained in this agreement (the "Bond Purchase Agreement").

1. **Definitions.** In addition to terms defined as they are introduced into the text, as used herein the following terms have the following meanings:

1.1. "Architect" means _____.

1.2. "Asset Sales" means the sale of fifty (50) public parking spaces from within the Project by Treasurer pursuant to the conditions and requirements of the Redevelopment Agreement.

1.3. "Chouteau Building" means the office building and premises commonly known as the Chouteau Building, located at 133 South 11th Street, St. Louis, Missouri 63102

1.4. "Collateral" means collectively: (a) the Project, the goods, materials, supplies, inventory, equipment, machinery, furniture, and fixtures of Issuer located on or purchased by Issuer to be used in connection with the Project; general intangibles of the Issuer relating to the development or use of the Project; all drawings, designs, specifications, blue prints, plans, promotional brochures, mailing lists, records and customer lists in any way relating to the Project; contract rights, receivables or other indebtedness owed to the Issuer from whatever source with respect to the Project or any Collateral; all proceeds, substitutes, replacements, accretions, accessions and products of any of the foregoing;

(b) all other property, rights and interests described in Section 2(c) and (d) hereof.

1.5. "Chouteau Building Rents" means all monies derived by the Treasurer from the ownership and operation of the Chouteau Building, less any reasonable and necessary expenses (accounted for in accordance with generally accepted accounting principles except where otherwise stated, but excluding depreciation and similar non-cash expenditures) of administering, monitoring, operating and maintaining the building and premises, including any reserves or expenditures for unusual or extraordinary maintenance or repairs.

1.6. "Collateral Documents" means all of the documents specified in Section 2(c) and (d) hereof.

1.7. "Commencement Date" means the date the construction of the Project commences in accordance with the Plans and Specifications, which date is no later than _____.

1.8. "Completion Date" means the completion date specified in the Construction Contract for the Project as the same may be extended by circumstances beyond the reasonable control of Issuer and normally constituting force majeure, but in no event beyond _____, 200__.

1.9. "Construction Contract" means that certain construction contract by and between the Issuer and the Contractor providing for construction of the Project.

1.10. "Construction Period" means that period of time from the Commencement Date until the Completion Date, but in no event not more than _____ () months from the date hereof.

1.11. "Contractor" means Opus NWR Construction LLC, which shall be the general contractor with whom the Issuer shall contract for construction of the Project.

1.12. "Detailed Cost Breakdown" means that certain detailed cost breakdown, containing the items described in Section 6.1(b)(xii) hereof.

1.13. "Economic Activity Taxes" or "EATs" shall have the meaning ascribed to such term in Section 99.805(4), Missouri Revised Statutes (2000), as amended.

1.14. "EATs Account" means the Economic Activity Tax Account within the Special Allocation Fund.

1.15. "Enabling Legislation" means Section 82.485, Missouri Revised Statutes, as amended, and Chapter 108, Missouri Revised Statutes, as amended.

1.16. "Engineer" means _____ or another engineer selected by the Issuer and satisfactory to the Bank.

1.17. "Environmental Law" means the Resource Conservation and Recovery Act, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, any so-called "Superfund" law or any "Superlien" law, the Toxic Substances Control Act, and any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning, any Hazardous Materials or other hazardous, toxic or dangerous waste, substance or constituent, or other substance, whether solid, liquid or gas, as now or at any time hereafter in effect.

1.18. "Environmental Reports" means the environmental reports respecting the Project site and the Chouteau Building dated _____, 200__, prepared by _____.

1.19. "Financial Statements" means the financial statements delivered pursuant to Section 4(j).

1.20. "Financing Document" means and includes each of this Bond Purchase Agreement, the Bonds, the Future Advance Deed of Trust – Project Site, the Future Advance Deed of Trust – Chouteau Building, and the following documents of even date herewith: Assignment of Rents and Leases – Chouteau Building, Assignments of Rents and Revenues, with Subordination Clause, Agreement to Assign Certain Revenues, Assignment of Construction Contract, Assignment of Plans and Specifications, Assignment of General Intangibles and Environmental Indemnification Agreement.

1.21. "Hazardous Materials" means any hazardous substance or pollutant or contaminant defined as such in (or for the purposes of) any Environmental Law and shall include, but shall not be limited to, petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature or pressure (60 degrees Fahrenheit at 14.7 pounds per square inch absolute), any radioactive material, including, but not limited to, any source, special nuclear or by-product material as defined at 42 U.S.C. section 2011 et seq., as amended or hereafter amended, and asbestos in any form or condition.

1.22. "Future Advance Deed of Trust – Project Site" means the first priority future advances Deed of Trust and Security Agreement in favor of Bank encumbering the Project and securing the Bonds.

1.23. "Future Advance Deed of Trust – Chouteau Building" means the first priority future advances Deed of Trust and Security Agreement in favor of Bank encumbering the Project and securing the Bonds.

1.24. "Inspecting Engineer" means a licensed professional engineer which may be selected by the Bank from time to time and reasonably satisfactory to the Issuer.

1.25. "Laws" means all ordinances, statutes, rules, regulations, orders, injunctions, writs or decrees of any government or political subdivision or agency thereof, or any court or similar entity established by any thereof.

1.26. "Loan Budget" means the final budget prepared by the Issuer, as approved by the Bank, showing, on a line-by-line basis, the maximum limit of expenditures from the Bond proceeds for each line category (subject to adjustment of any line category by discernable savings from other budget line categories) for construction of the Project.

1.27. "Loan Clearing Account" means the Money Market Maximizer deposit account of the Issuer to be established and maintained with the Bank as hereinafter required.

1.28. "Loan Out of Balance" means any time at which the funds remaining to be disbursed under this Bond Purchase Agreement are insufficient to: (i) cover anticipated interest expenses from the date of issuance of the Bonds until 60 days after the Completion Date; and (ii) complete the Project.

1.29. "Major Subcontractor" means any subcontractor providing work or labor or materials or services or any of such with regard to the Project and which or will be compensated according to the Detailed Cost Breakdown in an amount in the aggregate in excess of \$100,000.

1.30. "Maturity Date" means April 15, 2009.

1.31. "Net TDD Revenues" means TDD Revenues less (i) costs of collection, not to exceed one percent (1%) of the actual amount collected by the TDD; (ii) that portion of revenues that constitutes an Economic Activity Tax; and (iii) the TDD's

reasonable operating costs, not to exceed \$25,000 per year. TDD Revenues shall not include (i) any amount paid under protest until the protest is withdrawn or resolved against the taxpayer or (ii) any sum received by the TDD which is the subject of a suit or other claim communicated to the TDD which suit or claim challenges the collection of such sum.

1.32. "Occupational Safety and Health Laws" means the Occupational Safety and Health Act of 1970, as amended, and any other Federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability or standards of conduct concerning employee health and/or safety, as now or at any time hereafter in effect.

1.33. "Ordinance" means Ordinance No. ____ of the City adopted by the Board of Aldermen on _____, 2006, and signed by the Mayor on _____, 2006.

1.34. "Payments in Lieu of Taxes" or "PILOTs" shall have the meaning ascribed to such term in Section 99.805(10) of the Missouri Revised Statutes (2000), as amended.

1.35. "Permitted Liens" means:

(a) Liens for taxes, assessments, or similar charges, incurred in the ordinary course of business that are not yet due and payable;

(b) Except as otherwise provided herein, encumbrances consisting of zoning restrictions, easements or other restrictions on the use of the Project or the Chouteau Building, as applicable, none of which materially impairs the use of such property by Issuer in the operation of its business, and none of which is violated in any material respect by existing or proposed structures or land use;

(c) Liens in favor of the Bank;

(d) The following, if the validity or amount thereof is being contested in good faith by appropriate and lawful proceedings or measures, so long as levy and execution thereon have been stayed and continues to be stayed and they do not, in the aggregate, materially detract from the value of the property of Issuer or materially impair the use thereof in the operation of its business:

(i) Claims or liens for taxes, assessments or charges due and payable and subject to interest or penalty;

(ii) Claims, liens and encumbrances upon, and defects of title to, real or personal property, including any attachment of personal or real property or other legal process prior to adjudication of a dispute on the merits;

(iii) Claims or liens of mechanics, materialmen, warehousemen, carriers, or other like liens; and

(iv) Adverse judgments on appeal; and

(e) Permitted Title Exceptions.

1.36. "Permitted Title Exceptions" means those exceptions to title listed on Exhibit A attached and additional exceptions approved by the Bank from time to time as Collateral is added.

1.37. "Person" means any individual, corporation, partnership, association, joint-stock company, trust, unincorporated organization, joint venture, court or government or political subdivision or agency thereof.

1.38. "Plans and Specifications" means those Plans and Specifications for the Project as approved by the Issuer, the Bank and the Engineer, a copy of which will be delivered to the Bank as soon as available.

1.39. "Prime Rate" means the rate of interest announced from time to time by the Bank as its "prime rate" on commercial loans, which rate shall change simultaneously with each change in such prime rate. The Prime Rate is a reference rate of interest used by the Bank in establishing the interest rate for its commercial loans, and is not necessarily the lowest or best rate of interest charged by the Bank to any of its customers.

1.40. "Project" means a public parking garage within a residential condominium building of approximately six (6) stories in height; and wherein it is anticipated that the first floor of the building will include approximately 6,000 square feet of space for commercial retail and service uses; and wherein it is anticipated that the public parking garage will be constructed below grade and on the first and second floors of the building and will offer approximately 130 to 200 public parking spaces depending on cost and site conditions; and further, wherein, it is further anticipated that the parking for the residents will be placed on the third floor, with approximately 40 to 60 "loft style" condominium units occupying floors four (4) through six (6). The street level retail will front Euclid Avenue and will be adjacent to the retail portion of the adjacent Park East Tower.

1.41. "Redevelopment Agreement" means the Redevelopment Agreement dated as of _____, 2006, by and between the City and the Treasurer (as developer) as modified, amended or supplemented from time to time.

- 1.42. "Redevelopment Area" means the area described in the Redevelopment Agreement.
- 1.43. "Reimbursable Redevelopment Project Costs" means those Redevelopment Project Costs for which the Treasurer may be reimbursed under the Redevelopment Agreement.
- 1.44. "Representative" or "Issuer Representative" means the Treasurer or another person designated by the Treasurer to serve as such Representative.
- 1.45. "Revenues" shall have the meaning ascribed to such term in the Senior Indenture.
- 1.46. "Senior Indenture" means the Amended and Restated Trust Indenture dated as of November 1, 1999, between the Issuer and UMB Bank, N.A., as trustee, as now or hereafter amended or supplemented.
- 1.47. "Special Allocation Fund" means the City of St. Louis, Missouri, Special Allocation Fund for the Euclid/Buckingham Redevelopment Project, created by Ordinance No. _____ [Board Bill No. _____] in accordance with the TIF Act, and including the accounts and sub-accounts into which TIF Revenues are from time to time deposited in accordance with the TIF Act and the Redevelopment Agreement.
- 1.48. "Subordinated Indenture" means the Trust Indenture dated as of August 1, 2002, between the Issuer and UMB Bank, N.A., as trustee, as now or hereafter amended or supplemented.
- 1.49. "TDD" means the Euclid/Buckingham Transportation Development District created and operated pursuant to the TDD Act.
- 1.50. "TDD Act" means the Missouri Transportation Development District Act, Sections 238.200 through 238.275 of the Revised Statutes of Missouri, as amended.
- 1.51. "TDD Revenues" means revenues of the TDD created in accordance with the TDD Act and as described in the Redevelopment Agreement.
- 1.52. "TDD Sales Tax" means the transportation development district sales tax levied by the TDD in accordance with the TDD Act and the Redevelopment Agreement.
- 1.53. "TDD Trust Fund" means the "special trust fund" of the TDD authorized under Section 238.235.5 of the TDD Act or any other fund or account into which TDD Revenues attributable to the TDD Sales Tax collections are then being deposited.
- 1.54. "TIF Act" means the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 through 99.865 of the Revised Statutes of Missouri, as amended.
- 1.55. "TIF Cap" means an amount not to exceed \$2,000,000 plus Issuance Costs which amount shall be subject to reduction pursuant to and in accordance with the calculation set forth in the Redevelopment Agreement.
- 1.56. "TIF Revenues" means: (1) payments in lieu of taxes (as that term is defined in Section 99.805(10) of the TIF Act) attributable to the increase in the current equalized assessed valuation of each taxable lot, block, tract, or parcel of real property located within the Redevelopment Area over and above the initial equalized assessed value (as that term is used and described in Sections 99.845.1 and 99.855.1 of the TIF Act) of each such unit of property, as paid to the City Treasurer by the City Collector of Revenue during the term of the Redevelopment Plan and the Redevelopment Project, and (2) subject to annual appropriation by the Board of Aldermen, fifty percent (50%) of the total additional revenues from taxes which are imposed by the City or other taxing districts (as that term is defined in Section 99.805(16) of the TIF Act) and which are generated by economic activities within the Redevelopment Area over the amount of such taxes generated by economic activities within the Redevelopment Area in the calendar year ending December 31, 2005 (subject to annual appropriation by the City as provided in the TIF Act), as defined and described in Sections 99.805(4) and 99.845 of the TIF Act, but excluding therefrom personal property taxes, taxes imposed on sales or charges for sleeping rooms paid by transient guests of hotels and motels, taxes levied pursuant to Section 70.500 of the Revised Statutes of Missouri, as amended, taxes levied for the purpose of public transportation pursuant to Section 94.660 of the Revised Statutes of Missouri, as amended, and licenses, fees or special assessments other than payments in lieu of taxes and penalties and interest thereon, all as provided in Section 99.845 of the TIF Act. Notwithstanding the foregoing, TIF Revenues shall not include the operating levy for school purposes imposed by or any sales tax imposed by the Transitional School District of the City of St. Louis.
- 1.57. "Title Company" means _____.
- 1.58. "Title Policy" means an ALTA 1970 Form B lender's policy of title insurance underwritten by the Title Company.

2. **Terms of Bonds; Purpose of Financing.**

- (a) Upon the terms and conditions and based on the representations, warranties and covenants hereinafter set forth, the Bank hereby agrees to purchase, on the date of the Closing (hereinafter defined), and the Issuer hereby agrees to sell to the Bank, at par, all of the Bonds, being the Issuer's \$3,533,000 Parking Revenue Bonds (Park East Lofts Garage) Series 2006.

The Bonds shall be dated the date of delivery; shall mature, on April 15, 2009; bear interest, computed on the actual number of days elapsed based on a 360-day year, at the rate per annum which is three-quarters of one percent (0.75%) below the Prime Rate, which rate shall change simultaneously with each change in the Prime Rate, payable on the 15th day of each month beginning June 15, 2006; and shall have the other terms hereinafter set forth. The Bonds will be issued pursuant to Ordinance and the Enabling Legislation.

(b) The proceeds of the Bonds will be used (i) to finance the costs of the Project, (ii) to pay interest on the Bonds until 60 days after the Completion Date, and (iii) to pay costs of issuance of the Bonds.

(c) The Bonds shall be secured by the Future Advance Deed of Trust - Project Site to a trustee for the benefit of the Bank and a pledge of the revenues from the operation of the Project.

(d) The Bonds will be further secured by (i) the Future Advance Deed of Trust - Chouteau Building, (ii) assignment of rents and leases with respect to the Chouteau Building, (iii) Assignment of Parking Revenues, subordinate, however, to presently outstanding Bond issues, (iv) an Agreement to Assign TIF Revenues and Net TDD Revenues, and (v) assignments of construction contracts and related contracts with respect to the Project.

This Bond Purchase Agreement, the Bonds, and the security documents described in (c) and (d) above are collectively called the "Financing Documents."

3. **Delivery; Closing.** Delivery of and payment for the Bonds will take place at 9:00 a.m., St. Louis time, on May 30, June 6, 2006 (the "Closing"), at the offices of The Stolar Partnership LLP, St. Louis, Missouri, or at such other time or place or on such business day as shall have been mutually agreed upon by the parties hereto. At the Closing, the Issuer shall deliver or cause to be delivered to the Bank: (i) a single, fully registered bond certificate for the Bonds in definitive form, duly executed; and (ii) the other instruments and documents required hereunder to be delivered to the Bank at the Closing. At the Closing, the Bank shall pay the Purchase Price as set forth in Section 2 hereof by depositing the funds in a construction disbursing account (the "Loan Closing Account") established in the Bank for the benefit of the Issuer. No CUSIP identification numbers will be printed on the Bonds.

4. **Representations and Warranties of the Issuer.** The Issuer hereby represents and warrants to the Bank, all of which shall survive the delivery of the Bonds, and agrees that:

(a) **Status of City.** The City is, and will be on the date of Closing, a constitutional charter city duly organized and validly existing under the Constitution and the laws of the State of Missouri and has all the necessary power and authority pursuant to its charter, the Constitution and laws of the State of Missouri to enter into and perform its obligations under this Bond Purchase Agreement.

(b) **Power and Authority.** The City and the Issuer have, and on the date of Closing will each have, full power and authority pursuant to the City's charter and the Constitution and the laws of the State of Missouri (i) to enter into any Financing Document to which it is a party and (ii) to carry out, give effect to and consummate the transactions contemplated by the Financing Documents. The City and the Issuer have taken or will take prior to the Closing all action for the execution of the Financing Documents and issuance of the Bonds necessary to be taken under the laws of the State of Missouri and any other applicable Laws or required by the Enabling Legislation, the Ordinance and the Financing Documents.

(c) **Approval.** The Ordinance has been duly adopted by the City and the City has (i) duly approved the execution and delivery of this Bond Purchase Agreement and the Financing Documents to which it is a party, and (ii) has taken or will take all further action necessary and appropriate to carry out and give effect to the issuance, sale and delivery of the Bonds to the Bank.

(d) **No Conflicts.** The adoption or execution and delivery of the Financing Documents to which it is a party and the performance by the Issuer of its obligations thereunder are within the powers of the Issuer and do not and will not conflict with, or constitute a violation of, breach of, or default under (i) any Federal or State of Missouri constitutional and statutory provision, (ii) in any material respect, any agreement or other instrument to which the Issuer is a party or by which it is bound, or (iii) any order, rule, regulation, decree or ordinance of any court, government or governmental authority having jurisdiction over the Issuer or its property.

(e) **Consents.** No consent, approval, authorization or order of any governmental or regulatory authority is required to be obtained by the Issuer as a condition precedent to the issuance of the Bonds or the adoption or execution and delivery by the Issuer of the Financing Documents to which it is a party or the performance of its obligations thereunder.

(f) **Absence of Litigation.** Except as disclosed on Exhibit B attached, there is no action, suit, proceeding, inquiry, investigation or litigation at law or in equity or any proceeding before any governmental agency pending or, to the knowledge of the Issuer, threatened against the Issuer or to which the Issuer is a party with respect to (i) the organization or existence of the Issuer, (ii) its authority to adopt or execute and deliver the Financing Documents to which it is a party, (iii) the validity or enforceability of any of such instruments or the transactions contemplated thereby, (iv) the title of the officers who executed or will execute such instruments, or (v) any authority or proceedings relating to the execution or adoption and delivery of any of such instruments by the Issuer.

(g) **No Defaults.** The Issuer is not in default in the payment of the principal of or interest on any of its indebtedness for borrowed money and is not in default in any material respect under any instrument under and subject to which any

indebtedness for borrowed money has been incurred. No material event has occurred and is continuing under the provisions of any such instrument that, with the lapse of time or the giving of notice, or both, would constitute an event of default thereunder.

(h) Compliance With Laws. The Issuer is not in violation in any material respect of any existing law, rule or regulation applicable to it and is not in default in any material respect under any indenture, mortgage, deed of trust, lien, lease, contract, note, order, judgment, decree or other agreement, instrument or restriction of any kind to which the Issuer is a party or by which it is bound or to which any of its assets are subject, the violation of which or default thereunder would restrain or enjoin the issuance of the Bonds or question or affect the validity of the Bonds or the Financing Documents.

(i) Effect of Certificates. Any certificate signed by any Issuer Representative and delivered to the Bank at the Closing or prior thereto shall be deemed a representation and warranty by the Issuer to the Bank as to the statements made therein with the same effect as if such representation and warranty were set forth herein.

(j) Financial Statements. The financial statement of the Treasurer's Parking Fund dated June 30, 2005, and delivered to the Bank is correct and complete and fairly represents the financial condition of Issuer. Such financial statement has been prepared in accordance with generally accepted accounting principles. There has not been (as a result of any fire, accident, strike, lockout, riot, act of God or of the public enemy, fraud loss, or other unusual event or development or otherwise) any material adverse change in the business or in the condition, financial or otherwise, of the Issuer from that set forth in the financial statement.

The Issuer has notno other obligations outstanding and secured by the Revenues except the bonds described on Exhibit C attached.

(k) No Material Adverse Change. There shall not have occurred, since the date of the financial statement described in (j) above, any material adverse change in the affairs of the Issuer from that which is reflected in such financial statement.

(l) Regulation G, etc. None of the transactions contemplated in this Bond Purchase Agreement will violate or result in a violation of Section 7 of the Securities Exchange Act of 1934, as amended, or any regulations issued pursuant thereto, including, without limitation, Regulations G, T and X of the Board of Governors of the Federal Reserve System, 12 CFR, Chapter II. Issuer does not own or intend to carry or purchase any "margin security" within the meaning of said Regulation G.

(m) Compliance With Laws Governing Project. Issuer has complied or will comply with all applicable Laws with respect to: (i) specifications or other requirements pertaining to construction of the Project in accordance with the Plans and Specifications; (ii) the conduct of its business; and (iii) the use, maintenance, and operation of the real and personal properties owned or leased by the Issuer.

(n) Environmental and Safety and Health Matters. Except as disclosed in the Environmental Report, (i) the operations of the Issuer comply in all material respects with (A) all applicable Environmental Laws, and (B) all applicable Occupational Safety and Health Laws; (ii) none of the operations of the Issuer is subject to any judicial or administrative proceeding alleging the violation of any applicable Environmental Law or Occupational Safety and Health Law; (iii) none of the operations of the Issuer is the subject of federal or state investigation evaluating whether any remedial action is needed to respond to (A) spillage, disposal or release into the environment of any Hazardous Material or (B) unsafe or unhealthful condition at any premises of the Issuer; (iv) the Issuer has not filed any notice under any applicable Environmental Law or Occupational Safety and Health Law indicating or reporting (A) any past or present spillage, disposal or release into the environment of, or treatment, storage or disposal of, any Hazardous Material or (B) any unsafe or unhealthful condition at any premises of the Issuer.

(o) Budget and Costs. The Loan Budget and the Detailed Cost Breakdown, when delivered to the Bank will have been prepared by the Issuer and contain accurate information to the extent of the Issuer's knowledge as of the date thereof and the Issuer's reasonable estimates.

(p) Completion Date. Based on the facts and circumstances now known to the Issuer, the Issuer believes it is reasonable to expect the public parking garage constituting the Project to be completed by _____, January 1, ____, 2008.

(q) Availability of Utilities. The Issuer represents and warrants that it can bring all utility services (electric, sanitary sewer, storm water, natural gas and telephone) to the Project.

As an inducement to the Bank to continue to make disbursements from the Loan Closing Account, each and every warranty set forth above shall continue to be true and correct until the Completion Date.

5. Conditions. In addition to any other conditions herein stated, the obligations of the Bank hereunder are subject to the following conditions:

(a) At the time of Closing: (i) this Bond Purchase Agreement, the Enabling Legislation and the Ordinance shall be in full force and effect in the respective forms approved or adopted by the Issuer on or prior to the date hereof and shall not have been amended, modified, or supplemented, after the date hereof, except as may have been agreed to in writing by the Bank; (ii) the Issuer shall perform or have performed all of its obligations required under or specified in the Financing Documents, the Enabling Legislation or the Ordinance to be performed at or prior to the Closing; (iii) all actions by or on behalf of the Issuer to execute, issue, deliver and sell the Bonds pursuant hereto shall have been taken; and all action by or on behalf of the Issuer necessary to carry out, give effect to and consummate the transactions contemplated hereby and by the Financing Documents shall have been

taken.

(b) The Bonds: (i) shall be issued and secured under and pursuant to the Enabling Legislation, the Ordinance and the Financing Documents; and (ii) shall be as described in and have the terms and conditions set forth in the Enabling Legislation, the Ordinance and the Financing Documents.

(c) The representation and warranties of the Issuer contained in the Financing Documents and in any certificates or other documents of the Issuer delivered pursuant hereto shall have been true and complete on the date made and shall be true and complete at the time of the closing with the same effect as if made at such time.

(d) At or prior to the Closing, unless otherwise agreed to by the Bank in writing, the Bank shall receive the following documents, certificates and opinions (unless otherwise specified) in form and substance satisfactory to the Bank and its counsel:

(i) An opinion of counsel to the Issuer dated the date of the Closing in form and substance satisfactory to the Bank and its counsel as to the due authorization, validity and enforceability of the Bonds and the other Financing Documents;

(ii) A duly executed certificate, dated the date of the Closing, of the Mayor and Comptroller of the City, and the Issuer, confirming that the representations and warranties contained (i) in this Bond Purchase Agreement are true and correct as of the date of the Closing with the same effect as if made on the date of the Closing and (ii) in the Financing Documents are true and correct as of the date of the Closing;

(iii) A certificate of the Clerk of the Board of Aldermen that the Ordinance has not been amended, modified or repealed and is in full force and effect on the date of the Closing;

(iv) The duly executed Bond;

(v) A certified copy of the Ordinance;

(vi) Duly executed counterparts of the Financing Documents;

(vii) Written notice to the trustee for bonds of the Issuer presently outstanding and secured by Parking Revenues of the assignment of such Parking Revenues to the Bank, subject to the prior rights of holders of such bonds;

(viii) The written consent of MBIA Insurance Corp. to the pledge of revenues contemplated hereby;

(ix) A certificate of the Issuer to the effect that there exists no Event of Default or event which, with notice or passage of time or both, would constitute an Event of Default; and

(x) Such additional certificates, instruments, legal opinions, agreements, proceedings or other documents as may reasonably request to evidence the due authorization, execution, authentication and delivery of the Bonds, and the truth, accuracy and completeness as of the Closing of the Issuer's representations and warranties contained in this Bond Purchase Agreement and in any of the certificates or documents of the Issuer or its authorized officers delivered pursuant hereto.

6. **Condition Precedent To Disbursements From Loan Clearing Account.**

6.1. **To First Advance.** It shall be a condition precedent to the first disbursement of funds from the Loan Closing Account that:

(a) Each and every representation and warranty relied upon by the Bank in connection with this Bond Purchase Agreement is and continues to be true, and no event or condition exists which, with the lapse of time or the giving of notice, or both, would constitute an Event of Default hereunder.

(b) The Issuer furnishes, or causes to be furnished, to the Bank the following items and documents on or before the date specified for such first disbursement (all of which information and documents shall be in form satisfactory to the Bank and Bank's counsel and approved by the Bank, in its sole discretion, acting reasonably):

(i) The Title Policy, subject only to Permitted Exceptions and providing for, among other things, the following:

(A) Insurance of the first priority, validity and enforceability of (I) the Deed of Trust respecting the Project in the amount of \$3,533,000, with a pending disbursement endorsement and (II) the Deed of Trust respecting the Chouteau Building in the amount of \$_____;

(B) Insurance of the lien and security interests created by each Deed of Trust without

exception for either filed or unfiled mechanic's or materialmen's liens;

(C) A zoning endorsement stating that the Project property or Chouteau Building, as applicable, is properly zoned so as to permit the construction and operation of the Project.

Should any terms and provisions or exceptions contained in the Title Policy or in any commitment to issue the same require the Issuer to furnish documentation in addition to that specifically required by this Bond Purchase Agreement, the Issuer will promptly furnish such documentation to the Bank and Title Company.

(ii) The Plans and Specifications (one (1) copy), provided, however, that if the same is not available as of the Closing Date, then as soon as the same may become available.

(iii) Certification by the surveyor that the Project is not located in a FEMA designated 100-year flood plain (Zone A) or, if the Project is so situated, a flood insurance policy on the Project.

(iv) Results of a soil test of the condition of the Project property by _____, together with a signed subcontract to correct special soil conditions (if any) and the Issuer's certification that necessary procedures to correct special soil conditions (if any) will be followed, along with a signed estimate of the costs of such work.

(v) Evidence satisfactory to the Bank that the Project and the construction thereof will be in compliance with all Laws, including environmental compliance, such evidence to include copies of the grading and building permits issued by the City, if available, and a copy of the zoning ordinance of the City, or letter issued by the City evidencing that the Project property is properly zoned.

(vi) The Environmental Report stating that _____ has performed an environmental investigation of the Project and except as disclosed in the Environmental Report that such investigation has revealed that there are no toxic or hazardous substances or any other materials present in, on or under such property which may pose a hazard to health, safety or the value of such property and that it is reasonable for the Bank to conclude that such property is free from any such hazardous or toxic substances or any other materials which could pose a hazard to health, safety or the value of such property.

(vii) The Construction Contract, which will be a guaranteed maximum price with fee contract and will provide for (other than for materials-only subcontracts) a five percent (5%) retainage to be released upon completion of the Project and upon satisfaction of the conditions set forth in Section 6.3.

(viii) A copy of the contract with the Engineer for the provision of engineering services for the construction of the Project.

(ix) The written confirmation of the Contractor and Architect that the Plans and Specifications shall be available for use by the Bank upon default by the Issuer under this Bond Purchase Agreement and that each will, at the Bank's request, continue performance under their respective contracts on behalf of the Bank should the Issuer default in its obligations under this Bond Purchase Agreement. For the purposes hereof, the form of Consent of Architect's attached to the Assignment of Plans and Specifications and Architect's Contract required to be delivered to Bank satisfies the aforesaid requirement.

(x) A list of all subcontractors who will be working on the Project detailing the work to be performed and the effective date of such subcontractor's contract, provided, however, that if the same is not available as of the Closing Date, then as soon as the same may become available. The Issuer may from time to time substitute subcontractors provided, however, that the Issuer notifies the Bank of the same, the work to be performed and the effective date of such substitute subcontractor's contract.

(xi) The Loan Budget.

(xii) The Detailed Cost Breakdown (certified by the Issuer to be true and correct on its best estimate and judgment) which shall show a total acquisition and development cost of \$3,533,000 and shall include the cost of financing, installation and completion of the Project in accordance with the Plans and Specifications, together with a projected schedule of disbursements by month for all items including interest and hard construction costs, and all additional construction costs and fees, including legal fees, loan fees to the Bank, engineering fees, taxes, development fees, title insurance fees, accounting fees, and insurance costs.

(xiii) Copies of all contracts with the Major Subcontractors executed as of the date of the first disbursement.

(xiv) A requisition for payment of the first disbursement setting forth the amount by item being requested.

(xv) A certificate of the Issuer in which the Issuer certifies to the Bank that to the best of the

Issuer's knowledge, no toxic or hazardous substances or any materials posing a hazard to health, safety or the value of the Project to be located thereon will be used in the construction and development of the Project. For the purposes hereof, the representation and warranty set forth in Section 4(l) complies with the requirements set forth herein.

(xvii) A Certificate of Insurance evidencing that the insurance or self-insurance required hereunder is in place.

(xviii) A performance and payment bond or bonds in the full amount of the Construction Contract on AIA Document A312 or other bond form acceptable to the Bank, issued by a bonding company with a current A.M. Best rating not lower than A and a financial classification rating of X or better. The Bond(s) shall name both the Issuer and the Bank as payees.

6.2. To Subsequent Disbursements. It shall be a condition precedent to each disbursement after the first disbursement that the Issuer furnish to the Bank the following items and documents (all of which information and documentation shall be in form satisfactory to the Bank and its counsel and approved by the Bank, in its sole discretion acting reasonably) and that the following statement of facts is true and will continue to be true and that no event or condition exists which, with the lapse of time or the giving of notice, or both, might or would cause such state of facts to be untrue or might or would constitute an Event of Default hereunder:

(a) The facts, documents, representations and warranties which resulted in the satisfaction of the conditions precedent to the first disbursement, as enumerated in Section 4.1 above, shall be of continuing validity, existence and accuracy.

(b) Appropriate lien waivers for goods and services paid from the preceding disbursement shall have been submitted by the Contractor and all subcontractors evidencing disbursement and receipt of such disbursement in accordance with the requisition therefor. Copies of all such lien waivers, together with copies of all paid bills and applications for payment by the Contractor shall be furnished to the Bank on the earlier of (i) thirty (30) days after the disbursement relative thereto, or (ii) the time of the next succeeding request for a disbursement.

(c) The Project Title Policy shall be posted so as to insure each disbursement and the aggregate of all disbursements without exception for filed or unfiled mechanics' liens or any other lien, encumbrance, easement or restriction not approved by the Bank and the Title Company shall have furnished to the Bank a report of any liens filed against the Real Estate.

(d) At the option of the Bank (but at the Issuer's cost), each or any request for a disbursement shall be accompanied by a certificate of the Engineer, which certification will be in form approved by the Bank, and shall include the representation that the work accomplished or material purchased and installed is in conformity with the Plans and Specifications.

(e) Upon the request of the Bank, the Issuer will furnish the Bank from time to time with written schedules of the costs of construction incurred, estimates of total cost to be incurred, percentage of completion and the cost of completing the Project in such form and with such supporting documents as the Bank shall otherwise reasonably require.

(f) The amount remaining to be disbursed, together with other funds available to the Issuer and irrevocably set aside for the Project, must be sufficient to complete construction of the Project according to the Plans and Specifications, the Loan Budget, this Bond Purchase Agreement and the other Financing Documents.

(g) The Issuer shall be in full compliance with this Bond Purchase Agreement and construction of the Project will be in compliance with the Plans and Specifications.

(h) Copies of those contracts with the Major Subcontractors not delivered at the time of the first advance shall have been delivered as they become available.

(i) Any permits, including building permits, utility letters and any other similar documentation not delivered prior or simultaneously with the first advance shall have been delivered as they become available.

(j) If the requested disbursement is for any portion of the Project for which funds are to be provided from sources other than proceeds of the Bonds, all such funds, to the extent necessary for payment of the subject request and all previous requests, are or have been made available in a timely manner for disbursement through the Loan Closing Account.

6.3. To Final Disbursement. It shall be a condition precedent to the final disbursement (which final disbursement shall be in an amount equal to the total retention on contractor payments plus any amounts not then paid but then due under the Construction Contract) that the Issuer furnish to the Bank the following items and documents (all of which information and documentation shall be in form satisfactory to the Bank and its counsel and approved by the Bank, in its sole discretion acting reasonably), and that the following statement of facts are true and will continue to be true and that no event or condition exists which, with the lapse of time or the giving of notice, or both, might or would cause such state of facts to be untrue or might or would constitute an Event of Default:

(a) The facts, documents, representations and warranties which resulted in the satisfaction of the conditions precedent to the first and subsequent disbursements, as enumerated in Section 6.1 and Section 6.2 above, shall be of continuing validity, existence and accuracy.

(b) The Bank shall be furnished with a final endorsement to the Project Title Policy insuring the lien of such Deed of Trust in the full amount disbursed without exception as to filed or unfiled mechanics' liens, occupancy permits and all other governmental approvals which may be required by law or any policy of insurance as a condition to coverage, a final as-built survey and the certificate of the Engineer that the Project has been completed in accordance with the Plans and Specifications (which certification shall be at the cost of Issuer).

(c) A final affidavit of completion from the Contractor certifying that the Project is complete, constructed in accordance with the Plans and Specifications and in compliance with all Laws.

(d) The Issuer shall furnish final and full lien waivers from the Contractor and all subcontractors and materialmen and an affidavit of full payment and completion of the Contractor substantiating the same.

6.4. Cessation of Disbursements. The Bank shall have the right to cause a cessation of disbursements from the Loan Closing Account, and shall not be obligated to make any further disbursements, to Issuer upon the occurrence of any of the following:

(a) Any Event of Default shall have occurred and be continuing hereunder.

(b) The Project is materially damaged by fire or other casualty and not repaired within a reasonable period of time, unless the Bank actually receives insurance proceeds or a cash deposit from the Issuer sufficient in the Bank's judgment to pay for the repair of the Project in a timely manner.

(c) An event of Loan Out Of Balance shall have occurred and be continuing.

7. **Disbursement Procedures.**

7.1. Terms and Conditions. Except for disbursements for payment of interest on the Bonds, which shall be by direct debit initiated by the Bank on each date on which interest is due and payable, disbursements from the Loan Clearing Account are to be made by the Bank on the following terms and conditions.

(a) Disbursements shall be made in compliance with the Loan Budget and the Detailed Cost Breakdown (and with each line item on both) and only in payment for items and amounts related to construction, development and financing of the Project (including the payment of interest due the Bank pursuant to the terms of the Bonds) and other expenses incidental thereto and for such other items as may be approved in advance by the Bank. The amount of any disbursement hereunder other than the final disbursement shall not exceed with respect to work in place (hard costs) ninety-five percent (95%) of such costs and with respect to other costs, expenses, general conditions and fees actually paid or payable by the Issuer (soft costs) one hundred percent (100%) of such costs.

(b) Anything to the contrary herein notwithstanding, the Bank shall not be obligated to make any disbursement should it believe in the exercise of good faith judgment based upon information considered reliable by it that the Project will not be completed in accordance with the Plans and Specifications on or before the Completion Date at a cost not exceeding that provided for by the Construction Contract. In the event the Bank elects to refuse to make a disbursement for any of the reasons set forth in the immediately preceding sentence, the Bank shall notify the Issuer that it does not intend to make additional disbursements and the reason for such refusal. If Issuer has undertaken such actions as are necessary, in the opinion of the Bank, to remedy the situation giving rise to the Bank's refusal to disburse prior to the scheduled date of any disbursement, the Bank shall disburse funds as scheduled or within a reasonable time thereafter. Should the Bank cease disbursement on the basis of its good faith belief that the total cost of the Project will exceed that provided for in the Construction Contract, the Issuer shall have thirty (30) days from the date of such notice to deposit with the Bank for payment of such additional cost such amount in cash (or an irrevocable bank letter of credit for such amount) as is necessary to satisfy the Bank that the relevant conditions and provisions of this paragraph have been satisfied.

(c) The Issuer shall cause all requests for disbursements to be submitted to the Bank on a Standard AIA Requisition Request or other form satisfactory to the Bank not more frequently than monthly. The Bank shall have ten (10) business days to process any request for disbursement after it is received in proper order with all required supporting documentation. All of the Contractor's requisitions will be signed by the Contractor and approved by an authorized Representative of the Issuer. The Contractor's requisitions will specify or refer to the contracts or subcontracts to which the proceeds of the relevant disbursement will be applied. The Bank may, at its option, withhold further disbursements until satisfied that payments for labor and material for the Project are being made from the proceeds of the Loan. The Issuer's requisitions for funds will detail the application of funds being requested and will be signed by an authorized Representative of the Issuer.

(d) The Bank, at its option, may retain or require the Issuer to retain the Engineer who shall, for and on behalf of the Bank, review the Plans and Specifications and certification of each construction draw request as to work-in-place and materials-on-site, and who, at the direction of the Bank, shall inspect all plans, specifications, permits, invoices, waivers and other similar documents and who shall have the right to halt construction in the event that there is a determination that construction is not progressing in conformity with the Plans and Specifications or applicable laws, ordinances, licenses and permits. The Engineer shall perform such other duties and have such other powers and responsibilities as the Bank may reasonably require. The Issuer shall pay all fees and expenses of any such Engineer. Notwithstanding anything contained herein to the contrary, the Bank shall have no responsibility or liability for the correctness or adequacy of the Plans and Specifications, conformity of the Project thereto or

adequacy of work, labor, services and materials furnished in connection therewith.

(e) At all reasonable times, representatives of the Bank, including any architect or engineer employed by the Bank, shall have full and free access to the Project property and construction site and all of the Issuer's books and records pertaining to the Project. Issuer shall lend assistance to such representatives.

8. **Issuer's Covenants.** The Issuer hereby covenants and agrees with the Bank that, so long as the Bonds have not been paid in full, it will comply with the following covenants:

8.1. Affirmative Covenants.

(a) The Issuer shall pay for principal of, and premium, if any, and interest on, the Bonds and all other obligations outstanding under the Senior Indenture and Subordinated Indenture when and as due, and will duly and timely observe and perform all of its obligations under the Senior Indenture and Subordinated Indenture.

(b) The Issuer shall use the proceeds of the Bonds only for the purpose of paying the costs of the Project and to pay those items shown in the Detailed Cost Breakdown and will furnish the Bank such evidence as it may reasonably require with respect to such use.

(c) The Issuer shall commence the construction phase of the Project in accordance with the Plans and Specifications on or before the Commencement Date and shall diligently prosecute the same in accordance with the Plans and Specifications until completion. Construction of the Project shall be completed on or before the Completion Date, subject, however, to events or conditions beyond Issuer's control such as strike, work stoppage, inclement weather, governmental action, material shortages and supply failure.

(d) The Issuer will obtain the Bank's prior written approval of any material change or changes (or other individual change which aggregates \$50,000 or more) in the final, approved Plans and Specifications and of any change or changes in the quality or quantity of any work or materials. The Bank shall have a reasonable time to evaluate any requests for its approval of any such changes, and will not be required to consider approving any changes unless all other approvals required from other parties, whether governmental or otherwise, have been obtained. The Bank may approve or disapprove changes in its reasonable discretion.

(e) Representatives and agents of the Bank shall have full and free access to the Project property and construction site at all reasonable times for the purpose of inspecting the Project; provided, however, that such representatives and agents shall not interfere with the construction and further provided, however, such inspection shall impose no liability of any nature whatsoever upon the Bank, and any such inspection is for the sole purpose of confirming the progress and nature of the construction of the Project, protecting the Collateral and preserving the Bank's rights hereunder. No Event of Default will be waived by any inspection by the Bank. In no event shall any inspection by the Bank be a representation that the Project have been or are being constructed in compliance with the Plans and Specifications or that the Project is free from defective material or workmanship.

(f) The Issuer shall cause the Project to be constructed of first class materials in a good, substantial and workmanlike manner in accordance with the Plans and Specifications, and the Issuer shall cause such construction phase to be completed free and clear of any claims or liens for labor, materials, or supplies.

(g) The Issuer shall accept disbursements in accordance with the provisions hereof and shall use or cause each such disbursement to be used solely for the payment of acquisition costs, materials, supplies, labor, services, costs and expenses incurred in connection with the acquisition and development of the Project and in payment or performance of any obligation of the Issuer to the Bank, all as shown in the Detailed Cost Breakdown and for no other reason.

(h) Subject to and consistent with applicable law, the Issuer will use all reasonable efforts to charge such rates, fees, fines, penalties, rentals and other charges as may be necessary or proper in order that the Revenues in each fiscal year will at least equal an amount sufficient to satisfy any debt service coverage ratio covenant in the Senior Indenture or Subordinated Indenture and to pay the amounts payable in respect of the Bonds.

(i) The Issuer shall cause the Project to be constructed in compliance with all pertinent and applicable local, county, state or federal statutes, ordinances or Laws, including, but not limited to applicable zoning, building code and environmental protection ordinances.

(j-l) Until such time as the liens securing the Bonds are released in full, the Issuer shall maintain insurance or self-insurance (in addition to the insurance required by Section 6.1(b)) with respect to both the Project and the Chouteau Building an insurance policy or policies covering such hazards as the Bank may require, in the case of the Project prior to the completion of construction, written on a builder's all risk form for not less than the principal amount of the Bonds (on a replacement value basis of coverage), public liability insurance in an amount of not less than \$1,000,000 for bodily injury or death of one person per occurrence, with a \$5,000,000 umbrella policy for personal injury or death for each occurrence, and \$1,000,000 for property damage, and Workers' Compensation Insurance as required by applicable Laws. The hazard and liability insurance shall be issued by an insurance carrier rated A or better and a financial classification rating of X or better in Best's Insurance Report, and each policy shall contain a provision to the effect that the insurance company shall not cancel the policy or modify it materially and adversely to the interest of the Bank without first giving written notice thereof to the Bank at least ten (10) days in advance of such cancellation. The Issuer will furnish to the Bank such evidence of insurance as the Bank may require from time to time. The Issuer shall pay or cause

to be paid, as and when due, all premiums for all insurance policies and shall deliver to the Bank such insurance policies or certificates of insurance in form acceptable to the Bank. The Issuer hereby agrees that, in the event it fails to pay or cause to be paid the premium on any such insurance when due, the Bank may do so and be reimbursed by the Issuer therefor. The Bank is hereby appointed the Issuer's attorney-in-fact (without requiring the Bank to act as such) to endorse any check which may be payable to the Issuer to collect the proceeds of such insurance, and any amount so collected may be applied by the Bank toward satisfaction of any of the Obligations. An Issuer Representative shall file a certificate annually with the Bank (a) stating the manner in which the Project and the Chouteau Building are insured and (b) affirming that such coverage is sufficient to repair and rebuild the facilities in the event of damage or destruction.

The following notice is provide pursuant to Section 427.120, R.S.Mo. As used herein, the terms "you" and "your" shall refer to the Issuer, and the terms "we" and "us" shall refer to the Bank: **UNLESS YOU PROVIDE EVIDENCE OF THE INSURANCE COVERAGE REQUIRED BY YOUR AGREEMENT WITH US, WE MAY PURCHASE INSURANCE AT YOUR EXPENSE TO PROTECT OUR INTERESTS IN YOUR COLLATERAL. THIS INSURANCE MAY, BUT NEED NOT, PROTECT YOUR INTERESTS. THE COVERAGE THAT WE PURCHASE MAY NOT PAY ANY CLAIM THAT YOU MAKE OR ANY CLAIM THAT IS MADE AGAINST YOU IN CONNECTION WITH THE COLLATERAL. YOU MAY LATER CANCEL ANY INSURANCE PURCHASED BY US, BUT ONLY AFTER PROVIDING EVIDENCE THAT YOU HAVE OBTAINED INSURANCE AS REQUIRED BY OUR AGREEMENT. IF WE PURCHASE INSURANCE FOR THE COLLATERAL, YOU WILL BE RESPONSIBLE FOR THE COSTS OF THAT INSURANCE, INCLUDING THE INSURANCE PREMIUM, INTEREST AND ANY OTHER CHARGES WE MAY IMPOSE IN CONNECTION WITH THE PLACEMENT OF THE INSURANCE, UNTIL THE EFFECTIVE DATE OF THE CANCELLATION OR EXPIRATION OF THE INSURANCE. THE COSTS OF THE INSURANCE MAY BE ADDED TO YOUR TOTAL OUTSTANDING BALANCE OR OBLIGATION. THE COSTS OF THE INSURANCE MAY BE MORE THAN THE COST OF INSURANCE YOU MAY BE ABLE TO OBTAIN ON YOUR OWN.**

(j-2) The Issuer shall maintain proper books of record and account, in which full and correct entries shall be made in accordance with generally accepted accounting principles, of all its business and affairs. The Issuer shall furnish the Bank:

(i) as soon as available and in any event within 120 days after the end of each fiscal year of the Issuer, a balance sheet of the Treasurer's Parking Fund as of the end of such fiscal year and related statements of income, retained earnings and changes in financial position for such fiscal year, certified without material qualification by independent certified public accounts acceptable to the Bank and, if the operations of the Chouteau Building are not included in such financial statements, similar financial statements with respect to the Chouteau Building, similarly certified;

(ii) as soon as available and in any event within 30 days after the end of each of the first three (3) fiscal quarters of each fiscal year, a balance sheet of the Treasurer's Parking Fund as of the end of such fiscal quarter and the related statements of income, retained earnings and changes in financial position for such fiscal quarter and to date, certified (subject to normal year-end adjustments) as to fairness of presentation, generally accepted accounting principles and consistency by the Treasurer;

(iii) within 120 days after the end of each fiscal year, a certificate which (a) calculates actual debt service coverage in the prior fiscal year and (b) evidences compliance with the rate covenant set forth in the Senior Indenture. To the extent that the rate covenant has not been met, the Issuer shall deliver to the Bank a copy of the Consultant's Report required pursuant to its Senior Indenture;

(iv) promptly upon receipt thereof, any reports (including management letters) submitted to the Issuer by its independent accountants in connection with any audit of the Treasurer's Parking Fund;

(v) simultaneously with the deliveries under (i) and (ii) above, financial statements reflecting TIF Revenues, TDD Revenues, and Net TDD Revenues;

(vi) forthwith upon the Issuer's obtaining knowledge of any condition, event or act which constitutes or which, with notice or lapse of time, or both, would constitute an Event of Default, a certificate of an authorized officer of the Issuer specifying the nature thereof, the period of existence thereof and what action the Issuer has taken, is taking or proposes to take with respect thereto;

(vii) forthwith upon the Issuer's obtaining knowledge thereof, notice that a claim or allegation has been made regarding the occurrence of an event of default under any note or any other agreement of the Issuer for money borrowed or under any note or other security issued pursuant thereto, such notice to specify the nature of such claim or allegation and what action the Issuer has taken or is taking or proposes to take with respect thereto.

Together with each delivery of financial statements required by clause (i) above, the Issuer will deliver to the Bank a certificate of the Treasurer in the form attached as Exhibit D stating that there neither exists nor has occurred any condition, event or act which constitutes an Event of Default as defined in Section 9, nor any condition, event or act which, with notice or lapse of time, or both, would constitute such an Event of Default, or, if any such condition, event or act exists, specifying the nature thereof, the period of existence thereof and what action Issuer proposes to take with respect thereto.

The Issuer will also furnish the Bank such other financial information, reports and statements, pro forma or

otherwise, as the Bank may from time to time reasonably request concerning the financial affairs and business operations of the Issuer or Issuer shall give the Bank prompt notice of any change of the Issuer's independent certified public accountants and a statement of the reasons for such change. The Issuer shall at all times utilize independent certified public accountants reasonably acceptable to the Bank.

(k) The Issuer's and Contractor's requisitions for disbursements from the Loan Clearing Account shall include only amounts actually billed the Issuer or Contractor by subcontractors and materials suppliers in connection with the Project, less any applicable retainage. No requisition shall include a request for funds not actually due on account of materials supplied and delivered to the job site or for work and labor not actually performed.

(l) To the extent permitted by law, the Issuer agrees to indemnify and hold the Bank harmless from and against any claim, liability, expense or cause of action arising out of the Issuer's ownership of the Project or the Chouteau Building (including environmental liabilities and claims), the Issuer's construction, use and occupancy of the Project and the mortgaging of such Project and Chouteau Building to the Bank, including, but not limited to, claims involving defective construction, property damage, personal injury, title disputes, contract disputes, liens and other matters whether or not similar to the foregoing.

(m) The Issuer will observe and comply at all times with the limitations and restrictions set forth in the final, approved Detailed Cost Breakdown and the final, approved Loan Budget, and will notify the Bank promptly if a line item maximum in either is anticipated to be erroneous. No budgetary maximum for any line item in the final, approved Loan Budget or the final, approved Detailed Cost Breakdown will be exceeded, nor will any available amounts for one line item in either be transferred to another line item in either without the express written approval of the Bank on each occasion, such approval not to be unreasonably withheld.

(n) Each request by the Issuer for a disbursement from, and any receipt by the Issuer or application by Issuer of any funds from, the Loan Clearing Account shall constitute a representation and warranty on the Issuer's part that all conditions precedent to the relevant advance are and continue to be satisfied.

(o) The Issuer shall pay or cause to be paid when due, all taxes, assessments and charges or levies imposed upon it or on any of its property or which is required to be withheld and paid over, except where contested in good faith by appropriate proceedings with adequate reserves therefor having been set aside on its books and in such instance, upon reasonable request of the Bank, shall post bond to cover the same. The Issuer shall, however, pay or cause to be paid all such taxes, assessments, charges or levies forthwith whenever foreclosure on any lien that attaches (or security therefor) appears imminent.

(p) The Issuer shall, when requested so to do upon notice by the Bank, make available or cause to be made available for inspection by duly authorized representatives of the Bank any books and records, accounting data and other documents of the Issuer, relating to the acquisition, development and operation of the Project and will furnish the Bank any information regarding the business affairs and financial condition of the Issuer or the acquisition, development and operation of the Project within a reasonable time after written request therefor. The Bank is under no duty to examine any books and records. Any examination is for the sole purpose of protecting the Collateral and preserving the Bank's rights hereunder.

(q) The Issuer shall take all necessary steps to comply with all present and future Laws applicable to it in the operation of the Project and all material agreements to which it is subject.

(r) The Issuer will keep accurate and complete records of the Collateral, consistent with sound business practices.

(s) The Issuer shall give immediate notice to the Bank of: (i) any material litigation or proceeding in which it is a defendant; (ii) the institution of any other suit or proceeding involving it that might materially and adversely affect its operations, financial condition, property or business; and (iii) receipt of notice that any of the Issuer's activities are not in full compliance with all applicable Environmental Laws and Occupational Safety and Health Laws.

(t) The Issuer will notify the Bank immediately if it becomes aware of the occurrence of any Event of Default or of any fact, condition or event that only with the giving of notice or passage of time or both, could become an Event of Default, or of the failure of the Issuer to observe any of its respective undertakings hereunder.

(u) The Issuer shall execute at its cost and expense any specific assignment, financing statement or other instrument that the Bank may reasonably request, in order to create, preserve, perfect, validate or satisfy any security interest in the Collateral. The right is expressly granted to the Bank, at its discretion, to file one or more financing statements under the Uniform Commercial Code naming the Issuer as debtor and the Bank as secured party and indicating therein the types or describing the items of collateral herein specified.

(v) The Issuer shall establish a special deposit account with the Bank into which the Issuer will deposit Chouteau Building Rents and Revenues when and as they become available and, to the extent required to pay the amounts due on the Bonds, TIF Revenues, Net TDD Revenues and other monies lawfully available to the Issuer for that purpose. The Bank will be authorized to debit such special account, to the extent of the funds on deposit, for interest on, and principal of, the Bonds when and as the same become due; provided, however, that Released Parking Revenues (as defined in the Subordinated Indenture) shall be used for that purpose to the full amount available before any Released TVB Parking Revenues (as defined in the Subordinated Indenture) are so used.

The pledge of the TIF Revenues hereunder are subject to the Asset Sales and TIF Cap, as provided in the Redevelopment Agreement. TIF Revenues are accrued to reimburse the Treasurer for Reimbursable Redevelopment Project Costs, and are paid into the Special Allocation Fund as provided in the Redevelopment Agreement. The pledge of the TIF Revenues and Net TDD Revenues shall be subject to the terms and provisions of the Agreement to Assign Certain Revenues of even date herewith between the City and the Bank.

8.2. Negative Covenants.

(a) The Issuer shall not, without the prior written consent of the Bank, sell, transfer, lease or otherwise dispose of all or any of the Collateral; provided, however, that the Issuer may dispose of any fixture or personal property constituting part of the Project that becomes worn or broken or obsolete or otherwise requires disposal so long as the Issuer replaces the same with items of equal or greater quality and value.

(b) The Issuer will keep the Project free of liens, claims and encumbrances, other than (a) those existing on the date hereof and approved by the Bank, (b) the liens provided for in this Bond Purchase Agreement (including Permitted Liens), and (c) liens securing additional borrowings by the Issuer with the prior written consent of the Bank.

(c) Without the prior written consent of the Bank, the Issuer will not, until after substantial completion of the Project and delivery of the Architect's certificate confirming such substantial completion, use any proceeds of the Loan to pay profits or fees due the Issuer or any affiliate of the Issuer providing services or materials in connection with the Project, except to reimburse any such affiliate for the actual cost to such affiliate of services rendered or materials furnished in connection with the Project.

(d) Without the prior written consent of the Bank, the Issuer will not amend either the Senior Indenture or the Subordinated Indenture, nor will it amend, modify, terminate or curtail any document, instrument or agreement delivered to the Bank pursuant to either Section 6.1 or Section 6.2 of this Bond Purchase Agreement.

(e) Except for the Asset Sales under the Redevelopment Agreement, it will not sell all or any portion of the Project without the prior written consent of the Bank.

9. **Default.**

9.1. Events of Default. The occurrence of any one or more of the following events shall constitute an "Event of Default" hereunder:

(a) The Issuer shall fail to pay any principal of or interest on the Bonds as and when the same is due except that so long as no other Event of Default shall have occurred hereunder which has not been cured, the Bank shall not exercise its rights hereunder until fifteen (15) days after notice of such failure shall have been given to the Issuer; provided, that no more than two such failures shall be subject to cure in any one calendar year.

(b) The Issuer shall fail to observe or perform any other obligation, covenant and agreement to be observed or performed by the Issuer hereunder or under any other of the Financing Documents and the Issuer shall fail to cure the same within thirty (30) days or if the same cannot be cured within said thirty (30) day period, the Issuer shall fail to diligently proceed to cure the same after notice of such failure or such additional period of time acceptable to the Bank in writing in its sole and absolute discretion.

(c) Any financial or other statement, representation, warranty or certificate made or furnished by the Issuer to the Bank in connection with this Bond Purchase Agreement, or as an inducement to the Bank to enter into this Bond Purchase Agreement, or in any separate statement or document to be delivered hereunder to the Bank, shall be materially false, incorrect, or incomplete when made.

(d) The Issuer shall admit its inability to pay its debts as they mature, or shall make an assignment for the benefit of its creditors.

(e) Proceedings in bankruptcy or for reorganization of the Issuer or for the readjustment of the respective debts of Issuer, under the U.S. Bankruptcy Code, as amended, or any part thereof, or under any other Laws, whether state or federal, for the relief of debtors, now or hereafter existing, shall be commenced by the Issuer or shall be commenced against the Issuer and shall not be dismissed within forty-five (45) days of the institution thereof.

(f) A receiver or trustee shall be appointed for Issuer or any proceedings shall be instituted for the dissolution or the full or partial liquidation of the Issuer or the Issuer shall discontinue business or materially change the nature of its business and such receivership, trusteeship or proceeding continues for forty-five (45) days after its institution.

(g) The Loan is Out of Balance at any time, and is not brought back into balance by a cash payment from the Issuer within thirty (30) business days after notice is given, or before the next disbursement hereunder, whichever is the first to occur.

(h) There is any material loss, theft, damage or destruction to or of any of the other Collateral (to the extent

that any such loss, theft, damage or destruction is not fully compensated by insurance or by cash deposited with the Bank within thirty (30) days after the occurrence of such loss, theft, damage or destruction).

(i) The presence on or in or under the Project of any pollutants, contaminants or other substances (i) which may be or are hazardous or toxic or (ii) which may cause or have caused an investigation by any agency or instrumentality of any local, state or federal government or (iii) which may be or are in violation of any Laws of any local, state or federal government or (iv) which may be or are a hazard to residents of the area in which the Project is located.

(j) The Project is not in any event completed by the Completion Date, or cannot, in the Bank's judgment, reasonably be expected to be completed by such date.

(k) There is an Event of Default under either the Senior Indenture or the Subordinated Indenture which is not cured within any applicable cure period.

9.2. Acceleration. Upon the occurrence of an Event of Default, at the option of the Bank by written notice to the Issuer, the Bank may declare the Bonds to be immediately due and payable.

9.3. Remedies. After any acceleration, as provided for in Paragraph 9.2 hereof, the Bank shall have, in addition to the rights and remedies given it by the Financing Documents, all those allowed by all applicable Laws, including, but without limitation, all the rights and remedies under the Uniform Commercial Code as enacted in any jurisdiction in which any Collateral may be located. Without limiting the generality of the foregoing, the Bank may immediately, without demand of performance and without other notice (except as specifically required by this Bond Purchase Agreement or the Collateral Documents) or demand whatsoever to the Issuer, all of which are hereby expressly waived, sell at public or private sale or otherwise realize upon, the whole or, from time to time, any part of the Collateral, or any interest which the Issuer may have therein. After deducting from the proceeds of sale or other disposition of the Collateral all expenses (including all reasonable expenses for legal services), the Bank shall apply such proceeds toward the satisfaction of the obligations of the Issuer to the Bank. Any remainder of the proceeds after satisfaction in full of such obligations shall be distributed as required by applicable Laws. Notice of any sale or other disposition shall be given to the Issuer as required by law, which the Issuer hereby agrees shall be reasonable notice of such sale or other disposition. The Issuer agrees to assemble, or to cause to be assembled, at its own expense, the Collateral at such place or places as the Bank shall designate. At any such sale or other disposition, the Bank may, to the extent permissible under applicable Laws, purchase the whole or any part of the Collateral. With respect to the exercise of the Bank's right to non-judicial foreclosure sale of any property pursuant to the terms of a Deed of Trust, the Bank shall be governed by the terms and conditions of the Deed of Trust and to the extent applicable other laws of Missouri regarding real estate foreclosures. Without limiting the generality of any of the rights and remedies conferred upon the Bank under this Section, the Bank may, at its option, to the full extent permitted by applicable laws:

(a) Enter upon the Project or the Chouteau Building or both, exclude the Issuer therefrom, and take immediate possession of the Collateral, either personally or by means of a receiver appointed by a court of competent jurisdiction, using all necessary force to do so;

(b) Use, operate, manage and control the Collateral in any lawful manner;

(c) Collect and receive all rents, income, revenue, earnings, issues and profits from the Collateral;

(d) Maintain, repair, renovate, alter or remove the Collateral as the Bank may determine in its discretion;

(e) Disburse funds from the Loan Closing Account to any Contractor, subcontractor, or any person furnishing labor, material, fixtures or equipment in connection with the Project for the account of the Issuer, and the sums paid or advanced shall for the purpose of this Bond Purchase Agreement be deemed to have been advanced to the Issuer pursuant to the provisions hereof;

(f) Perform or cause to be performed any and all of the work and labor necessary to complete the Project substantially in accordance with the Plans and Specifications;

(g) In connection with the paragraph immediately preceding, the Bank may employ watchmen to protect the Project from depredation or injury;

(h) At its option, use all drawings, specifications, computations, sketches, test data, survey results, models, photographs, renderings and other material relating to the Project and prepared by the Architect in connection therewith necessary to complete the Project;

(i) If any mechanics' liens should be filed against the Project, at its option, pay the same, it being agreed that sums so paid or expended in accordance with any of the provisions of this paragraph shall be added to and become a part of the sums secured by the Collateral.

To implement the rights of the Bank under this paragraph, the Issuer hereby constitutes the Bank its true and lawful attorney-in-fact with full power of substitution in the premises to complete the Project and deal with the Contractor and the Architect for any and all purposes in connection therewith in the name of the Issuer and to pay all bills and expenses incurred in connection therewith. In furtherance of the power of attorney hereby granted the Bank by the Issuer, the Issuer hereby empowers

the Bank as follows:

- (1) to use any funds of the Issuer, including any balance in the Loan Clearing Account, for the purpose of completing the Project;
- (2) to complete the Project in substantially the manner contemplated by the Plans and Specifications and in connection therewith to employ such contractors, agents, architects and inspectors as shall be required;
- (3) to pay, settle or compromise all existing bills and claims which may be or become liens against the Project or as may be necessary or desirable for completion of the Project or for the clearance of title to the Project; and
- (4) to execute all applications, certificates or instruments in the name of the Issuer which may be required by any governmental authority or contract, and do any and every act which Issuer might do in its own behalf.

It is further understood and agreed that this power of attorney shall be deemed to be a power coupled with an interest and cannot be revoked.

The Bank, as attorney-in-fact of the Issuer, shall also have power to pay any amounts of costs which are to be (but are not) paid by the Issuer hereunder (including, without limitation, insurance premiums, tax assessments and levies) and to prosecute and defend all actions and proceedings in connection with the Project and the Collateral including actions by or against the Contractor and the Architect, and to take such action and require such performance under any surety bond or other obligation or to execute in the name of the Issuer such further bonds or obligations as may be reasonably required in connection with the work. The Issuer hereby assigns and quit claims to the Bank all sums unadvanced hereunder conditioned upon the use of such sums in trust for the completion of the Project, such assignment to become effective only upon an Event of Default, but the Bank shall be under no obligation to do any of the things provided for in this Section. Any amounts paid or advanced by the Bank in excess of the proceeds of the Bonds shall nevertheless be considered part of the Issuer's obligations to the Bank and secured to the same extent by all of the Collateral and guaranteed by the Guaranty.

10. Miscellaneous.

10.1. Further Assurance. From time to time, the Issuer will execute and deliver to the Bank such additional documents and will provide such additional information as the Bank may reasonably require to carry out the terms of this Bond Purchase Agreement and be informed of the Issuer's status and affairs.

10.2. Enforcement and Waiver by the Bank. The Bank shall have the right at all times to enforce the provisions of the Financing Documents in strict accordance with the terms thereof, notwithstanding any conduct or custom on the part of the Bank in refraining from so doing at any time or times. The failure of Bank at any time or times to enforce its rights under such provisions, strictly in accordance with the same, shall not be construed as having created a custom in any way or manner contrary to specific provisions of this Bond Purchase Agreement or as having in any way or manner modified or waived the same. All rights and remedies of the Bank are cumulative and concurrent and the exercise of one right or remedy shall not be deemed a waiver or release of any other right or remedy.

10.3. Expenses of the Bank. The Issuer shall pay to the Bank at the closing all fees and expenses of the Bank (including fees and expenses of the Bank's legal counsel) incurred by the Bank in connection with the preparation of all Financing Documents, perfection of the liens granted pursuant to the Financing Documents and administration or collection and enforcement of the Bonds and other costs and expenses associated therewith, including, without limitation, costs of title insurance, survey, environmental assessments, soil reports, architectural and engineering inspections and reports and recording fees. The Issuer shall pay when due the costs and expenses of collection or attempted collection of the amounts payable under the Bonds and other Financing Documents, including reasonable attorneys' fees whether or not litigation is commenced and including representation in any bankruptcy, receivership or other insolvency proceeding.

10.4. Notices. Any notices or consents required or permitted by this Bond Purchase Agreement shall be in writing and shall be deemed delivered if delivered in person or if sent by certified mail, postage prepaid, return receipt requested, or telegraph, as set forth below, unless such address is changed by written notice hereunder, all mailed notices shall be deemed given three (3) days after mailing.

If to the Issuer: The City of St. Louis, Missouri
1200 Market Street, Room 220
St. Louis, Missouri 63103
Attn: Larry C. Williams, Treasurer

If to the Bank: Pioneer Bank and Trust Company
105 N. Lindbergh Boulevard
Creve Coeur, Missouri 63141
Attention: Daniel P. Narzinski, President

10.5. Waiver and Release by the Issuer. To the maximum extent permitted by applicable Laws, the Issuer:

(a) Waives notice and opportunity to be heard, after acceleration in the manner provided in Paragraph 9.2, before exercise by the Bank of the remedies of self-help, set-off, or other summary procedures permitted by any applicable Laws or by any agreement with the Issuer and, except where required hereby or by any applicable Laws, notice of any other action taken by the Bank; and

(b) Releases the Bank and its officers, attorneys, agents and employees from all claims for loss or damage caused by any act or omission on the part of any of them except willful misconduct or gross negligence.

10.6. Revival of Obligations. To the extent that the Issuer makes a payment or payments to the Bank or the Bank enforces its security interest and lien or exercises its right of set-off, and such payment or payments or the proceeds of such enforcement or set-off or any part thereof are subsequently invalidated, declared to be fraudulent or preferential, set aside or required to be repaid to a trustee, receiver or other party under the Bankruptcy Code, state or federal law, common law or equitable cause, then, to the extent of such recovery, the liability or part thereof originally intended to be satisfied shall be revived and continued in full force and effect as if such payment had not been made or such enforcement or set-off had not occurred and shall be part of the obligations secured by the Collateral.

10.7. Binding Effect, Assignment and Entire Agreement. This Bond Purchase Agreement shall inure to the benefit of, and shall be binding upon, the respective successors and permitted assigns of the parties hereto. The Issuer has no right to assign any of its rights or obligations hereunder without the prior written consent of the Bank. This Bond Purchase Agreement, and the documents executed and delivered pursuant hereto, constitute the entire agreement between the parties, and may be amended only by a writing signed on behalf of each party.

10.8. Effect of Subsequent Amendments or Modifications. If, after the date hereof, this Bond Purchase Agreement or any of the terms defined herein (or incorporated herein by reference) or any other Financing Document or any document or instrument ancillary thereto or hereto shall be amended or modified, such amendment or modification shall be deemed immediately incorporated herein by reference as if originally contained in this Bond Purchase Agreement or in the Financing Documents or such documents or instruments ancillary thereto or hereto without further modification to, amendment of or other confirmation of the continuing effect of any such, it being agreed that this Bond Purchase Agreement, the Financing Documents and all documents and instruments ancillary hereto or thereto will continue in full force and effect notwithstanding any such modification or amendment, mutatis mutandis.

10.9. Signage. At the request of the Bank the Issuer will erect on the Project Site one or more signs, to be provided by the Bank, stating that financing for the Project was provided by Pioneer Bank and Trust Company.

10.10. Set-off Right. The Issuer hereby grants to the Bank a continuing lien for all indebtedness hereunder upon any and all moneys, securities and other property of the Issuer and the proceeds thereof, now or hereafter held or received by or in transit to, the Bank from or for the Issuer with, and any and all claims of the Issuer against, the Bank at any time existing. Upon the occurrence of any Event of Default, the Bank is hereby authorized at any time and from time to time, without notice to Issuer, to set-off, appropriate and apply any or all items hereinabove referred to against all indebtedness of the Issuer to the Bank, whether under this Bond Purchase Agreement, the Bonds or otherwise, and whether now existing or hereafter arising.

10.11. Consent to Jurisdiction; Waiver of Jury Trial. THE ISSUER IRREVOCABLY SUBMITS TO THE NONEXCLUSIVE JURISDICTION OF ANY MISSOURI STATE COURT SITTING IN THE CITY OF ST. LOUIS, MISSOURI AND/OR ANY UNITED STATES OF AMERICA COURT SITTING IN THE EASTERN DISTRICT OF MISSOURI, EASTERN DIVISION, AS THE BANK MAY ELECT, IN ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY DOCUMENT DELIVERED HEREUNDER. THE ISSUER HEREBY IRREVOCABLY AGREES THAT ALL CLAIMS IN RESPECT OF SUCH SUIT, ACTION OR PROCEEDING MAY BE HELD AND DETERMINED IN ANY OF SUCH COURTS. THE ISSUER IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION WHICH THE ISSUER MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT, AND THE ISSUER FURTHER IRREVOCABLY WAIVES ANY CLAIM THAT SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM. THE ISSUER AUTHORIZES THE SERVICE OF PROCESS UPON THE ISSUER BY REGISTERED MAIL SENT TO THE ISSUER AT THE ADDRESS DETERMINED PURSUANT TO SECTION 10.4. **THE ISSUER AND THE BANK HEREBY IRREVOCABLY WAIVE THE RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY ACTION IN WHICH THE ISSUER AND THE BORROWER ARE PARTIES RELATING TO OR ARISING OUT OF OR IN CONNECTION WITH THIS BOND PURCHASE AGREEMENT OR ANY DOCUMENT DELIVERED HEREUNDER.**

10.12. Writing Required. Oral Agreements or commitments to loan money, extend credit or to forebear from enforcing repayment of a debt, including promises to extend or renew such debt, are not enforceable. To protect you (borrower) and us (creditor) from misunderstanding or disappointment, any agreements we reach covering such matters are contained in this writing, which is the complete and exclusive statement of the agreement between us, except as we may later agree in writing to modify it.

11. Governing Law. The construction and enforcement of this Bond Purchase Agreement shall be governed by the laws of the State of Missouri.

12. Severability. In case any one or more of the provisions of this Bond Purchase Agreement shall, for any reason,

be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions of this Bond Purchase Agreement, and this Bond Purchase Agreement shall be construed and enforced as if such illegal or invalid provisions had not been contained herein.

13. **Counterparts.** This Bond Purchase Agreement shall be executed in multiple counterparts, each being regarded as an original, and will become effective upon the acceptance hereof by the City and the Issuer and will be valid and enforceable as of the time of such acceptance.

14. **Execution.** You shall signify your acceptance of this Bond Purchase Agreement by execution below by the City and the Issuer. This Bond Purchase Agreement shall become effective upon such execution on or before 5:00 p.m., St. Louis time, on the date hereof.

Very truly yours,

Pioneer Bank And Trust Company

By: _____
Name: Daniel P. Narzinski
Title: President

The City of St. Louis, Missouri

By: _____
Francis G. Slay
Mayor

By: _____
Darlene Green
Comptroller

By: _____
Larry C. Williams
Treasurer and Supervisor of
Parking Meters

Approved as to Form:

Attest:

By: _____
City Counsel

Parrie L. May
City Register

EXHIBIT C

OUTSTANDING REVENUE OBLIGATIONS

Outstanding Under the Senior Indenture:

Parking Revenue Refunding Bonds, Series 1996, in the original principal amount of \$25,820,000

[Parking Revenue Bonds (Marquette Building Facilities), Series 1998 in the original principal amount of \$8,000,000]

Parking Revenue Bonds (Argyle Building Facilities), Series 1999 in the original principal amount of \$11,420,000

Outstanding Under the Subordinated Indenture:

Subordinated Parking Revenue Bonds (Downtown Parking Facilities) Series 2002 in the original principal amount of \$21,005,000

EXHIBIT D

FORM OF COMPLIANCE CERTIFICATE

_____, 2006

Pioneer Bank and Trust Company

105 North Lindbergh
 St. Louis, Missouri 63141
 Attention: Daniel Narzinski, President

Ladies and Gentlemen:

Reference is hereby made to the Bond Purchase Agreement dated _____, 2006, by and between the City of St. Louis, Missouri acting through its treasurer in his capacity as Supervisor of Parking Meters, and Pioneer Bank and Trust Company (as from time to time amended, modified, extended or renewed, the "Agreement"). All capitalized terms used and not otherwise defined herein shall have the respective meanings ascribed to them in the Agreement.

The undersigned hereby certifies to you that as of the date hereof:

- (a) all of the representations and warranties of the Issuer set forth in the Agreement are true and correct in all material respects;
- (b) no violation or breach of any of the covenants set forth in the Agreement has occurred and is continuing;
- (c) no Default or Event of Default under or within the meaning of the Agreement has occurred and is continuing;
- and
- (d) the financial statements of Issuer delivered to you with this letter are true, correct and complete and have been prepared in accordance with generally accepted accounting principles.

Very truly yours,

THE CITY OF ST. LOUIS, MISSOURI

By: _____
 Title: Treasurer

Approved: June 13, 2006

ORDINANCE #67121
Board Bill No. 85

An ordinance recommended by the Parking Commission making appropriation for payment of the operating expenses, capital equipment and improvement expenses, including lease purchase agreements involving Parking Division assets, and debt service expenses of the Parking Division of the Treasurer's Office, Kiel Parking Facilities, Argyle Parking Facility, Chouteau Parking Facility, Williams Paper Parking Facility, and the Central Downtown Parking Facility for the fiscal year beginning July 1, 2006 and ending June 30, 2007, amounting in the aggregate to the sum of Twelve Million, Eight Hundred Forty Thousand, Ninety Two Dollars (\$12,840,092) and containing an emergency clause.

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

SECTION ONE. There is hereby appropriated, from the anticipated revenue of the Parking Fund, the Sum of Six Million, Five Hundred Sixty One Thousand, Four Hundred Forty Six Dollars (\$6,561,446) for the payment during the fiscal period beginning July 1, 2006 and extending through June 30, 2007 of operating expenses, capital expenses, lease/purchase agreements for Parking Division assets, including parking systems and equipment and other required expenses of the Parking Division of the Treasurer's Office, as hereinafter detailed on Exhibit 1.

SECTION TWO. Pursuant to Ordinance 62674, dated July 7, 1992, there is hereby appropriated from revenues available to the Kiel Center Parking Facilities the sum of Two Million, Three Hundred Eighty Five Thousand, Five Hundred Fifty Six Dollars (\$2,385,556) for the operations and maintenance of the Kiel Center Parking Facilities, including the sum of One Million, Six Hundred Ninety Four Thousand, Eight Hundred, Thirty Five Dollars (\$1,694,835) for debt service as hereinafter detailed on Exhibit 2.

SECTION THREE. Pursuant to Ordinance 64539 dated January 4, 1999, there is hereby appropriated from revenues available to the Argyle Parking Facility the sum of One Million, Two Hundred Fifty Five Thousand, Nine Hundred Twenty One Dollars (\$1,255,921) for the operations and maintenance of the Argyle Parking Facility, including the sum of Nine Hundred Seventy Six Thousand, One Hundred Seventy Four Dollars (\$976,174) for debt service as hereinafter detailed on Exhibit 3.

SECTION FOUR. There is hereby appropriated from revenues available to the Chouteau Parking Facility the sum of Five Hundred Eighty Four Thousand, One Hundred Dollars (\$584,100) for the operations and maintenance of the Chouteau Parking Facility as hereinafter detailed on Exhibit 4.

SECTION FIVE. There is hereby appropriated from revenues available to The Williams Paper Parking Facility the sum of Three Hundred Two Thousand, Six Hundred Dollars (\$302,600) for the operations and maintenance of The Williams Paper Parking

Facility as hereinafter detailed in Exhibit 5.

SECTION SIX. Pursuant to ordinance 65403 dated January 25, 2002, there is hereby appropriated from revenues available to the Central Downtown Parking Facility the sum of One Million, Seven Hundred Fifty One Thousand, Four Hundred Sixty Eight Dollars (\$1,751,468) for the operations and maintenance of the Central Downtown Parking Facility including the sum of One Million, Three Hundred Eighty Six Thousand, One Hundred Twenty Five Dollars (\$1,386,125) for debt service as hereinafter detailed on Exhibit 6.

SECTION SEVEN. The passage of this Ordinance being deemed necessary for the immediate preservation of the public peace, health and safety, it is hereby declared to be an emergency Ordinance as provided for by Article IV. Section 20 of the Charter of the City of St. Louis and shall be effective immediately upon approval by the Mayor.

EXHIBIT 1

CITY OF ST. LOUIS

FY 2006-2007

Fund 1520

Dept. 343

Name: Parking Division

<u>ACCT</u>	<u>ITEM DESCRIPTION</u>	<u>AMOUNTS</u>	<u>SUBTOTALS</u>
	-PERSONAL SERVICES-		
5101	Salaries - Regular Employees	4,114,063	
5136	Employer Social Security Coverage	314,726	
5137	Employee Health Insurance	516,765	
5138	Employee Retirement Plan	310,612	
5142	Employees Life Insurance	14,070	
5144	Worker's Compensation - Disability	200,000	
5149	Worker's Compensation - Administration	61,711	
			5,531,946
	-MATERIALS & SUPPLIES-		
5235	Office Supplies & Computer Supplies	18,100	
5237	Health & Safety (Wearing Apparels)	22,700	
5238	Facility & Grounds	20,000	
5239	Fleet Supplies	82,000	
5290	Parking Supplies (Tools, Misc, Tickets)	116,000	
			258,800
	-RENTAL AND NON-CAPITAL LEASES-		
5335	Lease of Equipment	1,200	
			1,200
	-NON-CAPITAL EQUIPMENT-		
5435	Office Equipment	29,700	
5490	Parking Equipment	17,500	
			47,200
	-CONTRACTUAL & OTHER SERVICES-		
5635	Postage	3,900	
5636	Telecom. Services & Repair Contracts	33,100	
5637	Health & Safety	14,000	
5639	Fleet Repair	60,000	
5645	Travel	13,500	
5646	CPE	4,000	
5649	Utilities	33,000	
5659	Professional Service	183,800	
5660	Legal Service	140,000	
5668	Lobbying	2,000	

5638	Facility & Grounds	10,000	
5670	Prior Year Encumbrances	125,000	
5690	Parking Expansion & Repairs	30,000	
5790	New Parking Lots	70,000	
			<u>722,300</u>
	DEPARTMENTAL TOTAL		<u>6,561,446</u>

EXHIBIT 2

CITY OF ST. LOUIS

FY 2006-2007

FUND	1521		
DEPT	343		
NAME	Kiel Parking Facility		
<u>ACCT</u>	<u>ITEM DESCRIPTION</u>	<u>AMOUNTS</u>	<u>SUBTOTALS</u>
	-PERSONAL SERVICES-		
5101	Salaries - Regular Employees	149,707	
5112	Salaries - Per Performance Employees	211,386	
5136	Employer Social Security Coverage	27,263	
5137	Employees Health Insurance	18,325	
5138	Employee Retirement Plan	11,303	
5142	Employees Life Insurance	572	
5147	Worker's Compensation - Administration	2,246	
			402,801
	-MATERIALS & SUPPLIES-		
5235	Office & Computer Supplies	5,400	
5237	Health & Safety (Wearing Apparel)	2,000	
5238	Facility & Grounds	4,000	
5290	Parking Supplies (Tools, Misc, Tickets)	18,300	
5239	Fleet Supplies	3,600	
			33,300
	-NON-CAPITAL EQUIPMENT-		
5490	Parking Equipment	1,500	
5535	Equipment	5,000	
			6,500
	-CONTRACTUAL & OTHER SERVICES-		
5639	Fleet Repair	4,000	
5636	Telecom Service	3,720	
5637	Health & Safety	6,000	
5638	Facility & Grounds	37,400	
5649	Utilities	60,000	
5659	Professional Services	55,000	
5663	Insurance Property	60,000	
5790	New Parking Lots	3,000	
			230,120
	-DEBT SERVICE CHARGES-		
5755	Principal	530,000	
5756	Interest	1,158,835	
5757	Debt Fees	6,000	
			<u>1,694,835</u>
	DEPARTMENT TOTALS		<u>2,385,556</u>

EXHIBIT 3
CITY OF ST. LOUIS
FY 2006-2007

FUND	1523		
DEPT	343		
NAME	Argyle Parking Facility		
<u>ACCT</u>	<u>ITEM DESCRIPTION</u>	<u>AMOUNTS</u>	<u>SUBTOTALS</u>
	-PERSONAL SERVICES-		
5101	Salaries - Regular employees	108,783	
5136	Employer Social Security Coverage	8,322	
5137	Employees Health Insurance	18,325	
5138	Employee Retirement Plan	8,213	
5142	Employees Life Insurance	372	
5172	Salaries - Per Performance	0	
5147	Worker's Compensation - Administration	1,632	
			145,647
	-MATERIALS & SUPPLIES-		
5235	Office & Computer Supplies	3,000	
5237	Health & Safety (Wearing Apparel)	500	
5238	Facility & Grounds	2,000	
5290	Parking Supplies (Tools, Misc, Tickets)	2,500	
			8,000
	-NON-CAPITAL EQUIPMENT-		
5435	Office Equipment	4,300	
5535	Equipment	11,400	
			15,700
	-CONTRACTUAL & OTHER SERVICES-		
5636	Telecom. Services & Repair Contracts	3,300	
5637	Health & Safety	2,000	
5638	Facility & Grounds	19,000	
5649	Utilities	26,100	
5663	Insurance - Property	50,000	
5790	New Parking Lots - Special	5,000	
5690	Parking Expansion & Repairs	5,000	
			110,400
	-DEBT SERVICE CHARGES-		
5755	Principal	355,000	
5756	Interest	615,174	
5757	Debt Fees	6,000	
			976,174
	DEPARTMENT TOTAL		1,255,921

EXHIBIT 4
CITY OF ST. LOUIS
FY 2006-2007

FUND	1524		
DEPT	343		
NAME	Chouteau Parking Facilities		
<u>ACCT</u>	<u>ITEM DESCRIPTION</u>	<u>AMOUNTS</u>	<u>SUBTOTALS</u>
	-MATERIALS & SUPPLIES-		
5238	Facility & Grounds	500	
			500
	-CAPITAL ASSETS-		
5535	Equipment	200,000	
5538	Tenant improvements	50,000	
			250,000
	-CONTRACTUAL & OTHER SERVICES-		
5636	Telecom services	600	
5638	Facility & Grounds	290,000	
5649	Utilities	3,000	
5659	Professional Services	40,000	
5663	Insurance	0	
			333,600
	DEPARTMENT TOTAL		584,100

EXHIBIT 5
CITY OF ST. LOUIS
FY 2006-2007

FUND	1525		
DEPT	343		
NAME	Williams Paper Project		
<u>ACCT</u>	<u>ITEM DESCRIPTION</u>	<u>AMOUNTS</u>	<u>SUBTOTALS</u>
	-MATERIAL & SUPPLIES-		
5235	Office & Computer Supplies	100	
5238	Facility & Grounds	1,000	
5290	Parking Supplies	1,500	
			2,600
	-CONTRACTUAL & OTHER SERVICES-		
5636	Telecom Services	3,000	
5638	Facility & Grounds	3,000	
5649	Utilities	3,000	
5790	New Parking Lots - Special	3,000	
			12,000
	-DEBT SERVICE CHARGES-		
5756	Interest	288,000	
			288,000
	DEPARTMENT TOTALS		302,600

EXHIBIT 6
CITY OF ST. LOUIS
FY 2006-2007

FUND	1526		
DEPT	343		
NAME	Central Downtown Parking Facility		
<u>ACCT</u>	<u>ITEM DESCRIPTION</u>	<u>AMOUNTS</u>	<u>SUBTOTALS</u>
	-PERSONAL SERVICES-		
5101	Salaries - Regular Employees	137,259	
5172	Salaries - Per Performance Employees	38,246	
5136	Employer Social Security Coverage	13,426	
5137	Employees Health Insurance	14,660	
5138	Employees Retirement Plan	10,363	
5142	Employees Life Insurance	469	
5147	Worker's Compensation - Administration	2,059	
			216,483
	-MATERIALS & SUPPLIES-		
5235	Office & Computer Supplies	3,100	
5237	Health & safety (Wearing Apparel)	500	
5238	Facility & Grounds	1,000	
5290	Parking Supplies	3,000	
			7,600
	-CONTRACTUAL & OTHER SERVICES-		
5636	Telecom Services	4,000	
5637	Health & Safety	460	
5638	Facility & Grounds	26,000	
5649	Utilities	44,800	
5663	Insurance Property	50,000	
5790	New Parking Lots	5,000	
5659	Professional Services	10,000	
			140,260
	-DEBT SERVICE CHARGES-		
5755	Principal	450,000	
5756	Interest	926,125	
5757	Debt Fees	10,000	
			1,386,125
	DEPARTMENT TOTAL		1,750,468

Approved: June 13, 2006

ORDINANCE #67122
Board Bill No. 89

An ordinance pertaining to the Leasehold Revenue Bonds, Series 2005 authorized by Ordinance 66648 and recommended by the Board of Estimate and Apportionment, appropriating from said bond funds account for fiscal years FY07 and FY08 an amount not to exceed seventeen million dollars (\$17,000,000), to be used for convention center asset preservation costs and other public infrastructure improvements promoting conventions and tourism in the City; said funds available in the Leasehold Revenue Bonds, Series 2005 bond fund account; authorizing the Comptroller to draw warrants from time to time upon submission of properly certified vouchers in conformance with procedures established by the Comptroller of the City; and containing an emergency clause.

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

SECTION ONE. There is hereby appropriated from the Leasehold Revenue Bonds, Series 2005 bond funds account for fiscal years FY07 and FY08 an amount not to exceed seventeen million dollars (\$17,000,000) to be used for convention center asset preservation costs, and other public infrastructure improvements promoting conventions and tourism in the City as detailed in Exhibit A; said funds available in the Leasehold Revenue Bonds, Series 2005 bond funds account.

SECTION TWO. The Comptroller of the City is hereby authorized to draw warrants from time to time on the Treasurer of the City for payment of expenses authorized herein upon submission of properly certified vouchers in conformance with procedures established by the Comptroller of the City and, as necessary, the Comptroller or Treasurer are hereby authorized to make such applications or certifications and provide such data to the Trustee of the Leasehold Revenue Bonds, Series 2005 authorized under Ordinance 66648, and to take whatever action necessary in order to provide for the payment or reimbursement of eligible costs authorized herein.

SECTION THREE. Emergency Clause. This being an Ordinance for public works, it is hereby declared to be an immediate measure within the meaning of Sections 19 and 20 of Article IV of the Charter of the City of St. Louis and therefore this Ordinance shall become effective immediately upon its passage and approval by the Mayor.

EXHIBIT A

Uses of Series 2005A and B Proceeds

SERIES 2005A (Convention Center Property) Projects

	FY 07	FY 08	Total
<u>Convention Center</u>			
CCC Asset Preservation	1,600,000	1,600,000	3,200,000
CCC Roof (remaining portion)	--	1,750,000	1,750,000
CCC HVAC and Chillers	830,000	830,000	1,660,000
CCC Fire Alarm System	855,000	45,000	900,000
CCC Restroom Renovations	150,000	250,000	400,000
CCC Concrete Floor Slab Replacement	100,000	0	100,000
Total Series A Projects	3,535,000	4,475,000	8,010,000

SERIES 2005B (Convention and Tourism) Projects

	FY 07	FY 08	Total
East Stadium Exp. (Asset Preservation)	1,000,000	1,000,000	2,000,000
Multimodal Station	2,000,000	--	2,000,000
Traffic Signal Interconnect - Downtown	670,000	480,000	1,150,000
Jefferson Avenue Viaduct	0	900,000	900,000
Delmar Bridge - Connecting to Loop Area	500,000	500,000	1,000,000
Truman Parkway - Connection to 18 th St.	500,000	--	500,000
7 th Street Improvements - Cere to Park	365,000	85,000	450,000
N. Grand Reconstruction	150,000	--	150,000
Grand Avenue Viaduct	--	180,000	180,000
Delmar Streetscape Enhancements	181,000	--	181,000
Total Series B Projects	5,366,000	3,145,000	8,511,000
Total Series A and Series B Projects	8,901,000	7,620,000	16,521,000

Approved: June 13, 2006

ORDINANCE #67123
Board Bill No. 9

An ordinance approving a Redevelopment Plan for the 4242-44 Virginia Avenue Area ("Area") after finding that the Area is blighted as defined in Section 99.320 of the Revised Statutes of Missouri, 2000, as amended, (the "Statute" being Sections 99.300 to 99.715 inclusive), containing a description of the boundaries of said Area in the City of St. Louis ("City"), attached hereto and incorporated herein as Exhibit "A", finding that redevelopment and rehabilitation of the Area is in the interest of the public health, safety, morals and general welfare of the people of the City; approving the Plan dated February 21, 2006 for the Area ("Plan"), incorporated herein by attached Exhibit "B", pursuant to Section 99.430; finding that there is a feasible financial plan for the development of the Area which affords maximum opportunity for development of the Area by private enterprise; finding that **no** property in the Area may be acquired by the Land Clearance for Redevelopment Authority of the City of St. Louis ("LCRA") through the exercise of eminent domain or otherwise; finding that the property within the Area is **unoccupied**, but if it should become occupied, the Redeveloper shall be responsible for relocating any eligible occupants displaced as a result of implementation of the Plan; finding that financial aid may be necessary to enable the Area to be redeveloped in accordance with the Plan; finding that there shall be available five (5) year real estate tax abatement; and pledging cooperation of the Board of Aldermen and requesting various officials, departments, boards and agencies of the City to cooperate and to exercise their respective powers in a manner consistent

with the Plan.

WHEREAS, by reason of predominance of defective or inadequate street layout, insanitary or unsafe conditions, deterioration of site improvements, improper subdivision or obsolete platting, there exist conditions which endanger life or property by fire or other causes and constitute an economic or social liability or a menace to the public health, safety, morals or welfare in the present condition and use of the Area, said Area being more fully described in Exhibit "A"; and

WHEREAS, such conditions are beyond remedy and control solely by regulatory process in the exercise of the police power and cannot be dealt with effectively by ordinary private enterprise without the aids provided in the Statute; and

WHEREAS, there is a need for the LCRA, a public body corporate and politic created under Missouri law, to undertake the development of the above described Area as a land clearance project under said Statute, pursuant to plans by or presented to the LCRA under Section 99.430.1 (4); and

WHEREAS, the LCRA has recommended such a plan to the Planning Commission of the City of St. Louis ("Planning Commission") and to this St. Louis Board of Aldermen ("Board"), titled "Blighting Study and Plan for 4242-44 Virginia Ave. Area," dated February 21, 2006, consisting of a Title Page, a Table of Contents Page, and fourteen (14) numbered pages, attached hereto and incorporated herein as Exhibit "B" ("Plan"); and

WHEREAS, under the provisions of the Statute, and of the federal financial assistance statutes, it is required that this Board take such actions as may be required to approve the Plan; and

WHEREAS, it is desirable and in the public interest that a public body, the LCRA, undertake and administer the Plan in the Area; and

WHEREAS, the LCRA and the Planning Commission have made and presented to this Board the studies and statements required to be made and submitted by Section 99.430 and this Board has been fully apprised by the LCRA and the Planning Commission of the facts and is fully aware of the conditions in the Area; and

WHEREAS, the Plan has been presented and recommended by LCRA and the Planning Commission to this Board for review and approval; and

WHEREAS, a general plan has been prepared and is recognized and used as a guide for the general development of the City and the Planning Commission has advised this Board that the Plan conforms to said general plan; and

WHEREAS, this Board has duly considered the reports, recommendations and certifications of the LCRA and the Planning Commission; and

WHEREAS, the Plan does prescribe land use and street and traffic patterns which may require, among other things, the vacation of public rights-of-way, the establishment of new street and sidewalk patterns or other public actions; and

WHEREAS, this Board is cognizant of the conditions which are imposed on the undertaking and carrying out of a redevelopment project, including those relating to prohibitions against discrimination because of race, color, creed, national origin, sex, marital status, age, sexual orientation or physical handicap; and

WHEREAS, in accordance with the requirements of Section 99.430 of the Statute, this Board advertised that a public hearing would be held by this Board on the Plan, and said hearing was held at the time and place designated in said advertising and all those who were interested in being heard were given a reasonable opportunity to express their views; and

WHEREAS, it is necessary that this Board take appropriate official action respecting the approval of the Plan.

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

SECTION ONE. There exists within the City of St. Louis ("City") a blighted area, as defined by Section 99.320 of the Revised Statutes of Missouri, 2000, as amended, (the "Statute" being Sections 99.300 to 99.715 inclusive, as amended) described in Exhibit "A", attached hereto and incorporated herein, known as the 4242-44 Virginia Avenue Area.

SECTION TWO. The redevelopment of the above described Area, as provided by the Statute, is necessary and in the public interest, and is in the interest of the public health, safety, morals and general welfare of the people of the City.

SECTION THREE. The Area qualifies as a redevelopment area in need of redevelopment under the provision of the Statute, and the Area is blighted as defined in Section 99.320 of the Statute.

SECTION FOUR. The Blighting Study and Plan for the Area, dated February 21, 2006 ("Plan") having been duly reviewed and considered, is hereby approved and incorporated herein by reference, and the President or Clerk of this St. Louis Board of Aldermen ("Board") is hereby directed to file a copy of said Plan with the Minutes of this meeting.

SECTION FIVE. The Plan for the Area is feasible and conforms to the general plan for the City.

SECTION SIX. The financial aid provided and to be provided for financial assistance pertaining to the Area is necessary to enable the redevelopment activities to be undertaken in accordance with the Plan for the Area, and the proposed financing plan for the Area is feasible.

SECTION SEVEN. The Plan for the Area will afford maximum opportunity, consistent with the sound needs of the City as a whole, for the redevelopment of the Area by private enterprise, and private developments to be sought pursuant to the requirements of the Statute.

SECTION EIGHT. The Plan for the Area provides that the Land Clearance for Redevelopment Authority of the City of St. Louis ("LCRA") may not acquire any property in the Area by the exercise of eminent domain or otherwise.

SECTION NINE. The property within the Area is currently unoccupied. If it should become occupied, all eligible occupants displaced by the Redeveloper ("Redeveloper" being defined in Section Twelve, below) shall be given relocation assistance by the Redeveloper at its expense, in accordance with all applicable federal, state and local laws, ordinances, regulations and policies.

SECTION TEN. The Plan for the Area gives due consideration to the provision of adequate public facilities.

SECTION ELEVEN. In order to implement and facilitate the effectuation of the Plan hereby approved it is found and determined that certain official actions must be taken by this Board and accordingly this Board hereby:

- (a) Pledges its cooperation in helping to carry out the Plan;
- (b) Requests the various officials, departments, boards and agencies of the City, which have administrative responsibilities, likewise to cooperate to such end and to execute their respective functions and powers in a manner consistent with the Plan; and
- (c) Stands ready to consider and take appropriate action upon proposals and measures designed to effectuate the Plan.

SECTION TWELVE. All parties participating as owners or purchasers of property in the Area for redevelopment ("Redeveloper") shall agree for themselves and their heirs, successors and assigns that they shall not discriminate on the basis of race, color, creed, national origin, sex, marital status, age, sexual orientation or physical handicap in the sale, lease, or rental of any property or improvements erected or to be erected in the Area or any part thereof and those covenants shall run with the land, shall remain in effect without limitation of time, shall be made part of every contract for sale, lease, or rental of property to which Redeveloper is a party, and shall be enforceable by the LCRA, the City and the United States of America.

SECTION THIRTEEN. In all contracts with private and public parties for redevelopment of any portion of the Area, all Redevelopers shall agree:

- (a) To use the property in accordance with the provisions of the Plan, and be bound by the conditions and procedures set forth therein and in this Ordinance;
- (b) That in undertaking construction under the agreement with the LCRA and the Plan, bona fide Minority Business Enterprises ("MBE's") and Women's Business Enterprises ("WBE's") will be solicited and fairly considered for contracts, subcontracts and purchase orders;
- (c) To be bound by the conditions and procedures regarding the utilization of MBE's and WBE's established by the City;
- (d) To adhere to the requirements of the Executive Order of the Mayor of the City, dated July 24, 1997.
- (e) To comply with the requirements of Ordinance No. 60275 of the City;
- (f) To cooperate with those programs and methods supplied by the City with the purpose of accomplishing, pursuant to this paragraph, minority and women subcontractors and material supplier participation in the construction under this Agreement. The Redeveloper will report semi-annually during the construction period the results of its endeavors under this paragraph, to the Office of the Mayor and the President of this Board; and
- (g) That the language of this Section Thirteen shall be included in its general construction contract and other construction contracts let directly by Redeveloper.

The term MBE shall mean a sole proprietorship, partnership, corporation, profit or non-profit organization owned, operated and controlled by minority group members who have at least fifty-one percent (51%) ownership. The minority group member(s) must have operational and management control, interest in capital and earnings commensurate with their percentage of ownership. The term Minority Group Member(s) shall mean persons legally residing in the United States who are Black, Hispanic, Native American (American Indian, Eskimo, Aleut or Native Hawaiian), Asian Pacific American (persons with origins from Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, U.S. Trust Territory of the Pacific Islands, Laos, Cambodia or Taiwan) or Asian Indian American (persons with origins from India, Pakistan or Bangladesh). The term WBE shall mean a sole proprietorship, partnership, corporation, profit or non-profit organization owned, operated and controlled by a woman or women who have at least

fifty-one percent (51%) ownership. The woman or women must have operational and managerial control, interest in capital and earnings commensurate with their percentage of ownership.

The term "Redeveloper" as used in this Section shall include its successors in interest and assigns.

SECTION FOURTEEN. A Redeveloper which is an urban redevelopment corporation formed pursuant to Chapter 353 of the Missouri Statutes shall hereby be entitled to real property ad valorem tax abatement, which shall not include any Special Business District, Neighborhood Improvement District, Commercial Improvement District, or any other single local taxing district created in accordance with Missouri law, whether now existing or later created, for a total period of up to five (5) years from the commencement of such tax abatement, in accordance with the following provisions of this Plan.

If property in the Area is sold by the LCRA to an urban redevelopment corporation formed pursuant to Chapter 353 of the Missouri Statutes, or if any such corporation shall own property within the Area, then for five (5) years after the date the redevelopment corporation shall acquire title to such property, taxes on such property shall be based upon the assessment of land, exclusive of any improvements thereon, during the calendar year preceding the calendar year during which such corporation shall have acquired title to such property. In addition to such taxes, any such corporation shall for the same five (5) year period make a payment in lieu of taxes to the Collector of Revenue of the City of St. Louis in an amount based upon the assessment on the improvements located on the property during the calendar year preceding the calendar year during which such corporation shall have acquired title to such property. If property shall be tax-exempt because it is owned by the LCRA and leased to any such corporation, then such corporation for the first five (5) years of such lease shall make payments in lieu of taxes to the Collector of Revenue of the City in an amount based upon the assessment on the property, including land and improvements, during the calendar year preceding the calendar year during which such corporation shall lease such property.

All payments in lieu of taxes shall be a lien upon the property and, when paid to the Collector of Revenue of the City shall be distributed as all other property taxes. These partial tax relief and payment in lieu of taxes provisions, during up to said five (5) year period, shall inure to the benefit of all successors in interest in the property of the redevelopment corporation, so long as such successors

SECTION FIFTEEN. Any proposed modification which will substantially change the Plan must be approved by the St. Louis Board of Aldermen in the same manner as the Plan was first approved. Modifications which will substantially change the Plan include, but are not necessarily limited to, modifications on the use of eminent domain, to the length of tax abatement, to the boundaries of the Area, or to other items which alter the nature or intent of the Plan. The Plan may be otherwise modified (e.g. urban design regulations, development schedule) by the LCRA, provided that such revisions shall be effective only upon the consent of the Planning Commission of the City. Changes which are not substantial are those that do not go to the crux of the Plan.

SECTION SIXTEEN. The sections of this Ordinance shall be severable. In the event that any section of this Ordinance is found by a court of competent jurisdiction to be invalid, the remaining sections of this Ordinance are valid, unless the court finds the valid sections of the Ordinance are so essential and inseparably connected with and dependent upon the void section that it cannot be presumed that this Board would have enacted the valid sections without the void ones, or unless the court finds that the valid sections standing alone are incomplete and are incapable of being executed in accordance with the legislative intent.

EXHIBIT "A"

**THE 4242-44 Virginia Avenue AREA
LEGAL DESCRIPTION**

C.B. 2653 VIRGINIA
50 FT 1 ½ IN X 168 FT/175 FT
STINES ADDN
LOT S-9 N-10

2653-00-0050
4242 Virginia Avenue

EXHIBIT B

BLIGHTING STUDY AND PLAN
FOR THE
4242-44 VIRGINIA AVENUE
PROJECT # 9975
LAND CLEARANCE FOR REDEVELOPMENT AUTHORITY
OF THE CITY OF ST. LOUIS
February 21, 2006

MAYOR
FRANCIS G. SLAY

**BLIGHTING STUDY AND PLAN FOR
THE 4242-44 Virginia Avenue AREA**

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EXHIBITS

- "A" LEGAL DESCRIPTION
- "B" PROJECT AREA PLAN
- "C" PROPOSED LAND USE
- "D" ACQUISITION MAP
- "E" EQUAL OPPORTUNITY AND NON-DISCRIMINATION GUIDELINES

A. EXISTING CONDITIONS AND FINDINGS OF BLIGHT**1. DELINEATION OF BOUNDARIES**

The 4242-44 Virginia Avenue Area ("Area") encompasses approximately 0.20 acres in Dutchtown Neighborhood of the City of St. Louis ("City") and is located on the east side of Virginia Avenue with Meramec St. to the north and Osceola St. to the south.

The legal description of the Area is attached and labeled Exhibit "A". The boundaries of the Area are delineated on Exhibit "B" ("Project Area Plan").

2. GENERAL CONDITION OF THE AREA

The Area comprises one parcel of City Block 2653. The Area is in poor condition. The physical conditions within the Area are shown on Exhibit "B" (Project Area Plan). For the purpose of this Plan, "Fair Condition" means (1) property that is generally structurally sound but suffers from inadequate maintenance and upkeep, or (2) vacant unimproved property that is under-utilized. "Poor Condition" means (1) buildings that are structurally unsound and/or substantially deteriorated, requiring major improvements such as new roofs, windows, systems, etc., in order to be used productively, or (2) property without buildings which is poorly maintained, has crumbling pavement, and/or is used for open storage.

Unemployment figures, computed by the Missouri State Employment Service, indicate an 8.3% unemployment rate for the City as of November, 2005. It is estimated that this rate is prevalent for residents of the neighborhoods surrounding the Area.

3. PRESENT LAND USE OF THE AREA

Existing land uses within the Area include an unoccupied four family residential building.

The land use, including the location of public and private uses, streets and other rights-of-way is shown on Exhibit "B".

4. PRESENT LAND USE AND DENSITY OF SURROUNDING PROPERTIES

The properties surrounding the Area are primarily used for residential purposes.

Residential density for the surrounding neighborhood is approximately 17.72 persons per acre.

5. CURRENT ZONING

The Area is zoned "B" Two Family Dwelling District pursuant to the Zoning Code of the City, which is incorporated in this Plan by reference.

6. FINDING OF BLIGHT

The property within the Area is unoccupied and in poor condition (as defined in Section A(2) above). The existence of deteriorated property constitutes both an economic liability to the City of St. Louis and presents a hazard to the health and well-being of its citizens. These conditions, therefore, qualify the Area as blighted within the meaning of Section 99.300 et seq. of the Revised Statutes of Missouri (the Land Clearance for Redevelopment Authority Law).

B. PROPOSED DEVELOPMENT AND REGULATIONS**1. DEVELOPMENT OBJECTIVES**

The primary objective of this Plan is to facilitate the development of the Area into productive residential uses.

2. PROPOSED LAND USE OF THE AREA

The proposed land uses for the Area are residential uses permitted in Areas designated "B" Two Family Dwelling District by the City of St. Louis Zoning Code. Redevelopers authorized by the Land Clearance for Redevelopment Authority of the City of St. Louis ("LCRA") to develop property in the Area (hereafter referred to as "Redeveloper") shall be permitted to use said property only for the above proposed uses.

Exhibit "C" (Proposed Land Use) shows the proposed uses for the Area. The 2005 Strategic Land Use Plan designates it as a Neighborhood Preservation Area (NPA).

3. PROPOSED ZONING

The zoning for the Area can remain "B" Two Family Dwelling District. All land coverage and building intensities shall be governed thereby.

4. RELATIONSHIP TO LOCAL OBJECTIVES

The proposed land uses, zoning, public facilities and utility plans are appropriate and consistent with local objectives as defined by the General Plan of the City of St. Louis which includes the 2005 Strategic Land Use Plan of the City of St. Louis. Any specific proposal to the LCRA for development of the Area or any portion of the Area shall contain, among other things, adequate provisions for traffic, vehicular parking, safety from fire, adequate provisions for light and air, sound design and arrangement and improved employment opportunities.

5. PROPOSED EMPLOYMENT FOR THIS AREA

No new jobs will be created in this Area because the proposed development is residential.

6. CIRCULATION

The Proposed Land Use Plan (Exhibit "C") indicates the proposed circulation system for the Area. The layouts, levels and grades of all public rights-of-way may remain unchanged.

Rights-of-way changes will be subject to the review and approval of the City Department of Streets, and all vacations of rights-of-way are subject to approval by ordinance.

7. BUILDING AND SITE REGULATIONS

The Area shall be subject to all applicable federal, state and local laws, ordinances, regulations and codes, including but not limited to, the City Building Code, Zoning District Regulations, and stipulations of the Planning and Urban Design Agency ("PDA") of the City. The population densities, land coverage, and building intensities of redevelopment shall be governed by the Zoning Code. No changes in the building codes or ordinances are required.

Each Redeveloper shall develop the Area in accordance with this Plan and the Redevelopment Agreement, and shall maintain all structures, equipment, paved areas, and landscaped areas controlled by the Redeveloper in good and safe order both inside and outside, structurally and otherwise, including necessary and proper painting. Failure to meet these requirements may result in suspension of tax abatement.

8. URBAN DESIGN

a. Urban Design Objectives

The property shall be developed so it is an attractive residential asset to the surrounding neighborhood.

b. Urban Design Regulations

Rehabilitation shall respect the original exterior in terms of design and materials. Window and door shapes and detailing shall be compatible with the original design.

New construction shall be compatible in design with the surrounding neighborhood, if any, in terms of scale, materials, set back, profile and site layout.

c. Landscaping

The property shall be well landscaped. Perimeter street trees of a minimum caliper of 2-1/2 inches and generally 30-35 feet on center, depending upon tree type, utilities, curb cuts, etc., shall be provided along all public or private streets - preferably in tree lawns along the curb. If necessary, sidewalks shall be notched to accommodate the trees.

Ornamental or shade trees should be provided in the front lawns along with evergreen accent shrubs.

Existing, healthy trees shall be retained, if feasible.

d. Fencing

Fencing in the front yards and facing side streets shall be limited to ornamental metal with black matte finish. Fencing behind the building line and not facing a street may be chain link with a black matte finish, or a good quality, privacy fence provided it is not wood stockade style.

9. PARKING REGULATIONS

Parking shall be provided in accordance with the applicable zoning and building code requirements of the City, including PDA standards. This will provide adequate vehicular parking for the Area.

Where feasible, parking shall be limited to the rear of the property off the alley, and at least one space shall be provided for each residential unit. In addition, surface parking shall not extend beyond the established building line. Surface parking along public streets shall be buffered by a continuous evergreen hedge at least two and one-half (2-1/2) feet high on planting and maintained at three and one-half (3-1/2) feet high at maturity.

10. SIGN REGULATIONS

All new signs shall be limited as set out in the City Code, PDA stipulations, this Plan and contracts between the LCRA and the Redeveloper. All new signs shall be restricted to standard sale/lease signs.

11. BUILDING, CONDITIONAL USE AND SIGN PERMITS

No building, conditional use, or sign permits shall be issued by the City without the prior written approval of the LCRA.

12. PUBLIC IMPROVEMENTS

No additional schools, parks, recreational and community facilities or other public facilities will be required. Additional water, sewage or other public utilities may be required depending on development. The cost of such utility improvements will be borne by the Redeveloper.

If funds are available to the LCRA, it may provide public improvements including, but not limited to, measures for the control of traffic, improvements to street lighting, street trees, and any other improvements which may further the objectives of this Plan.

When developed in accordance with this Plan, the Area will comprise a coordinated, adjusted and harmonious development that promotes the health, safety, morals, order, convenience, prosperity, the general welfare, efficiency and economy of the City.

C. PROPOSED SCHEDULE OF DEVELOPMENT

The implementation of this Plan shall take place in a single phase initiated within approximately one (1) year of approval of this Plan by ordinance and completed within approximately two (2) years of approval of this Plan by ordinance.

The LCRA may alter the above schedule as economic conditions warrant.

D. EXECUTION OF PROJECT

1. ADMINISTRATION AND FINANCING

The LCRA is empowered by Missouri law to administer development of all types pursuant to this Plan and can do so to the extent and in the manner prescribed by the Land Clearance for Redevelopment Authority Law of Missouri.

All costs associated with the development of the Area will be borne by the Redeveloper.

Implementation of this Plan may be financed by funds obtained from private and/or public sources, including, without limitation, revenue bonds, bank loans, and equity funds provided by the Redeveloper.

2. PROPERTY ACQUISITION

The Property Acquisition Map, Exhibit "D" attached, identifies all the property located in the Area. The LCRA may not acquire any property in the Area by the exercise of eminent domain.

3. PROPERTY DISPOSITION

If the LCRA acquires property in the Area, it may sell or lease the property to a Redeveloper who shall agree to develop such property in accordance with this Plan and the contract between such Redeveloper and the LCRA. Any property acquired by the LCRA and sold to a Redeveloper will be sold at not less than its fair value, taking into account and giving consideration to those factors enumerated in Section 99.450, R.S.Mo. (2000) as amended, for uses in accordance with this Plan.

4. RELOCATION ASSISTANCE

The property within the Area is currently unoccupied. If it should become occupied, all eligible occupants displaced as a result of the implementation of the Plan shall be given relocation assistance in accordance with all applicable federal, state and local laws, ordinances, regulations and policies.

E. COOPERATION OF THE CITY

The City and its Board of Aldermen, by enacting an ordinance approving this Plan, pledges its cooperation to enable the project to be carried out in a timely manner and in accordance with this Plan.

F. TAX ABATEMENT

A Redeveloper which is an urban redevelopment corporation formed pursuant to Chapter 353 of the Missouri Statutes shall hereby be entitled to real property ad valorem tax abatement which shall not include any Special Business District, Neighborhood Improvement District, Commercial Improvement District, or any other single local taxing district created in accordance with Missouri law, whether now existing or later created, for a total period of up to five (5) years from the commencement of such tax abatement, in accordance with the following provisions of this Plan:

If property in the Area is sold by the LCRA to an urban redevelopment corporation formed pursuant to Chapter 353 of the Missouri Statutes, or if any such corporation shall own property within the Area, then for five (5) years after the date the redevelopment corporation shall acquire title to such property, taxes on such property shall be based upon the assessment of land, exclusive of any improvements thereon, during the calendar year preceding the calendar year during which such corporation shall have acquired title to such property. In addition to such taxes, any such corporation shall for the same five (5) year period make a payment in lieu of taxes to the Collector of Revenue of the City of St. Louis in an amount based upon the assessment on the improvements located on the property during the calendar year preceding the calendar year during which such corporation shall have acquired title to such property. If property shall be tax-exempt because it is owned by the LCRA and leased to any such corporation, then such corporation for five (5) years of such lease shall make payments in lieu of taxes to the Collector of Revenue of the City in an amount based upon the assessment on the property, including land and improvements, during the calendar year preceding the calendar year during which such corporation shall lease such property.

All payments in lieu of taxes shall be a lien upon the property and, when paid to the Collector of Revenue of the City shall be distributed as all other property taxes. These partial tax relief and payment in lieu of taxes provisions, during up to said five (5) year period, shall inure to the benefit of all successors in interest in the property of the redevelopment corporation, so long as such successors shall continue to use such property as provided in this Plan and in any contract with the LCRA. In no event shall such benefits extend beyond five (5) years after the redevelopment corporation shall have acquired title to the property.

G. COMPLIANCE WITH AFFIRMATIVE ACTION AND NONDISCRIMINATION LAWS AND REGULATIONS

1. LAND USE

The Redeveloper shall not discriminate on the basis of race, color, creed, national origin, marital status, sex, age, sexual orientation or physical handicap in the lease, sale or occupancy of the Area.

2. CONSTRUCTION AND OPERATIONS

A Redeveloper shall not discriminate on the basis of race, color, creed, national origin, marital status, sex, age, sexual orientation or physical handicap in the construction and operation of any project in the Area and shall take such affirmative action as may be appropriate to afford opportunities to everyone in all activities of the project, including enforcement, contracting, operating and purchasing.

3. LAWS AND REGULATIONS

A Redeveloper shall comply with all applicable federal, state and local laws, ordinances, executive orders and regulations regarding nondiscrimination and affirmative action, including the "Equal Opportunity and Nondiscrimination Guidelines" in Exhibit "E", attached.

4. ENFORCEMENT

All of the provisions of this Section G shall be incorporated in a Contract between the LCRA and a Redeveloper, which agreement shall be recorded in the office of the Recorder of Deeds. The provisions of G (1) and G (3) shall be covenants running with the land, without limitation as to time, and the provisions of G (2) shall be for the duration of this Plan and any extension thereof.

All of the provisions of Section G shall be enforceable against the Redeveloper, its heirs, successors or assigns, by the LCRA, the City, any state having jurisdiction or the United States of America.

H. MODIFICATIONS OF THIS PLAN

Any proposed modification which will substantially change this Plan shall be approved by the St. Louis Board of Aldermen in the same manner as this Plan was first approved. Modifications which will substantially change this Plan include, but are not necessarily limited to, modifications on the use of eminent domain, to the length of tax abatement, to the boundaries of the Area, or other items which alter the nature or intent of this Plan.

This Plan may be otherwise modified (e.g. urban design regulations, development schedule) by the LCRA, provided that such revisions shall be effective only upon the consent of the Planning Commission of the City. Changes which are not substantial are those that do not go to the crux of this Plan.

I. DURATION OF REGULATION AND CONTROLS

The regulation and controls set forth in this Plan shall be in full force and effect for twenty-five years commencing with the effective date of approval of this Plan by ordinance, and for additional ten (10) year periods unless before the commencement of any such ten (10) year period the Board of Aldermen shall terminate this Plan as of the end of the term then in effect, except as provided in Section G (4) of this Plan.

J. EXHIBITS

All attached exhibits are hereby incorporated by reference into this Plan and made a part hereof.

K. SEVERABILITY

The elements of this Plan satisfy all requirements of state and local laws. Should any provisions of this Plan be held invalid by a final determination of a court of law, the remainder of the provisions hereof shall not be affected thereby, and shall remain in full force and effect.

EXHIBIT "A"

**THE 4242-44 Virginia Avenue AREA
LEGAL DESCRIPTION**

C.B. 2653 VIRGINIA
50 FT 1 ½ IN X 168 FT/175 FT
STINES ADDN
LOT S-9 N-10

2653-00-0050
4242 Virginia Avenue

See attached Exhibits B, C & D

**EXHIBIT "E"
FORM: 05/26/99**

EQUAL OPPORTUNITY AND NONDISCRIMINATION GUIDELINES

In any contract for work in connection with the redevelopment of any property in the Area, the Redeveloper (which term shall include Redeveloper, any designees, successors and assigns thereof, any entity formed to implement the project of which the Redeveloper is affiliated), its contractors and subcontractors shall comply with all federal, state and local laws, ordinances, or regulations governing equal opportunity and nondiscrimination (Laws). Moreover, the Redevelopment shall contractually require its contractors and subcontractors to comply with such laws.

The Redeveloper and its contractor will not contract or subcontract with any party known to have been found in violation of any such laws, ordinances, regulations or these guidelines.

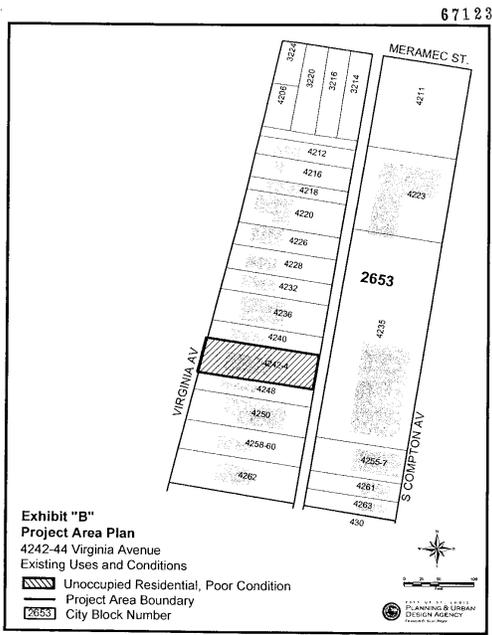
The Redevelopment shall fully comply with Executive Order #28 dated July 24, 1997 relating to minority and women-owned business participation in City contracts.

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

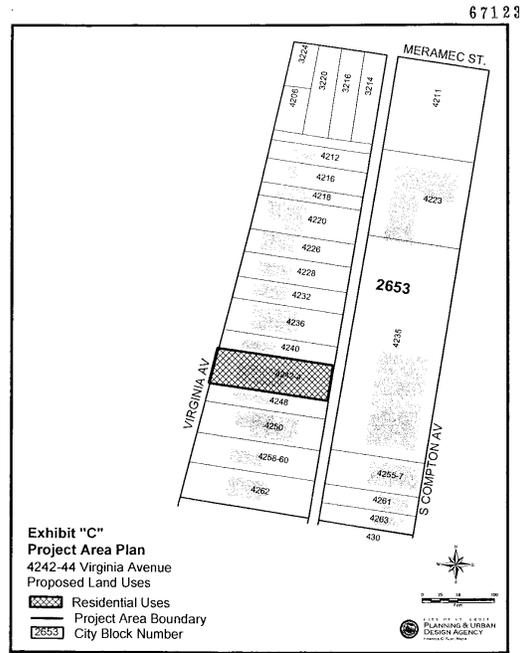
The Redeveloper shall fully comply (and ensure compliance by "anchor tenants") with the provisions of St. Louis City Ordinance #60275 which is codified at Chapter 3.09 of the Revised Ordinances of the City of St. Louis.

Approved: June 13, 2006

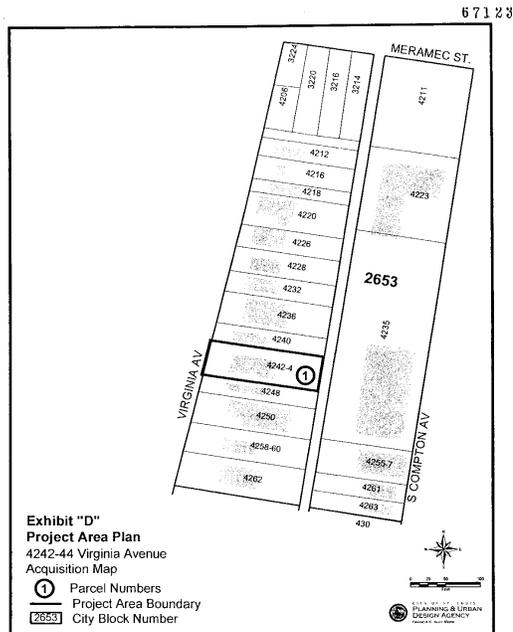
ORDINANCE NO. 67123 - EXHIBITS B, C & D



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ORDINANCE #67124
Board Bill No. 10

An ordinance approving a Redevelopment Plan for the 6048 North Pointe Blvd. Area ("Area") after finding that the Area is blighted as defined in Section 99.320 of the Revised Statutes of Missouri, 2000, as amended, (the "Statute" being Sections 99.300 to 99.715 inclusive), containing a description of the boundaries of said Area in the City of St. Louis ("City"), attached hereto and incorporated herein as Exhibit "A", finding that redevelopment and rehabilitation of the Area is in the interest of the public health, safety, morals and general welfare of the people of the City; approving the Plan dated April 4, 2006 for the Area ("Plan"), incorporated herein by attached Exhibit "B", pursuant to Section 99.430; finding that there is a feasible financial plan for the development of the Area which affords maximum opportunity for development of the Area by private enterprise; finding that **any** property in the Area may be acquired by the Land Clearance for Redevelopment Authority of the City of St. Louis ("LCRA") through the exercise of eminent domain or otherwise; finding that the property within the Area is **unoccupied**, the Redeveloper shall be responsible for relocating any eligible occupants displaced as a result of implementation of the Plan; finding that financial aid may be necessary to enable the Area to be redeveloped in accordance with the Plan; finding that there shall be available ten (10) year real estate tax abatement; and pledging cooperation of the Board of Aldermen and requesting various officials, departments, boards and agencies of the City to cooperate and to exercise their respective powers in a manner consistent with the Plan.

WHEREAS, by reason of predominance of defective or inadequate street layout, insanitary or unsafe conditions, deterioration of site improvements, improper subdivision or obsolete platting, there exist conditions which endanger life or property by fire or other causes and constitute an economic or social liability or a menace to the public health, safety, morals or welfare in the present condition and use of the Area, said Area being more fully described in Exhibit "A"; and

WHEREAS, such conditions are beyond remedy and control solely by regulatory process in the exercise of the police power and cannot be dealt with effectively by ordinary private enterprise without the aids provided in the Statute; and

WHEREAS, there is a need for the LCRA, a public body corporate and politic created under Missouri law, to undertake the development of the above described Area as a land clearance project under said Statute, pursuant to plans by or presented to the LCRA under Section 99.430.1 (4); and

WHEREAS, the LCRA has recommended such a plan to the Planning Commission of the City of St. Louis ("Planning Commission") and to this St. Louis Board of Aldermen ("Board"), titled "Blighting Study and Plan for 6048 North Pointe Blvd. Area," dated April 4, 2006, consisting of a Title Page, a Table of Contents Page, and thirteen (13) numbered pages, attached hereto and incorporated herein as Exhibit "B" ("Plan"); and

WHEREAS, under the provisions of the Statute, and of the federal financial assistance statutes, it is required that this Board take such actions as may be required to approve the Plan; and

WHEREAS, it is desirable and in the public interest that a public body, the LCRA, undertake and administer the Plan in the Area; and

WHEREAS, the LCRA and the Planning Commission have made and presented to this Board the studies and statements required to be made and submitted by Section 99.430 and this Board has been fully apprised by the LCRA and the Planning Commission of the facts and is fully aware of the conditions in the Area; and

WHEREAS, the Plan has been presented and recommended by LCRA and the Planning Commission to this Board for review and approval; and

WHEREAS, a general plan has been prepared and is recognized and used as a guide for the general development of the City and the Planning Commission has advised this Board that the Plan conforms to said general plan; and

WHEREAS, this Board has duly considered the reports, recommendations and certifications of the LCRA and the Planning Commission; and

WHEREAS, the Plan does prescribe land use and street and traffic patterns which may require, among other things, the vacation of public rights-of-way, the establishment of new street and sidewalk patterns or other public actions; and

WHEREAS, this Board is cognizant of the conditions which are imposed on the undertaking and carrying out of a redevelopment project, including those relating to prohibitions against discrimination because of race, color, creed, national origin, sex, marital status, age, sexual orientation or physical handicap; and

WHEREAS, in accordance with the requirements of Section 99.430 of the Statute, this Board advertised that a public hearing would be held by this Board on the Plan, and said hearing was held at the time and place designated in said advertising and all those who were interested in being heard were given a reasonable opportunity to express their views; and

WHEREAS, it is necessary that this Board take appropriate official action respecting the approval of the Plan.

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

SECTION ONE. There exists within the City of St. Louis ("City") a blighted area, as defined by Section 99.320 of the Revised Statutes of Missouri, 2000, as amended, (the "Statute" being Sections 99.300 to 99.715 inclusive, as amended) described in Exhibit "A", attached hereto and incorporated herein, known as the 6048 North Pointe Blvd. Area.

SECTION TWO. The redevelopment of the above described Area, as provided by the Statute, is necessary and in the public interest, and is in the interest of the public health, safety, morals and general welfare of the people of the City.

SECTION THREE. The Area qualifies as a redevelopment area in need of redevelopment under the provision of the Statute, and the Area is blighted as defined in Section 99.320 of the Statute.

SECTION FOUR. The Blighting Study and Plan for the Area, dated April 4, 2006 ("Plan") having been duly reviewed and considered, is hereby approved and incorporated herein by reference, and the President or Clerk of this St. Louis Board of Aldermen ("Board") is hereby directed to file a copy of said Plan with the Minutes of this meeting.

SECTION FIVE. The Plan for the Area is feasible and conforms to the general plan for the City.

SECTION SIX. The financial aid provided and to be provided for financial assistance pertaining to the Area is necessary to enable the redevelopment activities to be undertaken in accordance with the Plan for the Area, and the proposed financing plan for the Area is feasible.

SECTION SEVEN. The Plan for the Area will afford maximum opportunity, consistent with the sound needs of the City as a whole, for the redevelopment of the Area by private enterprise, and private developments to be sought pursuant to the requirements of the Statute.

SECTION EIGHT. The Plan for the Area provides that the Land Clearance for Redevelopment Authority of the City of St. Louis ("LCRA") may acquire any property in the Area by the exercise of eminent domain or otherwise.

SECTION NINE. The property within the Area is unoccupied. If it should become occupied, all eligible occupants displaced by the Redeveloper ("Redeveloper" being defined in Section Twelve, below) shall be given relocation assistance by the Redeveloper at its expense, in accordance with all applicable federal, state and local laws, ordinances, regulations and policies.

SECTION TEN. The Plan for the Area gives due consideration to the provision of adequate public facilities.

SECTION ELEVEN. In order to implement and facilitate the effectuation of the Plan hereby approved it is found and determined that certain official actions must be taken by this Board and accordingly this Board hereby:

- (a) Pledges its cooperation in helping to carry out the Plan;
- (b) Requests the various officials, departments, boards and agencies of the City, which have administrative responsibilities, likewise to cooperate to such end and to execute their respective functions and powers in a manner consistent with the Plan; and
- (c) Stands ready to consider and take appropriate action upon proposals and measures designed to effectuate the Plan.

SECTION TWELVE. All parties participating as owners or purchasers of property in the Area for redevelopment ("Redeveloper") shall agree for themselves and their heirs, successors and assigns that they shall not discriminate on the basis of race, color, creed, national origin, sex, marital status, age, sexual orientation or physical handicap in the sale, lease, or rental of any property or improvements erected or to be erected in the Area or any part thereof and those covenants shall run with the land, shall remain in effect without limitation of time, shall be made part of every contract for sale, lease, or rental of property to which Redeveloper is a party, and shall be enforceable by the LCRA, the City and the United States of America.

SECTION THIRTEEN. In all contracts with private and public parties for redevelopment of any portion of the Area, all Redevelopers shall agree:

- (a) To use the property in accordance with the provisions of the Plan, and be bound by the conditions and procedures set forth therein and in this Ordinance;
- (b) That in undertaking construction under the agreement with the LCRA and the Plan, bona fide Minority Business Enterprises ("MBE's") and Women's Business Enterprises ("WBE's") will be solicited and fairly considered for contracts, subcontracts and purchase orders;
- (c) To be bound by the conditions and procedures regarding the utilization of MBE's and WBE's established by the City;
- (d) To adhere to the requirements of the Executive Order of the Mayor of the City, dated July 24, 1997.
- (e) To comply with the requirements of Ordinance No. 60275 of the City;

(f) To cooperate with those programs and methods supplied by the City with the purpose of accomplishing, pursuant to this paragraph, minority and women subcontractors and material supplier participation in the construction under this Agreement. The Redeveloper will report semi-annually during the construction period the results of its endeavors under this paragraph, to the Office of the Mayor and the President of this Board; and

(g) That the language of this Section Thirteen shall be included in its general construction contract and other construction contracts let directly by Redeveloper.

The term MBE shall mean a sole proprietorship, partnership, corporation, profit or non-profit organization owned, operated and controlled by minority group members who have at least fifty-one percent (51%) ownership. The minority group member(s) must have operational and management control, interest in capital and earnings commensurate with their percentage of ownership. The term Minority Group Member(s) shall mean persons legally residing in the United States who are Black, Hispanic, Native American (American Indian, Eskimo, Aleut or Native Hawaiian), Asian Pacific American (persons with origins from Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, U.S. Trust Territory of the Pacific Islands, Laos, Cambodia or Taiwan) or Asian Indian American (persons with origins from India, Pakistan or Bangladesh). The term WBE shall mean a sole proprietorship, partnership, corporation, profit or non-profit organization owned, operated and controlled by a woman or women who have at least fifty-one percent (51%) ownership. The woman or women must have operational and managerial control, interest in capital and earnings commensurate with their percentage of ownership.

The term "Redeveloper" as used in this Section shall include its successors in interest and assigns.

SECTION FOURTEEN. The Redeveloper may seek ten (10) year real estate tax abatement pursuant to Sections 99.700 - 99.715, Revised Statutes of Missouri, 2000, as amended, upon application as provided therein. Such real estate tax abatement shall not include any Special Business District taxes which may be assessed for the property located in a Special Business District.

In lieu of the ten (10) year abatement outlined above, a Redeveloper which is an urban redevelopment corporation formed pursuant to Chapter 353 of the Missouri Statutes shall hereby be entitled to real property ad valorem tax abatement which shall not include any Special Business District taxes which may be assessed for the property located in a Special Business District for a total period of up to ten (10) years from the commencement of such tax abatement, in accordance with the following provisions:

If property in the Area is sold by the LCRA to an urban redevelopment corporation formed pursuant to Chapter 353 of the Missouri Statutes, or if any such corporation shall own property within the Area, then for the first ten (10) years after the date the redevelopment corporation shall acquire title to such property, taxes on such property shall be based upon the assessment of land, exclusive of any improvements thereon, during the calendar year preceding the calendar year during which such corporation shall have acquired title to such property. In addition to such taxes, any such corporation shall for the same ten (10) year period make a payment in lieu of taxes to the Collector of Revenue of the City of St. Louis in an amount based upon the assessment on the improvements located on the property during the calendar year preceding the calendar year during which such corporation shall have acquired title to such property. If property shall be tax-exempt because it is owned by the LCRA and leased to any such corporation, then such corporation for the first ten (10) years of such lease shall make payments in lieu of taxes to the Collector of Revenue of the City in an amount based upon the assessment on the property, including land and improvements, during the calendar year preceding the calendar year during which such corporation shall lease such property.

All payments in lieu of taxes shall be a lien upon the property and, when paid to the Collector of Revenue of the City shall be distributed as all other property taxes. These partial tax relief and payment in lieu of taxes provisions, during up to said ten (10) year period, shall inure to the benefit of all successors in interest in the property of the redevelopment corporation, so long as such successors shall continue to use such property as provided in this Plan and in any contract with the LCRA. In no event shall such benefits extend beyond ten (10) years after the redevelopment corporation shall have acquired title to the property.

SECTION FIFTEEN. Any proposed modification which will substantially change the Plan must be approved by the St. Louis Board of Aldermen in the same manner as the Plan was first approved. Modifications which will substantially change the Plan include, but are not necessarily limited to, modifications on the use of eminent domain, to the length of tax abatement, to the boundaries of the Area, or to other items which alter the nature or intent of the Plan. The Plan may be otherwise modified (e.g. urban design regulations, development schedule) by the LCRA, provided that such revisions shall be effective only upon the consent of the Planning Commission of the City. Changes which are not substantial are those that do not go to the crux of the Plan.

SECTION SIXTEEN. The sections of this Ordinance shall be severable. In the event that any section of this Ordinance is found by a court of competent jurisdiction to be invalid, the remaining sections of this Ordinance are valid, unless the court finds the valid sections of the Ordinance are so essential and inseparably connected with and dependent upon the void section that it cannot be presumed that this Board would have enacted the valid sections without the void ones, or unless the court finds that the valid sections standing alone are incomplete and are incapable of being executed in accordance with the legislative intent.

EXHIBIT "A"

6048 North Pointe Blvd. AREA
LEGAL DESCRIPTION

C.B. 5802 N POINTE
48 FT X 125 FT
N POINTE ADDN
LOT 36 W35
BLOCK F

5802-00-0060
6048 North Pointe Blvd.

EXHIBIT B

BLIGHTING STUDY AND PLAN
FOR THE
6048 NORTH POINTE BLVD. AREA
PROJECT #9987
LAND CLEARANCE FOR REDEVELOPMENT AUTHORITY
OF THE CITY OF ST. LOUIS
April 4, 2005

MAYOR
FRANCIS G. SLAY

BLIGHTING STUDY AND PLAN FOR
6048 North Pointe Blvd. AREA

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EXHIBITS

- "A" LEGAL DESCRIPTION
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A. EXISTING CONDITIONS AND FINDINGS OF BLIGHT

1. DELINEATION OF BOUNDARIES

The 6048 North Pointe Blvd. Area ("Area") encompasses approximately 0.14 acres in the North Pointe Neighborhood of the City of St. Louis ("City") and is located on the south side of North Pointe Blvd. with Pamplin Avenue to the east and Mimika Avenue to the west.

The legal description of the Area is attached and labeled Exhibit "A". The boundaries of the Area are delineated on Exhibit "B" ("Project Area Plan").

2. GENERAL CONDITION OF THE AREA

The Area comprises one parcel of City Block 5802. The Area is in poor condition. The physical conditions within the Area are shown on Exhibit "B" (Project Area Plan). For the purpose of this Plan, "Fair Condition" means (1) property that is generally structurally sound but suffers from inadequate maintenance and upkeep, or (2) vacant unimproved property that is under-utilized. "Poor Condition" means (1) buildings that are structurally unsound and/or substantially deteriorated, requiring major improvements such as new roofs, windows, systems, etc., in order to be used productively, or (2) property without buildings which is poorly maintained, has crumbling pavement, and/or is used for open storage.

Unemployment figures, computed by the Missouri State Employment Service, indicate a 7.3 % unemployment rate for the City as of December, 2005. It is estimated that this rate is prevalent for residents of the neighborhoods surrounding the Area.

There are currently no jobs within the Area.

3. PRESENT LAND USE OF THE AREA

Existing land uses within the Area include an unoccupied four family residential building.

The land use, including the location of public and private uses, streets and other rights-of-way is shown on Exhibit "B".

4. PRESENT LAND USE AND DENSITY OF SURROUNDING PROPERTIES

The properties surrounding the Area are primarily used for residential and commercial purposes.

Residential density for the surrounding neighborhoods is approximately 12.98 persons per acre.

5. CURRENT ZONING

The Area is zoned "A" Single Family Dwelling District, pursuant to the Zoning Code of the City, which is

incorporated in this Plan by reference.

6. FINDING OF BLIGHT

The property within the Area is unoccupied and in poor condition (as defined in Section A(2) above). The existence of deteriorated property constitutes both an economic liability to the City of St. Louis and presents a hazard to the health and well being of its citizens. These conditions, therefore, qualify the Area as blighted within the meaning of Section 99.300 et seq. of the Revised Statutes of Missouri (the Land Clearance for Redevelopment Authority Law).

B. PROPOSED DEVELOPMENT AND REGULATIONS

1. DEVELOPMENT OBJECTIVES

The primary objective of this Plan is to facilitate the development of the Area into productive residential uses.

2. PROPOSED LAND USE OF THE AREA

The proposed land uses for the Area are commercial uses permitted in Areas designated "C" Multi-family Dwelling District by the City of St. Louis Zoning Code. Redevelopers authorized by the Land Clearance for Redevelopment Authority of the City of St. Louis ("LCRA") to develop property in the Area (hereafter referred to as "Redeveloper") shall not be permitted to use said property for the following:

Exhibit "C" (Proposed Land Use) shows the proposed uses for the Area.

3. PROPOSED ZONING

The zoning for the Area can remain "A" Single Family Dwelling District. All land coverage and building intensities shall be governed thereby.

4. RELATIONSHIP TO LOCAL OBJECTIVES

The proposed land uses, zoning, public facilities and utility plans are appropriate and consistent with local objectives as defined by the General Plan of the City of St. Louis which includes the "Comprehensive City Plan" (1947), the "St. Louis Development Program" (1973), and the "Economic Development Strategy" (1978). Any specific proposal to the LCRA for development of the Area or any portion of the Area shall contain, among other things, adequate provisions for traffic, vehicular parking, safety from fire, adequate provisions for light and air, sound design and arrangement and improved employment opportunities.

5. PROPOSED EMPLOYMENT FOR THIS AREA

No new jobs will be created because the project will be residential development.

6. CIRCULATION

The Proposed Land Use Plan (Exhibit "C") indicates the proposed circulation system for the Area. The layouts, levels and grades of all public rights-of-way may remain unchanged.

Rights-of-way changes will be subject to the review and approval of the City Department of Streets, and all vacations of rights-of-way are subject to approval by ordinance.

7. BUILDING AND SITE REGULATIONS

The Area shall be subject to all applicable federal, state and local laws, ordinances, regulations and codes, including but not limited to, the City Building Code, Zoning District Regulations, and stipulations of the Planning and Urban Design Agency ("PDA") of the City. The population densities, land coverage, and building intensities of redevelopment shall be governed by the Zoning Code. No changes in the building codes or ordinances are required.

Each Redeveloper shall develop the Area in accordance with this Plan and the Redevelopment Agreement, and shall maintain all structures, equipment, paved areas, and landscaped areas controlled by the Redeveloper in good and safe order both inside and outside, structurally and otherwise, including necessary and proper painting. Failure to meet this requirement may result in suspension of tax abatement.

8. URBAN DESIGN

a. Urban Design Objectives

The property shall be developed so it is an attractive residential asset to the surrounding neighborhood.

b. Urban Design Regulations

Rehabilitation shall respect the original exterior and the exterior in terms of design and materials. Window and door shapes and detailing shall be compatible with the original design

New construction shall be compatible in design with the surrounding neighborhood, if any, in terms of scale, material, set back, profile and site layout.

c. Landscaping

The property shall be well-landscaped. Perimeter street trees of a minimum caliper of 2-1/2 inches and generally 30-35 feet on center, as determined by the Parks Department of the City depending upon tree type, utilities, curb cuts, etc., shall be provided along all public or private streets - preferably in tree lawns along the curb. Existing, healthy trees and shrubs shall be retained, if feasible.

d. Fencing

Fencing in the front and facing side streets shall be limited to ornamental metal with black matte finish. Fencing behind the building line and not facing a street may be chain link with a black matte finish, or a good quality, privacy fence provided it is not wood stockade style.

9. PARKING REGULATIONS

Parking shall be provided in accordance with the applicable zoning and building code requirements of the City, including PDA standards. This will provide adequate vehicular parking for the Area.

Where feasible, parking shall be limited to the rear of the property off the alley, and at least one space shall be provided for each residential unit. In addition, surface parking shall not extend beyond the established building line. Surface parking along public streets shall be buffered by a continuous evergreen hedge at least two and one-half (2-1/2) feet high on planting and maintained at three and one-half (3-1/2) feet high at maturity.

10. SIGN REGULATIONS

All new signs shall be limited as set out in the City Code, PDA stipulations, this Plan and contracts between the LCRA and the Redeveloper. A uniform signage plan must be prepared by the Redeveloper for the entire project. All new signs shall be restricted to those identifying the names and/or business of the person or firm occupying the premises.

11. BUILDING, CONDITIONAL USE AND SIGN PERMITS

No building, conditional use, or sign permits shall be issued by the City without the prior written approval of the LCRA.

12. PUBLIC IMPROVEMENTS

No additional schools, parks, recreational and community facilities or other public facilities will be required. Additional water, sewage or other public utilities may be required depending on development. The cost of such utility improvements will be borne by the Redeveloper.

If funds are available to the LCRA, it may provide public improvements including, but not limited to, measures for the control of traffic, improvements to street lighting, street trees, and any other improvements which may further the objectives of this Plan.

When developed in accordance with this Plan, the Area will comprise a coordinated, adjusted and harmonious development that promotes the health, safety, morals, order, convenience, prosperity, the general welfare, efficiency and economy of the City.

C. PROPOSED SCHEDULE OF DEVELOPMENT

The implementation of this Plan shall take place in a single phase initiated within approximately two (2) years of approval of this Plan by ordinance and completed within approximately three (3) years of approval of this Plan by ordinance.

The LCRA may alter the above schedule as economic conditions warrant.

D. EXECUTION OF PROJECT

1. ADMINISTRATION AND FINANCING

The LCRA is empowered by Missouri law to administer development of all types pursuant to this Plan and can do so to the extent and in the manner prescribed by the Land Clearance for Redevelopment Authority Law of Missouri.

All costs associated with the development of the Area will be borne by the Redeveloper.

Implementation of this Plan may be financed by funds obtained from private and/or public sources, including, without limitation, revenue bonds, bank loans, and equity funds provided by the Redeveloper.

2. PROPERTY ACQUISITION

The Property Acquisition Map, Exhibit "D" attached, identifies all the property located in the Area. The LCRA may acquire any property in the Area by the exercise of eminent domain or otherwise.

3. PROPERTY DISPOSITION

If the LCRA acquires property in the Area, it may sell or lease the property to a Redeveloper who shall agree to develop such property in accordance with this Plan and the contract between such Redeveloper and the LCRA. Any property acquired by the LCRA and sold to a Redeveloper will be sold at not less than its fair value, taking into account and giving consideration to those factors enumerated in Section 99.450, R.S.Mo. (2000) as amended, for uses in accordance with this Plan.

4. RELOCATION ASSISTANCE

The property within the Area is unoccupied. If it should become occupied, all eligible occupants displaced as a result of the implementation of the Plan shall be given relocation assistance in accordance with all applicable federal, state and local laws, ordinances, regulations and policies.

E. COOPERATION OF THE CITY

The City and its Board of Aldermen, by enacting an ordinance approving this Plan, pledges its cooperation to enable the project to be carried out in a timely manner and in accordance with this Plan.

F. TAX ABATEMENT

A Redeveloper may seek ten (10) year real estate tax abatement pursuant to Sections 99.700 – 99.715, Revised Statutes of Missouri 2000, as amended, upon applications as provided therein. Such real estate tax abatement shall not include any Special Business District, Neighborhood Improvement District, Commercial Improvement District, or any other similar local taxing district created in accordance with Missouri law, whether now existing or later created.

In lieu of the ten (10) year abatement outlined above, a Redeveloper which is an urban redevelopment corporation formed pursuant to Chapter 353 of the Missouri Statutes shall hereby be entitled to real property ad valorem tax abatement, which shall not include any Special Business District, Neighborhood Improvement District, Commercial Improvement District, or any other single local taxing district created in accordance with Missouri law, whether now existing or later created, for a total period of up to ten (10) years from the commencement of such tax abatement, in accordance with the following provisions of this Plan

If property in the Area is sold by the LCRA to an urban redevelopment corporation formed pursuant to Chapter 353 of the Missouri Statutes, or if any such corporation shall own property within the Area, then for the first ten (10) years after the date the redevelopment corporation shall acquire title to such property, taxes on such property shall be based upon the assessment of land, exclusive of any improvements thereon, during the calendar year preceding the calendar year during which such corporation shall have acquired title to such property. In addition to such taxes, any such corporation shall for the same ten (10) year period make a payment in lieu of taxes to the Collector of Revenue of the City of St. Louis in an amount based upon the assessment on the improvements located on the property during the calendar year preceding the calendar year during which such corporation shall have acquired title to such property. If property shall be tax-exempt because it is owned by the LCRA and leased to any such corporation, then such corporation for the first ten (10) years of such lease shall make payments in lieu of taxes to the Collector of Revenue of the City in an amount based upon the assessment on the property, including land and improvements, during the calendar year preceding the calendar year during which such corporation shall lease such property.

All payments in lieu of taxes shall be a lien upon the property and, when paid to the Collector of Revenue of the City shall be distributed as all other property taxes. These partial tax relief and payment in lieu of taxes provisions, during up to said ten (10) year period, shall inure to the benefit of all successors in interest in the property of the redevelopment corporation, so long as such successors shall continue to use such property as provided in this Plan and in any contract with the LCRA. In no event shall such benefits extend beyond ten (10) years after the redevelopment corporation shall have acquired title to the property

G. COMPLIANCE WITH AFFIRMATIVE ACTION AND NONDISCRIMINATION LAWS AND REGULATIONS**1. LAND USE**

The Redeveloper shall not discriminate on the basis of race, color, creed, national origin, marital status, sex, age, sexual orientation or physical handicap in the lease, sale or occupancy of the Area.

2. CONSTRUCTION AND OPERATIONS

A Redeveloper shall not discriminate on the basis of race, color, creed, national origin, marital status, sex, age, sexual orientation or physical handicap in the construction and operation of any project in the Area and shall take such affirmative action as may be appropriate to afford opportunities to everyone in all activities of the project, including enforcement, contracting, operating and purchasing.

3. LAWS AND REGULATIONS

A Redeveloper shall comply with all applicable federal, state and local laws, ordinances, executive orders and regulations regarding nondiscrimination and affirmative action, including the City Guidelines for Maximum Utilization of Minority Enterprises dated January 1, 1981, as may be amended, and the "Equal Opportunity and Nondiscrimination Guidelines" in Exhibit "E", attached.

4. ENFORCEMENT

All of the provisions of this Section G shall be incorporated in a Contract between the LCRA and a Redeveloper, which agreement shall be recorded in the office of the Recorder of Deeds. The provisions of G (1) and G (3) shall be covenants running with the land, without limitation as to time, and the provisions of G (2) shall be for the duration of this Plan and any extension thereof.

All of the provisions of Section G shall be enforceable against the Redeveloper, its heirs, successors or assigns, by the LCRA, the City, any state having jurisdiction or the United States of America.

H. MODIFICATIONS OF THIS PLAN

Any proposed modification which will substantially change this Plan shall be approved by the St. Louis Board of Aldermen in the same manner as this Plan was first approved. Modifications which will substantially change this Plan include, but are not necessarily limited to, modifications on the use of eminent domain, to the length of tax abatement, to the boundaries of the Area, or other items which alter the nature or intent of this Plan.

This Plan may be otherwise modified (e.g. urban design regulations, development schedule) by the LCRA, provided that such revisions shall be effective only upon the consent of the Planning Commission of the City. Changes which are not substantial are those that do not go to the crux of this Plan.

I. DURATION OF REGULATION AND CONTROLS

The regulation and controls set forth in this Plan shall be in full force and effect for twenty-five years commencing with the effective date of approval of this Plan by ordinance, and for additional ten (10) year periods unless before the commencement of any such ten (10) year period the Board of Aldermen shall terminate this Plan as of the end of the term then in effect, except as provided in Section G (4) of this Plan.

J. EXHIBITS

All attached exhibits are hereby incorporated by reference into this Plan and made a part hereof.

K. SEVERABILITY

The elements of this Plan satisfy all requirements of state and local laws. Should any provisions of this Plan be held invalid by a final determination of a court of law, the remainder of the provisions hereof shall not be affected thereby, and shall remain in full force and effect.

EXHIBIT "A"**6048 North Pointe Blvd. AREA
LEGAL DESCRIPTION**

C.B. 5802 N POINTE
48 FT X 125 FT
N POINTE ADDN
LOT 36 W35

BLOCK F

5802-00-0060
6048 North Pointe Blvd.

See attached Exhibits B, C & D

EXHIBIT "E"
FORM: 08/02/99

EQUAL OPPORTUNITY AND NONDISCRIMINATION GUIDELINES

In any contract for work in connection with the redevelopment of any property in the Area, the Redeveloper (which term shall include Redeveloper, any designees, successors and assigns thereof, any entity formed to implement the project of which the Redeveloper is affiliated), its contractors and subcontractors shall comply with all federal, state and local laws, ordinances, or regulations governing equal opportunity and nondiscrimination (Laws). Moreover, the Redeveloper shall contractually require its contractors and subcontractors to comply with such laws.

The Redeveloper and its contractor will not contract or subcontract with any party known to have been found in violation of any such laws, ordinances, regulations or these guidelines.

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

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

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

Approved: June 13, 2006

ORDINANCE NO. 67124 - EXHIBITS B, C & D

