

ORDINANCE #68035
Board Bill No. 91

An ordinance recommended by the Board of Public Service to vacate public service rights for vehicle, equestrian and pedestrian travel in 1) A 326.34 Section of Poplar, west of 8th. 2) A 106.38' ± .03' Section of 7th St. south of Poplar (vacated by Ord. 65861). 3) 30' wide strip of 7th St. beginning approximately 155 feet south of Poplar (vacated by Ord. 65861) and containing 191.35' southwardly in the City of St. Louis, Missouri, as hereinafter described, in accordance with Charter authority, and in conformity with Section 14 of Article XXI of the Charter and imposing certain conditions on such vacation.

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

SECTION ONE. The following public surface rights of vehicle, equestrian and pedestrian travel, between the rights-of-way of:

A tract of land being part of 7th Street located between Blocks 147 and 418 in the City of St. Louis, Missouri, and being more particularly described as follows:

Beginning at the northeast corner of above said City Block 418 said point also being located on the western line of above said 7th Street; thence crossing said 7th Street, south 72 degrees 17 minutes 08 seconds east 80.00 feet to the northwest corner of above said Block 147, said point also being on the eastern line of said 7th Street; thence along last said eastern line south 17 degrees 46 minutes 05 seconds west along said eastern line 106.42 feet to the northwestern corner of a tract of land as conveyed to River City Development Associates by deed recorded in Book 685-M, Page 1667 of the records of the Recorder of Deeds Office in the City of St. Louis, Missouri; thence departing last said eastern line and crossing said 7th Street, north 72 degrees 13 minutes 55 seconds west 80.00 feet to a point on the western line of said 7th Street; thence along last said western line north 17 degrees 46 minutes 05 seconds east 106.35 feet to the Point of Beginning and containing 8,511 square feet or 0.195 acres more or less according to calculations performed by Stock and Associates Consulting Engineers, Inc. on January 11, 2005.

A tract of land being part of 7th Street located between Blocks 147 and 418 in the City of St. Louis, Missouri, and being more particularly described as follows:

Commencing at the northeast corner of the above said Block 418, said point also being located on the western line of above said 7th street; thence along last said western line south 17 degrees 46 minutes 05 seconds west 157.06 feet to the Point of Beginning of the herein described tract; thence departing last said western line south 72 degrees 13 minutes 55 seconds east 30.00 feet; thence along a line 30.00 feet easterly of and parallel with the last said western line of 7th Street, south 17 degrees 46 minutes 05 seconds west 191.35 feet; thence departing last said parallel line north 72 degrees 13 minutes 55 seconds west 30.00 feet to a point on the western line of said 7th Street; thence along last said western line north 17 degrees 46 minutes 05 seconds east 191.35 feet to the Point of Beginning and containing 5,740 square feet or 0.132 acres more or less according to calculations performed by Stock and Associates Consulting Engineers, Inc. on January 11, 2005.

A tract of land being part of Poplar Street, 50 feet wide, and being located between Blocks 417 and 418 of the City of St. Louis, Missouri, and being more particularly described as follows:

Beginning at the point of intersection of the south line of Poplar Street, 50 feet wide, with the western line of 8th Street, variable width, as established by "AMENDED PLAT OF SOUTH DOWNTOWN PLAZA" a subdivision as recorded in Plat Book 04092004 Page 166 of the City of St. Louis Records, thence continuing along last said south line of north 72 degrees 23 minutes 16 seconds west 326.31 feet; thence departing last said south line north 17 degrees 36 minutes 44 seconds east 50.00 feet and crossing above said Poplar Street to a point on the north line of above said Poplar Street; thence continuing along last said north line south 72 degrees 23 minutes 16 seconds east 326.37 feet to a point on the west line of above said 8th Street; thence south 17 degrees 40 minutes 48 seconds west along last said west line 50.00 feet to the Point of Beginning and containing 16,317 square feet or

0.375 acres more or less according to calculations performed by Stock & Associates Consulting Engineers, Inc. on November 21, 2005.

are, upon the conditions hereinafter set out, vacated.

SECTION TWO. Petitioners are Cardinals Ballpark LLC, MO Highway and Transportation Commission, Land Clearance for Redevelopment Authority of the City of St. Louis and others. Vacated areas will be used for parking and as private drive.

SECTION THREE: All rights of the public in the land bearing rights-of-way traversed by the foregoing conditionally vacated streets, are reserved to the City of St. Louis for the public including present and future uses of utilities, governmental service entities and franchise holders, except such rights as are specifically abandoned or released herein.

SECTION FOUR: The owners of the land may, at their election and expense remove the surface pavement of said so vacated streets provided however, all utilities within the rights-of-way shall not be disturbed or impaired and such work shall be accomplished upon proper City permits.

SECTION FIVE: The City, utilities, governmental service entities and franchise holders shall have the right and access to go upon the land and occupation hereof within the rights-of-way for purposes associated with the maintenance, construction or planning of existing or future facilities, being careful not to disrupt or disturb the owners interests more than is reasonably required.

SECTION SIX: The owner(s) shall not place any improvement upon, over or in the area(s) vacated without: 1) lawful permit from the Building Division or Authorized City agency as governed by the Board of Public Service; 2) obtaining written consent of the utilities, governmental service entities and franchise holders, present or future. The written consent with the terms and conditions thereof shall be filed in writing with the Board of Public Service by each of the above agencies as needed and approved by such Board prior to construction.

SECTION SEVEN: The owners may secure the removal of all or any part of the facilities of a utility, governmental service entity or franchise holder by agreement in writing with such utilities, governmental entity or franchise holder, filed with the Board of Public Service prior to the undertaking of such removal.

SECTION EIGHT: In the event that granite curbing or cobblestones are removed within the vacated area, the Department of Streets of the City of St. Louis must be notified. Owner(s) must have curbing cobblestones returned to the Department of Streets in good condition.

SECTION NINE: This ordinance shall be ineffective unless within three hundred sixty (360) days after its approval, or such longer time as is fixed by the Board of Public Service not to exceed three (3) days prior to the affidavit submittal date as specified in the last Section of this ordinance, the owner(s) of the area to be vacated must fulfill the following monetary requirements, if applicable, as specified by the City of St. Louis Agencies listed below. All monies received will be deposited by these agencies with the Comptroller of the City of St. Louis.

- 1) CITY WATER DIVISION to cover the full expenses of removal and/or relocation of Water facilities, if any.
- 2) CITY TRAFFIC AND TRANSPORTATION DIVISION to cover the full expense of removal, relocation and/or purchase of all lighting facilities, if any. All street signs must be returned.
- 3) CITY STREET DEPARTMENT to cover the full expenses required for the adjustments of the City's alley(s), sidewalk(s) and street(s) as affected by the vacated area(s) as specified in Sections Two and Eight of the Ordinance.

SECTION TEN: An affidavit stating that all of the conditions be submitted to the Director of Streets for review of compliance with conditions 365 days (1 year) from the date of the signing and approval of this ordinance. Once the Director of Streets has verified compliance, the affidavit will be forwarded to the Board of Public Service for acceptance. If this affidavit is not submitted within the prescribed time the ordinance will be null and void.

Approved: June 30, 2008

ORDINANCE #68036
Board Bill No. 93

An ordinance authorizing and directing the Street Commissioner to take all necessary actions to honorarily designate Webster Avenue as "Harold Brewster Place."

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

SECTION ONE. Pursuant to the provisions of Ordinance 65233, Webster Street shall hereafter be honorarily designated as "Harold Brewster Place." The Director of Streets shall erect an honorary street-name sign at the intersection of Webster and Cass Avenues, which sign shall read "Harold Brewster Place."

Approved: June 30, 2008

ORDINANCE #68037
Board Bill No. 61

An ordinance establishing a stop site for all eastbound and westbound traffic traveling on Magnolia Avenue at Alfred Avenue and containing an emergency clause.

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

SECTION ONE. There is hereby established a stop site for all eastbound and westbound traffic traveling on Magnolia Avenue at Alfred Avenue. The director of streets is hereby authorized and directed to install stop signs at said location to regulate traffic approaching this intersection.

SECTION TWO. Emergency Clause. This being an ordinance for the preservation of public peace, health and safety, it is hereby declared to be an emergency 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.

Approved: July 7, 2008

ORDINANCE #68038
Board Bill No. 89
Floor Substitute

An ordinance establishing the Tower Grove South Concerned Citizens Special Business District pursuant to Sections 71.790 through 71.808 of the Revised Statutes of Missouri, setting its boundaries, tax rate, initial rate of levy subject to the approval of the qualified voters, bonding authority, and uses to which tax revenue may be put; creating a board of commissioners; and containing severability, effectiveness, and emergency clauses.

WHEREAS, petitions signed by property owners in the area hereinafter described have been filed with the City, requesting the establishment of a Special Business District; and

WHEREAS, pursuant to Section 71.792 R.S.Mo., a survey and investigation of the desirability and possibility of forming a Special Business District in that portion of the City of St. Louis within the maximum commonly known boundaries beginning at the intersection of the center lines of Grand Boulevard and the McDonald Avenue and Utah Place east-west alleyway; thence westwardly along the centerline of said east-west alleyway to its intersection of the centerline of Roger Place; thence southwardly along the centerline of said place to the intersection of the centerline of Phillips Avenue; thence southwardly along the centerline of said avenue to the intersection of the centerline of Gravois Avenue; thence eastwardly along the centerline of said avenue to the intersection of the centerline of Grand Boulevard; thence northwardly along the boulevard to the point of its beginning, has been conducted and a written report thereof is on file in the office of the City Register as Document _____; and

WHEREAS, this Board of Aldermen did on May 30, 2008 adopt Resolution Number 72 declaring its intention to establish a Special Business District in said area and calling for a public hearing on the matter; and

WHEREAS, said public hearing, duly noticed, was held at 9:00 a.m. on June 17 2008, by the 2008-09 Committee on Ways & Means of the Board of Aldermen; and

WHEREAS, this Board of Aldermen hereby finds that the establishment of a Special Business District for said area described above is in the best interest of the City of St. Louis and that the property owners and tenants of said area and the public in general will benefit by the establishment of said Special Business District and the increased level of services and improvements provided by the proposed additional tax revenues from said district; and

WHEREAS, the said district shall be known as the Tower Grove South Concerned Citizens Special Business District;

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

SECTION ONE. A Special Business District, to be known as the "Tower Grove South Concerned Citizens Special Business District" (hereinafter referred to as the "District"), is hereby established for the area of the City described as follows:

Beginning at the intersection of the center lines of Grand Boulevard and the McDonald Avenue and Utah Place east-west alleyway; thence westwardly along the centerline of said east-west alleyway to its intersection of the centerline of Roger Place; thence southwardly along the centerline of said place to the intersection of the centerline of Phillips Avenue; thence southwardly along the centerline of said avenue to the intersection of the centerline of Gravois Avenue; thence eastwardly along the centerline of said avenue to the intersection of the centerline of Grand Boulevard; thence northwardly along the boulevard to the point of its beginning,

SECTION TWO. Taxes for the District shall be assessed and collected as follows:

A. For the purpose of paying for costs and expenses incurred in the establishment and operation of the District, the provision of services and facilities and improvements authorized in Sections Five and Six of this ordinance, and incidental to the leasing, construction, acquisition and maintenance of any improvements authorized herein or for paying principal and interest on bonds or notes authorized for the construction or acquisition of any said improvement, there may be imposed a tax upon all real property within the District which shall not exceed eighty-five cents (\$.85) on the one hundred dollars (\$100.00) assessed valuation, subject to the provisions of Section Nine. Such tax shall be imposed during the 2009, 2010, 2011, 2012 and 2013 tax years only subject to the renewal of such tax by the qualified voters of the District pursuant to the procedure set forth in Section 71.800 RSMo. (2000).

B. If the proposition submitted to the qualified voters residing in the District receives in its favor the votes of the majority of the qualified voters voting at the election conducted pursuant to Section Nine, the initial rate of levy which shall be imposed upon real property within the District shall be sixty-eight cents (\$.68) on the one hundred dollars (\$100.00) assessed valuation.

C. Real property subject to partial tax abatement under the provisions of Chapter 353, R.S.Mo., shall, for the purpose of assessment and collection of ad valorem real estate taxes levied under the District, be assessed and ad valorem real estate taxes shall be collected upon the same assessed value on which its ad valorem real estate taxes and payment in lieu of taxes are based in the Ordinance adopted by the City of St. Louis approving the development plan of any such corporation and authorizing tax abatement; provided, however, that the owners at such real property are strongly encouraged to make additional equitable, annual donations to the District in lieu of the additional District taxes.

D. The levy shall not be imposed upon real property exempt from ad valorem real estate taxes because of charitable, religious, educational or other public or private uses; provided, however, that the owners of such real property are strongly encouraged to make equitable, annual donations to the District in lieu of District taxes.

E. The tax provided for by this ordinance shall be collected by the Collector of Revenue and held in a special account to be used only for all purposes authorized hereunder, as provided by law.

F. If the District for any reason is dissolved, all delinquent taxes collected after the date of dissolution shall be credited and forwarded to the general fund of the City of St. Louis after all debts of the District, if any, are discharged.

SECTION THREE. For the purposes of paying costs and expenses to be incurred in the acquisition, construction, improvement, expansion and/or maintenance of any facilities of the District, the District may incur indebtedness and issue bonds or notes for the payment thereof under the terms of, and subject to, the requirements set forth by law.

SECTION FOUR. There shall be a Board of Commissioners to administer the District. The Board of Commissioners shall be selected as follows:

A. **Membership:** The Board of Commissioners shall consist of seven (7) members, and shall be appointed by the Mayor with the advice and consent of the Board of Aldermen, of whom five (5) members shall be owners of real property within the District or their representatives and two (2) members shall be renters within the District or their representatives; provided, however, that no employee or elected official of the City of St. Louis shall be a member of the Board of Commissioners.

B. **Term of Office:** Each member of the Board of Commissioners shall serve for a four (4) year term (except as provided herein with respect to the initial members), with terms expiring as of December 31st of the designated year or when their successors are appointed as provided herein, whichever is later.

C. **Initial Members and Terms:** The initial members shall be appointed for the terms set forth as follows: one (1) member shall be appointed for a term expiring December 31, 2009; two (2) members shall be appointed for a term expiring December 31, 2010; two (2) members shall be appointed for a term expiring December 31, 2011; and two (2) members shall be appointed for a term expiring December 31, 2012.

D. **Removal:** The Mayor with approval of the Board of Aldermen may remove any member of the Board of Commissioners for misconduct or neglect of duty upon written charges and after a public hearing.

E. **Vacancies:** Vacancies on the Board of Commissioners, occasioned by removal, resignation, expiration of term, or otherwise, shall be reported in writing to the Mayor by the Board of Commissioners. The vacancy shall be filled in like manner as an original appointment no later than thirty (30) days after the date of said report to the Mayor. Appointments to fill vacancies shall be for the unexpired portion of a term only.

F. **Compensation:** The members of the Board of Commissioners shall serve without compensation of any kind.

SECTION FIVE. All District revenues collected hereunder by the Collector of Revenue, except for those revenues expended for the necessary costs of the establishment and administration of the District, and for collection fees for tax revenue collected hereunder, may be used to carry out any and all of the following improvements, services and activities of the District:

A. To provide special police and/or security facilities, equipment, vehicles and/or personnel for the protection and enjoyment of the property owners and the general public within the District;

B. To construct, install, improve and/or maintain useful, or necessary, or desired, security related improvements;

SECTION SIX. The District shall have all the powers necessary to carry out any and all activities and improvements authorized by law and may:

A. Cooperate with any public agencies and with any industry or business located within the District in the implementation of any project within the District;

B. Enter into any agreement with the City, any other public agency, any person, firm, or corporation to effect any of the provisions contained in Sections 71.790 through 71.808 R.S.Mo.;

C. Contract and be contracted with, sue and be sued and provide for insurance of all projects and property owned or managed by the District and for insurance covering all members of the Board of Commissioners and employees and agents of the District, providing for coverage of such risks and with such limits as the Board of Commissioners may deem proper;

D. Accept gifts, grants, loans or contributions from the City, the United States of America, the State of Missouri, political subdivisions, foundations, other public or private agencies, individuals, partnerships, or corporations; and

E. Employ such managerial, engineering, legal, technical, clerical, accounting, and other assistance as the Board of Commissioners may deem advisable; the District may also contract with independent contractors for any such assistance.

SECTION SEVEN. A. **Annual Budget.** The Board of Commissioners shall file with the Board of Aldermen an annual budget for the District, which shall set forth the projected revenues and expenditures for the ensuing year, not later than the first day of November each year; provided, however, that no such proposed annual budget shall be filed with the Board of Aldermen until after the date the Board of Commissioners conducts a public hearing within the District on any such proposed annual budget. Notice of any such public hearing shall be published at least ten (10) days prior to the hearing in a daily, twice-weekly, weekly or bi-weekly newspaper of general circulation within the District; and provided further, that in addition to showing the time, date and place of the hearing, the notice shall also show the complete proposed annual budget. The Board of Commissioners shall not expend any funds

collected by the Collector of Revenue inconsistent with or until an annual budget for the expenditure of such funds is approved by the Board of Aldermen by Resolution. If the Board of Aldermen does not act on said budget by Resolution within thirty (30) days of its filing, said budget will presume to have been approved by the Board of Aldermen.

B. Annual Report. The Board of Commissioners shall also file an annual report with the Board of Aldermen, which shall set forth the programs, revenues and expenditures of the District for the previous calendar year, not later than the first day of March each year.

SECTION EIGHT. The City shall not decrease the level of municipally funded services in the District existing prior to the creation of the District, unless the services at the same time are decreased throughout the City, nor shall the City discriminate in the provision of new municipally funded services between areas included in the District and areas not so included.

SECTION NINE. The tax levy authorized in Section Two shall not be effective unless and until the following proposition, submitted to the qualified voters residing in the District at a special election in the District to be held on November 4, 2008, shall receive in its favor the votes of the majority of the qualified voters voting at said election for or against said proposition. Said proposition shall be in substantially the following form:

OFFICIAL BALLOT

Shall a tax not to exceed \$.85 per \$100.00 valuation be imposed for the tax years, 2009, 2010, 2011, 2012 and 2013 on all real property located in the Tower Grove South Concerned Citizens Special Business District as defined in Ordinance No. _____, approved June ____, 2008, (Board Bill No. 89) for the purposes as set forth in said Ordinance?

____ YES ____ NO

SECTION TEN. If any section, subsection, sentence, clause, phrase, or portion of this ordinance is held to be invalid or unconstitutional, or unlawful for any reason, by any court of competent jurisdiction, such portion shall be deemed and is hereby declared to be separate, distinct and independent provisions of this ordinance, and such holding or holdings shall not affect the validity of the remaining portions of this ordinance.

SECTION ELEVEN: This being an ordinance for the immediate preservation of public peace, health and safety, it is declared to be an emergency 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 upon its passage and approval by the Mayor.

Approved: July 7, 2008

ORDINANCE #68039
Board Bill No. 90
Floor Substitute

An ordinance submitting to the qualified voters residing in the Tower Grove South Concerned Citizens Special Business District Special Business District as designated in Ordinance No. _____, approved June __, 2008 (Board Bill No. 89) a proposal to renew and continue the levy a tax on the real property located in said district; submitting said proposal to the voters of said district at an Election on November 4, 2008; and containing an emergency clause.

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

SECTION ONE. The following proposition is hereby submitted to the qualified voters residing in the Tower Grove South Concerned Citizens Special Business District Special Business District, as designated in Ordinance No. _____, approved June __ 2008, (Board Bill No. 89)and shall be voted upon at the election to be held as hereinafter provided. The proposition shall read substantially in words and figures as follows:

Shall a tax not to exceed \$.85 per \$100.00 valuation be imposed for the tax years 2009, 2010, 2011, 2012 and 2013 on all real property located in the Tower Grove South Concerned Citizens Special Business District as defined in Ordinance No. _____, approved June ____, 2008, (Board Bill No. 89) for the purposes as set forth in said Ordinance?

SECTION TWO. The foregoing proposition shall be submitted to qualified voters residing in the Tower Grove South Concerned Citizens Special Business District at a special election in said District to be held on Tuesday, November 4, 2008. If the proposition shall receive in its favor the votes of the majority of the qualified voters voting at said election for or against said

proposition, the tax as set forth within said proposition shall be authorized and adopted and become part of the laws of the City of St. Louis from the date of said election. The qualified voters may, at such election, vote a ballot substantially in the following form:

OFFICIAL BALLOT

Shall a tax not to exceed \$.85 per \$100.00 valuation be imposed for the tax years 2009, 2010, 2011, 2012 and 2013 on all real property located in the Tower Grove South Concerned Citizens Special Business District as defined in Ordinance No. _____, approved June ____ 2008, (Board Bill No.89) for the purposes as set forth in said Ordinance?

_____ YES _____ NO

SECTION THREE. Notice of the election on such proposition shall be published and said election shall be conducted in the manner provided by law.

SECTION FOUR. Immediately upon the passage and approval of this Ordinance, the City Register shall certify a copy thereof to the Board of Election Commissioners for the City of St. Louis for action and proceedings by said Board in accordance herewith and as required by law.

SECTION FIVE. This being an ordinance calling and providing for an election and vote by the people and fixing a tax rate, it is declared to be an emergency measure as defined by Article IV, Sections 19 and 20 of the Charter of the City of St. Louis and shall take effect and be in force from and after its adoption and approval by the Mayor.

Approved: July 7, 2008

ORDINANCE #68040
Board Bill No. 100
Floor Substitute

An Ordinance pertaining to procedures for collection of water bills; repealing Section One of Ordinance 58746, which is presently codified as Section 5.08.050; repealing Section 548.170 of the City of St. Louis Code, enacted under Ordinance 55357 (part) and currently known as Section 23.06.170 of the City of St. Louis Revised Code; repealing Section Eleven of Ordinance 67919, which is codified as Section 23.06.130 of the City of St. Louis Revised Code; all having as their subject certain procedures for the collection of water bills and enacting in lieu thereof six new sections relating to the same subject; containing an emergency clause and a severability clause.

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

SECTION ONE. Section One of Ordinance 58746 of the Revised Code of the City of St. Louis, codified as 5.08.050, is hereby repealed.

SECTION TWO. Enacted in lieu is the following provision:

5.08.050 Collection of water bills--Filing of reports.

The Collector of Revenue is hereby directed to collect and process water bills and in addition thereto is hereby directed that he has the additional duty and responsibility imposed upon him of preparing and filing monthly budget reports concerning the collection of the water bills.

The Collector of Revenue is further authorized to collect delinquent water bills, which are more than forty-five (45) days delinquent, in the same manner that he collects delinquent bill(s) under Section 92.700 et.seq. RSMo. The Collector may also collect the delinquent bills pursuant to any other remedy provided for under Missouri law.

In addition to any other compensation otherwise provided by law, the Collector of Revenue shall receive compensation in the amount of nineteen thousand five hundred dollars annually for the additional duties and responsibilities imposed upon him by this Section.

SECTION THREE. Section 548.170 of the City of St. Louis Code, enacted under Ordinance 55357 (part) and now known as Section 23.06.170 of the City of St. Louis Revised Code, is hereby repealed.

SECTION FOUR. The following provision is enacted in lieu thereof:

Section 23.06.170 Liens.

When any water bills or charges pursuant to ordinance remain unpaid, in whole or in part after the date due for payment, the Collector of Revenue is authorized to file a lien upon the premises or real estate upon or for which the water was used or service rendered. The Collector of Revenue shall notify the property owner via certified mail that a lien will be filed on the property no less than ten (10) days prior to the filing of the lien.

SECTION FIVE. Section Eleven of Ordinance 67919, set forth under 23.02130 is hereby repealed.

SECTION SIX. The following provision is enacted in lieu thereof:

23.06.130 Shutoff for delinquency.

The Collector of Revenue shall furnish the Water Commissioner a daily written list of all water bills paid and paid in the previous day and shall also provide a monthly written list of all water bills that are delinquent for more than forty-five (45) days. The Water Commissioner may shut off the water from all premises for the nonpayment of delinquent bills. Water shall not again be furnished thereto until all outstanding obligations for water supplied to such premises shall have been paid in full and a charge of \$25.00 has been paid in advance for turning on such water.

SECTION SEVEN. Severability Clause. The sections, subsections and clauses of this ordinance shall be severable. In the event that any section, subsection or clause of this ordinance is found by a court of competent jurisdiction to be invalid, the remaining sections, subsection, or clauses 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 of Alderman would have enacted the valid section without the void ones, or unless the court finds that the valid sections standing alone are incomplete and incapable of being executed in accordance with the legislative intent.

SECTION EIGHT. Emergency Clause.

This being an ordinance necessary for the preservation of the public peace, health and safety, it is hereby declared to be an emergency ordinance under Article IV, Sections 19 and 20 of the Charter of the City of St. Louis, and it shall take effect and be in full force immediately upon its passage and approval by the Mayor or its adoption over his veto.

Approved: July 7, 2008

**ORDINANCE #68041
Board Bill No. 104**

An ordinance recommended and approved by the Airport Commission and the Board of Estimate and Apportionment, ratifying and adopting the actions of the Mayor and the Comptroller of the City of St. Louis (the "City"), the owner and operator of Lambert-St. Louis International Airport® (the "Airport"), in accepting and executing on behalf of the City a certain grant agreement offered by the United States of America (the "Grant Agreement"), acting through the Federal Aviation Administration of the United States Department of Transportation, the Grant Agreement being for Project Number 3-29-0085-113-2008, dated April 28, 2008, for a maximum federal obligation of One Million Two Hundred Eighty Seven Thousand Five Hundred Thirty Four Dollars (\$1,287,534), which is filed in the Office of the City Register [Comptroller Document No. 57309], for the reimbursement of direct costs associated with the rehabilitation of Taxiway D (N to M and L to K) - Phase 2; and containing an emergency clause.

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

SECTION ONE. The actions of the Mayor and the Comptroller of the City of St. Louis (the "City"), the owner and operator of Lambert-St. Louis International Airport® (the "Airport"), in accepting and executing on behalf of the City a grant agreement offered by the United States of America (the "Grant Agreement"), acting through the Federal Aviation Administration of the United States Department of Transportation, the Grant Agreement being for Project Number 3-29-0085-113-2008, dated April 28, 2008, for a maximum federal obligation of One Million Two Hundred Eighty Seven Thousand Five Hundred Thirty Four Dollars (\$1,287,534), which is filed in the Office of the City Register [Comptroller Document No. 57309], for the reimbursement of direct costs associated with the rehabilitation of Taxiway D (N to M and L to K) - Phase 2, is hereby ratified and approved.

SECTION TWO. All terms, conditions, statements, warranties, representations, covenants, agreements, and assurances

contained in the project application and the incorporated materials referred to in the Grant Agreement are hereby ratified and approved and made a part hereof.

SECTION THREE. This being an ordinance providing for a Public Work and Improvement Program, 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 approval of the Mayor of the City.

Approved: July 7, 2008

ORDINANCE #68042
Board Bill No. 105

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 Lambert-St. Louis International Airport® Restated and Amended Concession Agreement (Multimedia Book Store) AL-105 (the "Restated and Amended Concession Agreement"), between the City and BOOKMARK – INMOTION STL, LLC (the "Concessionaire"), granting to the Concessionaire the non-exclusive right, license, obligation, and privilege to design, construct, operate, manage, and maintain a Multimedia Book Store within the premises as described in the Restated and Amended Concession Agreement, subject to and in accordance with the terms, covenants, and conditions of the Restated and Amended Concession Agreement, which was approved by the Airport Commission and is attached hereto as **ATTACHMENT "1"** and made a part hereof; providing that the provisions set forth in this Ordinance shall be applicable exclusively to the Restated and Amended Concession Agreement; containing a severability clause; and containing an emergency clause.

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

SECTION ONE. The Director of Airports and the Comptroller for the City of St. Louis (the "City") are hereby authorized and directed to enter into and execute on behalf of the City the Lambert-St. Louis International Airport® Restated and Amended Concession Agreement (Multimedia Book Store) AL-105 (the "Restated and Amended Concession Agreement"), between the City and BOOKMARK – INMOTION STL, LLC (the "Concessionaire"), a corporation organized and existing under the laws of the State of Missouri, granting to the Concessionaire the non-exclusive right, license, obligation, and privilege to design, construct, operate, manage, and maintain a Multimedia Book Store within the premises as described in the Restated and Amended Concession Agreement, subject to and in accordance with the terms, covenants, and conditions of the Restated and Amended Concession Agreement, which was approved by the Airport Commission 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 terms, covenants, and conditions set forth in this Ordinance shall be applicable exclusively to the Restated and Amended Concession Agreement approved and authorized by this Ordinance and shall not be applicable to any other existing or future concession agreement or other agreements, documents, or instruments unless specifically authorized by ordinance enacted after the effective date of this Ordinance. All provisions of other ordinances of the City that are in conflict with this Ordinance shall be of no force or effect as to this Ordinance or the agreements, documents, and instruments approved and/or authorized by this Ordinance.

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

SECTION FOUR. This being an ordinance for the preservation of public peace, health, or safety, it is hereby declared an emergency measure as designed in Article IV, Section 20, of the City's Charter and shall become effective immediately upon its approval by the Mayor of the City.

"Attachment 1"

LAMBERT-ST. LOUIS INTERNATIONAL AIRPORT®



BOOKMARK – INMOTION STL, LLC

**Multimedia Book Store
Restated and Amended
CONCESSION AGREEMENT
NO. AL-105**

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AIRPORT NUMBER: AL-105

LAMBERT-ST. LOUIS INTERNATIONAL AIRPORT®
RESTATED AND AMENDED
CONCESSION AGREEMENT
(Multimedia Book Store)

THIS RESTATED AND THIRD AMENDMENT, made and entered into as of the _____ day of _____ 2008 (“**Agreement**”), by and between the CITY OF ST. LOUIS (“**City**”), a municipal corporation of the State of Missouri and BOOKMARK – INMOTION STL, LLC (“**Concessionaire**”), a limited liability company organized and existing under the laws of the State of Missouri.

WITNESSETH, THAT:

THIS AGREEMENT is a complete restatement of and third amendment to the Concession Agreement made the 14th day of September, 1992, by and between the City and The Bookmark Inc., as authorized by City Ordinance No. 62679, approved July 27, 1992, and as amended by the First Amendment dated January 12, 1998 as authorized by City Ordinance No. 64222, approved December 12, 1997, and as amended by the Second Amendment dated July 2, 2003 as authorized by City Ordinance No. 65880, approved June 12, 2003, (collectively “**Concession Agreement**”);

WHEREAS, the City now owns, operates and maintains an international airport known as Lambert-St. Louis International Airport® (“**Airport**”), located in the County of St. Louis, Missouri;

WHEREAS, a Multimedia Book Store is necessary for the proper accommodation of the public;

WHEREAS, City is desirous of increasing the offering of products and services available to the traveling public;

WHEREAS, The Bookmark Inc., since its initiation of operations at Lambert-St. Louis International Airport® under Concession Agreement dated September 14, 1992 and their new strategic partner, InMotion Entertainment, has earned the confidence of the City and the traveling public and has demonstrated a high level of service in specialty retail operations at the Airport;

WHEREAS, design and construction of said facilities and improvements will require Concessionaire to invest or cause to be invested not less than Five Hundred Thousand Dollars (\$500,000.00) and Concessionaire has agreed to commit to such investment;

WHEREAS, the strategic partnership between The Bookmark, Inc. and InMotion Entertainment (BOOKMARK – INMOTION STL, LLC) will bring the airport’s bookstores into the technology age by transforming conventional bookstores into a multimedia offering and thereby potentially increasing the Airport’s revenues by \$100,000 per year;

WHEREAS, Concessionaire on behalf of itself and its successors and assigns, does hereby waive all rights to any and all reimbursements and compensation that the Concessionaire may be entitled to from the City for the depreciated value of existing improvements and non-expendable equipment at the Airport as of the Commencement Date of this Agreement.

NOW, THEREFORE, for and in consideration of the payments, promises and the mutual covenants and agreements herein contained and other valuable considerations, the City and the Concessionaire agree as follows:

ARTICLE I DEFINITIONS

Section 101. Definitions. The following words and phrases shall have the following meanings:

“**Agreement**” shall mean this concession contract for BookMark – InMotion STL, LLC and any amendments thereto, duly approved by the City.

“**Airport**” as stated in the preamble hereof.

“**Airport Concession Disadvantaged Business Enterprise (ACDBE)**” shall mean a concession that is a for-profit small business concern:

- That is at least fifty-one percent (51%) owned by one or more individuals who are both socially and economically disadvantaged; or, in the case of a corporation, in which fifty one-percent (51%) of the stock is owned by one or more such individuals; and
- Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

“**Airport Properties Department**” shall mean that department of the City of St. Louis Airport Authority that has as its primary responsibility the administration of all tenant, permittee, concessionaire and other space at the Airport, and shall be the Concessionaire’s point of contact with the Airport on all issues related to this Agreement.

“**Authority**” shall mean the City of St. Louis Airport Authority, the City department responsible for managing and operating the Airport.

“Build-Out or Build-Out Costs” shall mean costs incurred for the demolition/re-development of existing Improvements and construction of new Improvements to the Premises, including furnishings, fixtures and finishes including Removable Fixtures, costs of architectural design and engineering fees, permits, insurance and construction bonds; but excluding the costs of interest during construction and overhead of the Concessionaire.

“City” as stated in the preamble hereof.

“Commencement Date” as stated in Article IV, Section 401.

“Concession” as stated in the preamble hereof.

“Concessionaire” as stated in the preamble hereof.

“Concession Fee” shall mean the product of (i) Gross Receipts multiplied by (ii) the percentage as set out in Article V.

“Contract Year” shall mean a period of twelve (12) consecutive calendar months commencing on the first (1st) day of the month following full execution of this Agreement by the City.

“Director” shall mean the Director of Airports of the City of St. Louis Airport Authority, and incorporates the granting of approval requirements of Section 1415 hereof.

“Good Faith Efforts” shall mean efforts to achieve an ACDBE goal or other requirement that, by their scope, intensity and appropriateness to this objective, can reasonably be expected to meet the programs requirement.

“Gross Receipts” shall mean the total revenues from all sources and all types at the Airport under the Agreement and any derivative thereof performed by Concessionaire, its subcontractors, subsidiaries, associated companies or otherwise, regardless of the point of origin or delivery of the order; and, only the following may be excluded or deducted, as the case may be, from Gross Receipts:

- federal, state, county and municipal sales taxes or other sales taxes separately stated and collected from customers;
- cash or credit refunds given to customers for returned products or unperformed services purchased at the Airport;
- receipts in the forms of refunds from or the value of merchandise, supplies or equipment returned to shippers, suppliers or manufacturers;
- sale or trade-in value of any equipment or fixtures approved for removal by the Director and owned by Concessionaire.
- gratuities paid by customers to members of Concessionaire’s staff.

“Improvements” shall mean all construction and fixtures built or erected by the Concessionaire, and forming a part of and which are permanently affixed or attached to any portion of Airport real property or improvements within the Premises.

“Minimum Annual Guarantee” shall mean Concessionaire’s minimum annual payment, as set out in Section 502 herein.

“Percentage” shall mean that designated portion of Concessionaire’s Gross Receipts that are payable to the City.

“Percentage Fee” shall mean the product of (i) Gross Receipts multiplied by (ii) Percentage set out in Article V, Section 502 hereof.

“Premises” shall mean a location or locations described in Section 201 that have been designated by the City for the sale of Concessionaire’s services, and for other uses provided specifically herein, together with all Improvements thereon.

“Removable Fixtures” shall mean all furnishings, equipment and fixtures installed by the Concessionaire that are not permanently affixed to any wall, floor or ceiling in the Premises.

ARTICLE II PREMISES

Section 201. Premises. City, subject to and in accordance with the terms, covenants, warranties, and conditions of this Agreement, hereby permits the Concessionaire to install, maintain and operate at the locations on Airport property including the Airport terminals

and concourses in accordance with rights granted under Section 301. Rights, as described in **Exhibit "A"**, attached hereto and made a part hereof. The rights granted in Section 301 hereof must only be exercised within the Premises.

The Director shall have the right to add, substitute, relocate or delete portions of the Premises upon reasonable notice to the Concessionaire. The substituted or relocated Premises shall be of comparable size and/or have like passenger traffic patterns as the original location. The City will not be liable or responsible for any loss whatsoever, including without limitation, any inconvenience or loss by the Concessionaire of work time, profit or business, actual, incidental, consequential or special damages resulting from these changes to the Premises. The Concessionaire shall have the right to terminate the agreement if the alternate location is unsatisfactory with the stipulation that the Performance Bond be paid in full to the City.

Any additional premises granted to Concessionaire will have a Minimum Annual Guarantee equal to the non-airlines square footage rental rate for that area of the Airport if it is added to the Premises.

Concessionaire accepts 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. City without limitation expressly disclaims and negates as to the Premises any implied or expressed warranty for a particular purpose and any expressed or implied warranty with the respect to the Premises or any portion thereof.

Section 202. Access. Subject to the terms, covenants and conditions of this Agreement hereof, Concessionaire has the right of free access, ingress to and egress from the Premises for Concessionaire's employees, agents, guests, patrons and invitees.

ARTICLE III CONCESSION RIGHTS

Section 301. Rights. City hereby grants to Concessionaire, subject to and in accordance with all of the terms, covenants, warrants and conditions of this Agreement the nonexclusive right, license and privilege and Concessionaire hereby assumes the obligation to design, construct and to operate, manage and maintain a Multimedia Book Store within the Premises and the sale of products and services as listed in **Exhibit "C"** attached hereto and made a part hereof.

City will not locate any automated retail machines, devices, or services that sell, vend or rent products such as: video players and accessories, IPOD/MP3 players and accessories, gaming devices, consumers electronics, cell phones and accessories, computer peripherals, or digital entertainment media within one hundred (100) feet of any location listed in **Exhibit "A"** attached hereof.

Section 302. Limitation of Rights. Concessionaire is not granted the right to offer for sale any merchandise, products, or services, or engage in any other business or commercial activity on the Airport that is not specifically granted under this Agreement. If any services or products, other than those specifically mentioned in Section 301 are offered for sale by Concessionaire, Concessionaire will cease and desist from any further sale or provision thereof immediately and not later than upon receipt of written notice from the Director.

Concessionaire shall not engage in advertising or provide an area for the distribution of advertisements on behalf of any company other than itself. City shall be the sole judge whether the conduct of Concessionaire's representative in the solicitation of business constitutes a violation of this paragraph, and upon notice from the City, Concessionaire shall forthwith take all steps necessary to eliminate the undesirable condition.

This Agreement grants no real or implied rights to any concession privileges on the Airport other than in the designated areas.

ARTICLE IV CONCESSION TERM

Section 401. Term. The term of this Agreement shall commence on the first day of the month following full execution of this Agreement by the City and end on the dates written below:

"Commencement Date": _____

"Expiration Date": November 30, 2015

Section 402. Surrender of Possession. No notice to quit possession at the expiration date of the term of this Agreement shall be necessary. Concessionaire covenants and agrees that at the expiration date of the term of this Agreement, or at the earlier termination hereof, it will peaceably surrender possession of the Premises, in as good condition as that existing at the time of Concessionaire's

initial entry upon the Premises under this Agreement, reasonable wear and tear, acts of God, and other casualties excepted, and the City shall have the right to take possession of the Premises with or without due process of law.

Section 403. Holdover Provision. If Concessionaire shall, with the prior written approval of the Director, holdover after the expiration of the term of this Agreement, the resulting tenancy shall, unless otherwise mutually agreed, be a tenant at will on a month-to-month basis. During such month-to-month tenancy, Concessionaire shall pay to City the same Concession Fees as set forth herein, unless different fees shall be agreed upon by the Director on behalf of the City and the Concessionaire, and shall be bound by all terms, covenants and conditions of this Agreement.

ARTICLE V FEES AND RENTALS

Section 501. General. Concessionaire, for and in consideration of the rights and privileges granted herein, agrees to pay the concession fees and the other fees and charges set forth below in Sections 502, 505 and 510 and the utilities described in Section 804 of this Agreement, without demand, during the term of this Agreement.

Section 502. Concession Fee Payments. The Concessionaire agrees to pay for each Contract Year a sum equal to the greater of the Minimum Annual Guarantee (MAG) as set forth below or the Concession Fee (Gross Receipts multiplied by the Percentage set forth below).

| <u>Contract Year</u> | <u>July 1</u> | <u>MAG</u> | <u>Percentage</u> |
|----------------------|---------------|--------------|-------------------|
| 1 | 1992 | \$ 58,120.00 | 10% |
| 2 | 1993 | \$ 65,281.00 | 10% |
| 3 | 1994 | \$ 72,443.00 | 10% |
| 4 | 1995 | \$ 79,604.00 | 10% |
| 5 | 1996 | \$ 86,766.00 | 10% |
| 6 | 1997 | \$ 93,927.00 | 10% |
| 7 | 1998 | \$144,460.00 | 10% |
| 8 | 1999 | \$150,051.00 | 10% |
| 9 | 2000 | \$155,808.00 | 10% |
| 10 | 2001 | \$161,832.00 | 10% |
| 11 | 2002 | \$168,201.00 | 10% |
| 12 (7/1 – 11/30) | 2003 | \$176,228.00 | 10% |
| (12/1/04 – 6/30/04) | | \$132,171.00 | 10% |
| 13 | 2004 | \$ 90,025.00 | 10% |
| 14 (7/1 – 2/28/06) | 2005 | \$ 66,989.16 | 10% |
| (3/1/06 – 6/30/06) | | \$ 61,671.84 | 10% |
| 15 | 2006 | \$ 74,816.26 | 10% |
| 16 | 2007 | \$ 83,411.52 | 10% |
| 17 thru 23* | 2008 | \$145,000.00 | As written below |

Electronics = \$0 - \$2M 12%
> \$2M 11%

Books = 10%

Section 503. Payment. Payments for each month of each Contract Year shall consist of (a) an amount paid in advance on or before the first (1st) day of each month of 1/12 of the MAG; and (b) an amount paid on or before the fifteenth (15th) day of the second and each succeeding month equal to the Percentage Fee applied to the Gross Receipts for the preceding month which exceeds the MAG as set forth in this Agreement. (See Article V, Section 505 Unpaid Fees for the amount of any applicable service charge and Article XIII LIQUIDATED DAMAGES.)

Section 504. Reports.

- A. Concessionaire shall submit to the City by the fifteenth (15th) day of the second and each succeeding month of each Contract Year hereof, two (2) copies of an accurate statement of Gross Receipts. Concessionaire shall document in a manner satisfactory to the Director the specifics of all refunds deducted from Gross Receipts. This statement shall separately state Gross Receipts for products by location and be certified as accurate by an officer of the Concessionaire. The final statement of Gross Receipts will be due by the fifteenth (15th) day of the month

following expiration of this Agreement. Concessionaire shall report Gross Receipts, on a form approved by the Director. The City reserves the right to use these statements of Gross Receipts as a source of information to bidders in a future solicitation for bids or request for proposals for this concession.

- B. Concessionaire shall submit an audited report of Gross Receipts within one hundred twenty (120) days following the conclusion of each Contract Year. These audit reports must be prepared by an independent Certified Public Accountant. The audit reports shall at a minimum certify the accuracy of (i) reported total accumulated Gross Receipts; and (ii) the aggregate amount of Gross Receipts and/or goods and services attributable to ACDBE participants. The audit reports shall also include a schedule showing the total of actual payments to the City during the Contract Year and shall state an opinion as to the correctness of the computation of Gross Receipts without exception.
- C. Within thirty (30) days after the close of each Contract Year, except the last Contract Year, Concessionaire shall provide the City with an estimate of projected monthly Gross Receipts for the subsequent Contract Year.
- D. Delivery of an audit report containing a qualified opinion, an adverse opinion or a disclaimer of opinion as defined in the Statement on Auditing Standards, or as same may from time to time be amended or superseded, issued by the Auditing Standards Board of the American Institute of Certified Public Accountants, shall be deemed to be a default pursuant to Section 1101 B. 10) herein.
- E. Concessionaire shall keep, and make available to the City, such records (copies of subcontracts, paid invoices, documentation or correspondence) as are necessary for the City to determine compliance with the ACDBE participation requirement. The City reserves the right to investigate, monitor and/or review records for compliance. Concessionaire shall submit quarterly ACDBE activity reports to the City in a form approved by the Director.

Section 505. Unpaid Fees. All unpaid fee payments due the City hereunder shall bear a service charge of 1½% per month if same is not paid and received by the City on or before the twentieth (20th) of the month in which said payments are due, and Concessionaire agrees that it shall pay and discharge all costs and expenses including attorney fees and litigation cost incurred or expended by the City in collection of said delinquent amounts due, including service charges.

Section 506. Performance and Payment Bond. Concessionaire agrees to furnish a Performance and Payment Bond in a form acceptable to City in the principal amount equal to seventy-five thousand dollars (\$75,000.00) prior to execution of this Agreement. Such bond or other form of security agreed to by the City, shall remain in full force and effect throughout the term of this Agreement and shall extend at least one hundred eighty (180) days following the expiration or early termination of this Agreement. In the event that said bond should expire prior to expiration or early termination of this Agreement, Concessionaire warrants, covenants and agrees to provide City a renewal bond sixty (60) days prior to expiration date of the expiring bond. Such bond will guarantee the payment of all fees and performance of all other terms, covenants and conditions of this Agreement. The Performance and Payment Bond will be in the form of standard commercial guaranty bond running to City, written by a surety company authorized to do business in Missouri and (i) having a "Best" key rating of not less than A and with a "Best" Financial Size Category of not less than Class VIII and (ii) shown on the most recent U.S. Treasury Circular No. 570 as having an "underwriting limitation" of at least the amount of the penal sum of the bond. The bond will be kept in full force and effect during the term hereof. City may agree to another form of deposit which will provide equal protection of City's interest. If City cashes the bond or other form of deposit agreed to by the City, Concessionaire agrees to furnish a replacement Performance and Payment Bond or other form of deposit in the same principal amount within fifteen (15) days.

Section 507. Prompt Payment of Taxes and Fees. Concessionaire warrants, covenants and agrees to pay promptly all lawful general taxes or payments in lieu of taxes, special assessments, excises, license fees, permit fees, and utility service charges of whatever nature, applicable to its operation at the Airport, and to take out and keep current all licenses, municipal, state or federal, required for the conduct of its business at and upon the Airport or under this Agreement, and further covenants and agrees not to permit any of said taxes, payments, assessments, fees and charges to become delinquent.

Section 508. Accounting Records and Reports. During the term hereof Concessionaire shall make available in the St. Louis area true, accurate, complete and auditable records of all business it conducts at the Airport. Concessionaire shall make same records available in the St. Louis area for one (1) year following the expiration or early termination of this Agreement. These records shall be accessible during usual business hours to the City or its duly appointed agents or auditors. Concessionaire is not required to maintain its records in the St. Louis area, as provided above, if it agrees to pay for all costs associated with conducting audits performed by the City, or its duly appointed agents or auditors, at the Concessionaire's place of records.

Section 509. Audit. City, or its duly appointed agents or auditors, reserves the right to audit Concessionaire's, subcontractor's (or others doing business under this Agreement) books, records and receipts at any time for the purpose of verifying the Gross Receipts hereunder. If the results of the audit(s) reveal a discrepancy of more than five percent (5%) between Gross Receipts reported by Concessionaire and Gross Receipts determined by the audit, the cost of the audit shall be borne by Concessionaire.

Section 510. Additional Fees, Charges and Rentals. Concessionaire shall pay additional fees, charges and rentals under the following conditions:

- A. If the City has paid any sum or sums or has incurred any obligations or expenses for which Concessionaire has agreed to pay or reimburse the City for; or
- B. If the City is required or elects to pay any sum or sums or incurs any obligations or expenses because of the failure, neglect or refusal of Concessionaire to perform or fulfill any of the terms, covenants or conditions of this Agreement.

Such payments shall include all interest, costs, damages and penalties in conjunction with such sums so paid or expenses so incurred and may be added to any installment of fees, charges and rentals thereafter due hereunder. Each and every part of such payment shall be recoverable by the City in the same manner and with like remedies as if it were originally a part of the basic fees, charges and rentals, as set forth herein.

For all purposes under this paragraph, and in any suit, action or proceeding of any kind between the parties hereto, any receipt showing the payment of any sum or sums by the City for any work done or material furnished shall be prima facie evidence against Concessionaire that the amount of such payment was necessary and reasonable.

Section 511. Notice, Place and Manner of Payment. Payments to the City shall be made to the Airport Administrative Office, at the Airport, or at such other place as the City may hereafter notify Concessionaire and shall be made in legal tender of the United States.

ARTICLE VI CONCESSIONAIRE'S OPERATIONS

Section 601. Standards of Service.

- A. Deliveries of supplies, cash and coin to the concession premises shall be made at such times, by such routes/modes and at such locations as the City may reasonably approve.
- B. Premises shall be kept clean, neat, business-like and in an orderly condition at all times and Concessionaire shall provide for timely disposal of trash and debris at locations designated by the City.
- C. Concessionaire shall ensure that each customer receives prompt, efficient and courteous service from pleasant and well trained employees. In conjunction with this requirement Concessionaire shall ensure that each location has adequate staff and product to provide such service. Concessionaire shall ensure that all BOOKMARK – INMOTION STL, LLC locations have adequate staff and product available to continue service during normal peak operating hours and during any special or emergency circumstances including flight and weather delays. Concessionaire shall use reasonable efforts to employ an adequate number of bilingual personnel to serve non-English-speaking patrons as market demand may warrant.
- D. Concessionaire shall assure that its agents and employees do not engage in the solicitation of or pressure sales tactics for products offered on or about the Airport.
- E. Operations shall fully comply with all Federal Aviation Administration (FAA) regulations including security requirements, Airport rules and regulations and Airport security plan. Employees shall be suitably badged in accordance with Airport security procedures and regulations and shall fully comply with the Transportation Security Administration's ("TSA") regulation 1542 regarding conduct and access to the Airfield Operations Area ("AOA").
- F. If applicable, Concessionaire shall provide the Director a copy of any health inspection report within twenty-four (24) hours after Concessionaire receives such report. If a health inspection does not result in a report, Concessionaire shall submit a written summary of the nature and findings of such inspection as they were communicated to the Concessionaire. Concessionaire shall also provide the Director with any required corrective

actions and timeframes for each corrective action to be continuously implemented.

- G. Concessionaire will make change for all passengers without charge.

Section 602. Hours of Operation. Concession shall be open seven (7) days per week, three hundred sixty-five or three hundred sixty-six (365 or 366) days per year, as applicable. Hours of operation must be approved in writing by the Director and may not be changed without approval. Concessionaire is expected to operate from one hour before the first departure until the time of the last departure. Concessionaire will remain open during period of flight delays to serve the traveling public.

Section 603. Promotion. Concessionaire warrants, covenants and agrees that it shall take all reasonable measures in every proper manner to maintain, develop and increase the business conducted by it hereunder. Concessionaire shall not divert or cause or allow any business to be diverted from the Airport by referral or any other method. Any action taken by Concessionaire to diminish the Gross Receipts of Concessionaire under this Agreement shall constitute a material breach hereof and a cause for the termination of this Agreement by the City.

Section 604. Personnel.

- A. Concessionaire shall maintain a sufficient number of trained personnel on duty to insure that Concessionaire's customers shall receive prompt and efficient service at all times. Concessionaire shall require its employees (except managerial and supervisory employees) to wear appropriate uniforms and badges to indicate the fact and nature of their employment. Concessionaire shall employ only properly trained, efficient, pleasant, neat, clean and courteous personnel, each of whom shall be proficient in the duties to be performed in the operation of this Concession. Concessionaire shall provide proper training of all employees including on-going customer service training and for the certification and/or licensing of employees in all areas of service as their duties might legally require. Concessionaire agrees that it will be responsible for ensuring that its employees abide by all applicable laws, rules and regulations. Concessionaire shall prohibit and restrain its agents, servants and employees from loud, noisy, boisterous or otherwise objectionable behavior. Upon objection from the Director concerning the conduct or appearance of any such persons, Concessionaire shall immediately take all steps necessary to remove the cause of the objection.

- B. Concessionaire, at its cost, acknowledges and agrees that it shall conduct employee background checks of each of its personnel if required by the Federal Aviation Administration ("FAA"), Transportation Security Administration ("TSA") and/or the Airport. Concessionaire recognizes and agrees that security requirements may change and Concessionaire agrees that it shall comply with all such changes throughout the term of this Agreement.

Concessionaire understands and agrees that fines and/or penalties may be assessed by the FAA or the TSA for Concessionaire's noncompliance with the provisions of the Transportation Security Administration's ("TSA") regulation 1542 as amended or other applicable laws or regulations. Concessionaire shall promptly reimburse the City (within 30 days of the City's request) for any fines or penalties paid by the City due to Concessionaire's noncompliance with said laws or regulations.

- C. Concessionaire's employees will be trained to have sufficient knowledge of the Airport to be able to give clear and accurate directions to the public.

Section 605. Onset of Service. Concessionaire shall be solely liable and responsible for all costs and expenses pertaining to the design, construction, acquisition, installation, replacement, relocation and maintenance of the Improvements, Removable Fixtures and equipment as is necessary to provide service pursuant to this Agreement. At the time of proposal, Concessionaire submitted a transition plan and development schedule, subject to the approval of the Director, for the efficient transition of service from any previous concessionaire. Concessionaire shall be responsible to coordinate the execution of the transition, in accordance with the approved transition plan and replacement schedule, with the previous concessionaire to assure a smooth transition of service with the minimum amount of disruption of service to the traveling public and other users at the Airport.

There shall be an adequate supply of best selling books and offerings during the transition from a conventional book store to a Multimedia Book Store at each airport location. At no time shall any location appear to be going out of business.

Section 606. Pricing.

- A. Concessionaire shall charge fair, reasonable and nondiscriminatory prices that are attractive to the public and

substantially similar to the prices charged at street locations. For purposes of this Agreement, the term "street location" shall mean the regular price of the product or service at a non-Airport location or comparable location, determined as follows:

- 1) If an entity of the same business, franchise or trade name as Concessionaire operates in a non-Airport location within the greater St. Louis metropolitan area, the price for a product shall be the price at the nearest non-Airport location designated by Concessionaire and approved by the Director. Requests for changes to the comparable location or locations for the determination of street pricing and the reasons for such changes shall be provided to the Director for approval and shall become effective only upon receipt of the Director's approval;
- 2) If an entity of the same business, franchise or trade name as Concessionaire does not operate within the greater St. Louis metropolitan area, the street price for a product shall be the regular price of the product at the nearest entity of the same business, franchise or trade name, as agreed to by the Director and Concessionaire;
- 3) If a product is not available from an entity of the same business, franchise or trade name as stated in A1) and A2) hereof, the street price for such product shall be determined by reference to a range of the regular prices of three (3) separate businesses for such product, of comparable nature, ambiance and product and service lines, within the greater St. Louis metropolitan area or at the nearest entity of the same business, franchise or trade name, as agreed to by the Director and Concessionaire;
- 4) If Concessionaire is a franchisee or retail outlet of an entity with a national pricing structure identical for all franchisees or outlets, the street price for a product shall be determined in accordance with such pricing structure; and
- 5) Products containing selling prices printed by the manufacturer are excluded and shall not be sold for more than published prices.

Where an identical product is not available at an agreed comparable location, any difference in size or quality shall constitute a price differential. Concessionaire shall submit, prior to the opening of Premises, a complete list of items to be offered by Concessionaire therein and their prices for the Director's approval. The Concessionaire shall not begin operation without the Director's approval. Concessionaire shall submit to the Director, within sixty (60) days after the end of each Contract Year, an annual price comparison that indicates the extent of compliance by Concessionaire thereof with street pricing and the actions taken by Concessionaire to remedy any noncompliance.

- B. For no less than one (1) time per Contract Year, Concessionaire shall conduct, or shall cause to be conducted, a price comparison of current products available within the Premises. The price comparison shall compare the price of current products available at the Airport with the price at non-Airport comparable locations as described in Section 606 hereof. In the event of noncompliance with the street pricing requirements herein, Concessionaire shall bring all products into compliance with the street pricing requirements within seven (7) days after such noncompliance is identified. The Director reserves the right to independently compare Concessionaire's prices to comparable airports' prices and require Concessionaire to reduce prices based upon its comparison.
- C. Concessionaire shall not increase any prices without prior written approval of the Director. All new products are subject to the street pricing requirements of Section 606 hereof and may be proposed at any time.
- D. Concessionaire is permitted, but not required, to offer discounted prices to employees of the City and other Airport employees. The amount of the discount shall be approved by the Director prior to opening of Premises. In addition, no discounts may be changed, modified or discontinued without the Approval of the Director and with no less than thirty (30) days' notice to the Director.

Section 607. Manager. Concessionaire shall at all times retain one or more qualified, competent and experienced manager(s) who is thoroughly trained to provide and teach excellent customer service and who shall manage and supervise the operations and the facilities and represent and act for Concessionaire. The manager(s) shall ordinarily be available during regular business hours. A responsible subordinate shall be in charge and available at all times during the manager's absence.

Section 608. Conflicts. Concessionaire shall monitor the movement of its vehicles or equipment to minimize conflict with other

functions and users of the Airport and shall coordinate its use of the Airport with other users.

Section 609. Record Keeping. Concessionaire agrees to provide a system for the collection of all monies and provision of accounting, audit and statements of Gross Receipts as required by Article V of this Agreement. This system shall be capable of providing comprehensive records, in a format acceptable to the Director, of daily, monthly and annual sales of Concessionaire and ACDBE participant(s) under this Agreement (these records are to be retained by Concessionaire). Concessionaire must also maintain records that document, in a format acceptable to the Director, the portion of Gross Receipts attributable to ACDBE participants.

Section 610. Transition Period. If applicable, during any future transition of the Multimedia Book Store concession to another Concessionaire, the incumbent Concessionaire hereby warrants, represents, covenants and agrees that Concessionaire shall use its best efforts to assure a smooth transition and agrees to closely coordinate the planning and execution of the transition with the Director.

Section 611. Operation.

- A. Concessionaire shall be responsible for all aspects of the management and operation of this concession. Further, Concessionaire shall provide and be responsible for all employees and necessary components of the operation, including inventory, fixtures, equipment and supplies.
- B. The City shall not be responsible for any equipment, Improvements, supplies or fixtures used, maintained or stored on the Premises, nor will it be responsible for damage to such items resulting from flood, fire, explosion, vandalism or other causes outside the control and responsibility of the City.

Section 612. Communication.

- A. Concessionaire's local manager shall schedule monthly or quarterly meetings (at the Airport Properties Department's discretion) with the appropriate representative of the Airport Properties Department to discuss sales and with the DBE Program Office to discuss ACDBE participation, and any other relevant issues which may affect Concessionaire's operation at the Airport. Concessionaire shall also be available for meetings at other times as necessary.
- B. Concessionaire shall be responsible for notifying the Airport Properties Department of any problem that reduces service or sales levels or in any way impairs Concessionaire's operation. The Airport will make every reasonable effort to assist in eliminating such problems.

Section 613. Customer Complaints. Concessionaire shall establish procedures for handling all customer complaints. Concessionaire shall respond in writing to every complaint, written or oral, within seven (7) calendar days of the complaint and shall make good faith efforts to explain, resolve or rectify the cause of the complaint. Concessionaire shall provide the Director with a copy of each such complaint and its written response thereto.

Section 614. Deliveries. Concessionaire shall monitor the movement of deliveries to avoid conflict with other functions and users of the Airport and shall coordinate its use of the receiving dock with other users. All deliveries are the responsibility of Concessionaire and not the City.

ARTICLE VII IMPROVEMENTS AND ALTERATIONS

Section 701. Construction by Concessionaire. The design should be sophisticated yet providing a comfortable and inviting atmosphere. Storefronts must be upscale and dynamic while complementing the design of the surrounding terminal space. The materials must provide the highest level of fit and finish yet must be durable enough to survive in the high volume airport environment. Finishes should be easy to maintain and keep clean. Passenger flow must be addressed to eliminate queuing into the concourses. The design must meet the criteria of the Americans with Disabilities Act ("ADA") along with all similar state and local requirements. Design of the Concession will be subject to the review and approval of the Airport Properties Department and Planning and Engineering Department of Lambert-St. Louis International Airport®. Drawings must be submitted to the Airport Properties Department along with a completed Tenant Construction or Alteration Application ("TCA"). Building permits will be required from St. Louis County. Fire protection drawings must be sealed by a licensed fire protection contractor and are subject to review and approval by the Airport's insurance carrier. No work can begin until drawings have been approved by the City, building permits have been submitted to the city and a pre-construction conference has been held.

- A. Concessionaire takes the Premises “AS IS” as provided for in Article II, Section 201 hereof, and agrees, at Concessionaire’s sole cost and expense, to design, erect, construct, equip and furnish all necessary Improvements, Removable Fixtures and equipment and make related facility changes as needed to operate a Multimedia Book Store concession, pursuant to this Agreement, in accordance with plans prepared by Concessionaire and approved by the Director subject to the requirements of this Article VII.
- B. Concessionaire agrees that all such work shall be completed according to the Tenant Design Standards, which are filed of record in the Office of the Director.
- 1) Concessionaire shall submit a signed Tenant Construction or Alteration Application (TCA) including complete sealed construction drawings and specifications, as required by Section 702 hereof, to the Airport Properties Department for its initial as well as future construction. The TCA shall be submitted not more than thirty (30) days following full execution of the Agreement by City. Concessionaire will be asked to submit thirty percent (30%) design drawings for review and comment to expedite the approval of final plans and specifications.
 - 2) Concessionaire shall submit a St. Louis County building permit number not more than thirty (30) days following submission of the TCA to the Airport Properties Department. (A building permit number is required before construction can begin.)
 - 3) Concessionaire shall submit the contractor's liability insurance certificates and performance and payment bonds, required by Sections 704 and 705 hereof, to the Airport Properties Department not more than forty-five (45) days following the TCA approval by the Airport Properties Department and prior to beginning of work.
 - 4) Concessionaire shall complete all construction and open all Premises fully fixtured and operational no later than one hundred eighty (180) days after full execution of the Agreement by the City, subject to the provisions of Article XIII.
 - 5) Failure to open and operate in accordance with this Section 701 will result in Concessionaire being assessed liquidated damages in the amount of \$500/day for each day beyond the one hundred eighty (180) days after full execution by the City.
 - 6) Concessionaire shall submit a certificate of completion and a certified copy of a St. Louis County occupancy permit, to the Airport Properties Department, as required by Section 706 hereof.
- C. In connection with Concessionaire’s performance under Section 701 of this Agreement, Concessionaire shall expend or cause to be expended for Build-Out Costs not less than Five Hundred Thousand Dollars (\$500,000.00). Concessionaire shall complete or cause to be completed such Improvements in accordance with all requirements of this Article VII.

Concessionaire shall furnish the Director with satisfactory proof of Build-Out Costs for each unit within one hundred eighty (180) days following completion of work to the Premises. This proof of costs must include, at a minimum, an itemized account of all included costs, supported by paid invoices (copies to be provided only if specifically requested by the Director) and certified as accurate by an officer of Concessionaire. Upon completion of the Build-Out, Concessionaire will have the total Build-Out Cost certified by an Independent Certified Public Accountant and will supply the resulting audit report to the Director. Concessionaire shall provide to the Director any other proof necessary to satisfy the Director.

Concessionaire is encouraged by City to productively expend the entire amount obligated to Build-Out Costs, but in the event Concessionaire’s actual expenditures are less than the total of Five Hundred Thousand Dollars (\$500,000.00), the difference shall be an item of additional payment due and payable to City within thirty (30) days after the receipt of an invoice for such difference from City.

In the event Concessionaire encounters material believed to be asbestos or polychlorinated biphenyl (**PCB**) which has not been rendered harmless, or specifically identified with method of removal, handling or protection, Concessionaire shall immediately stop work in the affected area and report the condition to the Director in writing. The work in the affected area shall not thereafter be resumed except by written agreement of the Director and Concessionaire if in fact the material is asbestos or PCB and has not been rendered harmless. The work in the affected area shall be resumed in the absence of asbestos or PCB, or when it has been rendered

harmless, by written agreement of the Director and Concessionaire. Concessionaire shall not be required to perform, without their consent, any work related to asbestos or PCB.

Section 702. Preparation of Plans and Specifications. Concessionaire shall submit detailed drawings, plans and specifications sealed by an appropriate Missouri registered professional for improving and equipping the Premises. Concessionaire shall begin work on proposed construction only after it has received the written approval of its plans and specifications from the Director.

Section 703. Contractor's Liability Insurance. In any contract appertaining to improving and equipping the Premises, Concessionaire shall require the contractor to cause the City, its Board of Aldermen, Airport Commission and their respective officers, agents and employees, to be insured against the risk of claims and demands, just or unjust, by third persons against the City, its Board of Aldermen, Airport Commission and their respective officers, agents and employees, against and from all such claims and demands, with bodily injury limits of not less than two million dollars (\$2,000,000.00) as to any one person, and two million dollars (\$2,000,000.00) as to any one occurrence, and with property damage limits of not less than two million dollars (\$2,000,000.00) as to any one occurrence. Said insurance shall be in a form acceptable to the City.

Section 704. Performance and Payment Bonds. Concessionaire shall require each of its contractors and suppliers of construction materials to furnish a Performance Bond and a Payment Bond each in the full amount of any contract in a form acceptable to the City. The Payment Bond shall comply with the coverage requirements and conditions of Section 107.170 RSMo (Revised Statutes State of Missouri). 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.

Section 705. Mechanics' and Materialmen's Liens. Concessionaire agrees not to permit any mechanics' or materialmen's or any other lien or encumbrances to be foreclosed upon the Premises or any part or parcel thereof, or the improvements thereon, by reason of any work or labor performed or materials furnished by any mechanic or materialman or for any other reason.

Section 706. Certificates of Completion. Upon the completion of the improvements hereunder, Concessionaire shall submit to the Director a copy of its acceptance letter certifying completion and 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 Concessionaire. Concessionaire will provide the City with sealed as-built drawings within ninety (90) days of opening.

Section 707. Signs.

- A. Concessionaire shall not erect, maintain or display any signs on the Premises without the prior written approval of the Director. The term "sign" as used herein, shall mean advertising signs, billboards, identification signs or symbols, posters, displays, logos, or any similar devices. Subject to the foregoing, Concessionaire shall have the right to install such advertising and identification signs as may be necessary for the proper conduct of a Multimedia Book Store concession as contemplated hereunder. Concessionaire shall comply with all rules promulgated by the Director regarding the placement of signs and advertising in the Premises. A blade sign installed in accordance with the Airport's blade sign specification must be installed as part of Concessionaire's initial construction.
- B. Concessionaire shall be responsible for the cost of any new signs or modifications to Airport directories and other existing signs, including sign systems required by the Director. All modifications to these signs must be approved by the Director and are subject to all applicable requirements of this Section 707 hereof and the Tenant Design Standards.
- C. Prior to the erection, construction or placement of any sign, Concessionaire shall submit to the Director for approval, all drawings, electrical details, sketches, designs, elevations, mounting details and dimensions of such signs. Any conditions, restrictions or limitations with respect to the use thereof as stated by the Director in writing shall become conditions of the Agreement.
- D. Concessionaire shall not place any advertising matter, displays or other literature not directly pertaining to a Multimedia Book Store concession or place any signs outside of the Premises.

Section 708. Title to Improvements and Fixtures. All Improvements constructed or placed in the Premises by Concessionaire that are not Removable Fixtures, as well as all alterations, modifications and enlargements thereof shall become part of the Premises with title vesting to the City upon expiration or earlier termination of this Agreement. This vesting of title is subject to Concessionaire's obligation to operate, repair, maintain and replace, and its right of possession, use and occupancy during the term and in accordance

with this Agreement.

All Removable Fixtures shall remain the property of Concessionaire, and shall be removed by Concessionaire at date of expiration or early termination of this Agreement. Within sixty (60) days of the commencement of the operation in the Premises, a list of such Removable Fixtures shall be submitted in writing to the Director by Concessionaire for the Director's approval, and such list shall be periodically updated by Concessionaire.

The City reserves the right and Concessionaire agrees that the Director may require Concessionaire to promptly and timely remove any or all Improvements and structures and restore the Premises to their original condition at the time Concessionaire took possession of the Premises. Concessionaire agrees to bear all costs of such removals and restorations.

ARTICLE VIII USE OF PREMISES

Section 801. Compliance with Laws and Regulations. Concessionaire shall comply with all rules and regulations which the Director may establish from time to time. In addition, Concessionaire shall comply with all statutes, laws, ordinances, orders, judgments, decrees, regulations, directions and requirements of all federal, state, City, local and other governmental authorities, now or hereafter applicable to the Premises or to any adjoining public ways, as to the manner of use or the condition of the Premises or of adjoining public ways.

Section 802. USE. Concessionaire shall provide and pay for all repairs and maintenance of the Premises, except the following which shall be the responsibility of the City:

- A. The structural components of the building.
- B. The utility system to the point of Concessionaire's connection to the utility system, except where the utility systems are owned or controlled by the utility companies.
- C. The washing of the exterior of windows in the terminal building.

Concessionaire shall perform the following functions as part of its responsibilities in the repair and maintenance of the Premises. The following list includes certain functions but Concessionaire's responsibilities are not limited to those functions:

- A. Perform custodial services daily.
- B. Keep all its equipment and fixtures in good repair and appearance.
- C. Keep the Premises free from all fire and other hazards to persons and property and furnish and maintain adequate portable fire protection equipment.
- D. Repair all damage to the Premises and the Airport when such damage results from the careless or negligent acts of Concessionaire or Concessionaire's agents or employees.
- E. Provide for complete, sanitary handling and disposal of all trash, garbage and refuse (liquid or solid) in accordance with standards established by the Director applicable to all Airport tenants. Such standards may require the use of special devices including, but not limited to, special containers, compactors and disposal systems. Concessionaire agrees to promptly provide and install same and to abide by such standards.
- F. Confine all handling and holding of Concessionaire's property to the Premises.
- G. Keep all papers and debris picked up daily from the Premises.
- H. Keep the Premises free of all pests, providing such pest control services as required.
- I. No storage will be permitted on the exterior areas of the Premises.

The Director may temporarily or permanently close any roadway or other right-of-way for access to the Premises, so long as another means of access is provided. Concessionaire understands and agrees that there may be inconveniences caused by construction or renovations of the Airport, and Concessionaire hereby releases and discharges the City from any and all inconvenience claims,

liability or causes of action arising out of or incidental to the closing of any right-of-way, including without limitation loss of profit or business, incidental, consequential or special damages.

Section 803. Right to Enter, Inspect and Make Repairs. The City and its authorized officers, agents, employees, contractors, subcontractors and other representatives shall have the right (at such times as may be reasonable under the circumstances and with as little interruption of Concessionaire's operations as is practicable) to enter upon and in the Premises for the following purposes:

- A. To inspect such Premises to determine whether Concessionaire has complied and is complying, with the terms, covenants and conditions of this Agreement.
- B. To perform maintenance and make repairs Concessionaire is obligated, but has failed to do so after the City has given Concessionaire notice to do so, in which event, Concessionaire shall reimburse the City for the cost thereof, plus a charge of fifteen percent (15%) for overhead, promptly upon demand.
- C. To gain access to the mechanical, electrical, utility and structural systems of the Airport for the purpose of maintaining and repairing such systems.
- D. To perform inspections, testing, reporting, surveys, environmental inspections, remediation, studies and assessments during normal business hours.

Section 804. Utilities. The City shall provide a main electric panel from which Concessionaire shall obtain electricity at a cost based upon metered usage. Concessionaire shall be responsible for the cost of electric meters and sockets and all connections to and within the Premises. Concessionaire shall be responsible for any needed modification or upgrade in electrical supply caused by increased lighting or other changes to the Premises made by Concessionaire.

Concessionaire shall pay for all costs of other utilities, including but not limited to deposits, installation costs, connection charges, meter deposits and all service charges for telephone and other utility services metered directly to the Premises, regardless of whether or not such utility services are furnished by the City or a utility service company.

If required by building codes or other regulations, Concessionaire shall pay for the cost of installation of fire detection and suppression distribution equipment in the Premises. Concessionaire shall pay for the connection of fire detection equipment up to City provided z-tie boxes. Concessionaire shall pay for the connection of fire suppression equipment up to City provided sprinkler mains and tamper switches.

The City shall not be liable to Concessionaire for damages or any losses for the interruption of any utility service, or for any delay in the supplying or furnishing of any utility service. Concessionaire does hereby release and discharge the City from any and all inconvenience, claims or cause of actions arising out of or incidental to such interruption, including, without limitation, loss of profit or business, actual or incidental, consequential or special damages.

Section 805. Interference to Air Navigation. Concessionaire warrants, represents and agrees that no obstruction to air navigation, as such are defined from time to time by application of the criteria of Part 77 of the Federal Aviation Regulations or subsequent and additional regulations of the Federal Aviation Administration, will be constructed or permitted to remain in or on the Premises. Any obstructions will be immediately removed by Concessionaire at its expense. Concessionaire 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 would interfere with the line of sight of the control tower and its operations. Concessionaire 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, or interfere with the operations of other tenants and users of the Airport.

ARTICLE IX INSURANCE, DAMAGE, AND INDEMNIFICATION

Section 901. Insurance.

- A. General. Concessionaire 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 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 Concessionaire, its officers, agents, and employees pursuant to this Agreement both on the Premises and the Airport.

- B. Risks and Minimum Limits of Coverage. Concessionaire shall procure and maintain the following policies of insurance:
- 1) Commercial General Liability in an amount not less than two million dollars (\$2,000,000.00). Such coverage shall be single limit liability with no annual aggregate.
 - 2) Automobile Liability Insurance. Concessionaire shall provide in an amount not less than two million dollars (\$2,000,000.00) combined single limit per occurrence (for automobiles used by Concessionaire in the course of its performance hereunder, including Concessionaire's non-owned and hired autos). In addition, Concessionaire shall carry excess coverage in the amount of two million dollars (\$2,000,000.00) to Concessionaire automobile liability insurance.
 - 3) Workers' Compensation and Employer's Liability Insurance, in accordance with Missouri laws and regulations. With respect to Workers' Compensation Insurance, if Concessionaire elects to be self-insured, Concessionaire shall comply with the applicable requirements of law. Concessionaire 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 Concessionaire'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 Concessionaire are not employees of the City for any purpose, and that employees of the City are not employees of Concessionaire.
 - 4) Contents Insurance. Concessionaire shall be solely responsible for obtaining insurance policies that provide coverage for losses of Concessionaire owned property. The City shall not be required to provide such insurance coverage or be responsible for payment of Concessionaire's cost for such insurance.
 - 5) Builders Risk Insurance. During any period of construction or reconstruction for which Concessionaire contracts, Concessionaire 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 Concessionaire's equipment and personal property). Concessionaire may elect to self-insure for individual projects with a total cost of fifty thousand dollars (\$50,000.00) or less.
 - 6) Other Property Coverage. Concessionaire 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 Concessionaire's improvements to the Premises, 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 Concessionaire'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 Concessionaire 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 Concessionaire'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 Concessionaire in its operations.

- 4) Deductibles. Concessionaire 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 Concessionaire's rights or increase Concessionaire's obligations in respect to its undertakings or hold harmless defense and indemnification set forth in Section 903 hereof.
 - 5) Cancellation. Each policy shall expressly state that it may not be cancelled, materially modified or non-renewed unless thirty (30) days advance Notice is given in writing to the City by the insurance company, or authorized representative of Concessionaire.
 - 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. Concessionaire 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 Concessionaire 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 Concessionaire's behalf and, after Notice to Concessionaire, the City may recover the cost of those payments with the installment of Fees and Charges next due, plus 15% administrative charge, from Concessionaire.
 - 9) Proof of Insurance. Within thirty (30) days of the Effective Date of this Agreement and at any time during the term hereof, Concessionaire shall furnish the City with certificates of insurance. At least five (5) days prior to the expiration of any such policy, Concessionaire shall submit to the City a certificate showing that such insurance coverage has been renewed. If such coverage is canceled or reduced, Concessionaire shall, within fifteen (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 Concessionaire, the City shall have the right to examine Concessionaire'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 Concessionaire, 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 Concessionaire, and, based on the written recommendations of such consultant, and in consultation with Concessionaire, to reasonably adjust the insurance coverages and limits required herein but not more often than every twenty-four (24) months.

Section 902. Concessionaire Actions Affecting Insurance. Concessionaire 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 Concessionaire's act, or failure to act, causes cancellation of any policy, then Concessionaire shall immediately, upon notification by the City, do whatever is necessary to cause reinstatement of said insurance. Furthermore, if Concessionaire does or permits to be done any act or fails to do any act which causes an increase in the City's insurance premiums, Concessionaire shall immediately remedy such actions and/or pay the increase in premiums, upon Notice from the City to do so; but in any event, Concessionaire will hold the City harmless for any expenses and/or damage resulting from any such action.

Section 903. 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 fees 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 fees will continue until the affected Premises are restored adequately for Concessionaire's use and Concessionaire completes its restoration thereof. The City shall use its best efforts to provide alternate facilities to continue Concessionaire's operation while repair, reconstruction, or replacement is being completed, at a rental rate not to exceed that provided herein for comparable space, provided that Concessionaire's rental costs shall not increase as a result of any such alternate facilities unless Concessionaire requests additional space and/or space replacement of a classification at higher rental rates concurrent with such reassignment to alternate facilities.
- 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 Concessionaire 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 fees 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 restored adequately for Concessionaire's use and Concessionaire completes restoration thereof.
 - 2) If the City elects to reconstruct or replace affected Premises, the City shall use its best efforts to provide alternate facilities to continue Concessionaire'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 six (6) months after the date of such damage or destruction, Concessionaire shall have the right, upon giving the City thirty (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 Concessionaire from operating its Multimedia Book Store concession at the Airport.
 - 3) If the City elects not to reconstruct or replace affected Premises, the City shall meet and consult with Concessionaire on ways to permanently provide Concessionaire with adequate replacement space for affected Premises. Concessionaire shall have the right, upon giving the City thirty (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 Concessionaire from operating its Multimedia Book Store concession at the Airport.
- 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 903 A-C. If the City elects to repair, reconstruct, or replace affected premises as provided in this Section, then Concessionaire 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 Concessionaire 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 Concessionaire requests to perform said function with respect to damage under Subsections 903 A and B, the City may, in its sole discretion, allow Concessionaire to do so. Any such work by Concessionaire must be done in accordance with the requirements of Section 701. The City shall reimburse Concessionaire for the cost of such work performed by Concessionaire. Concessionaire 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 Concessionaire Negligence.** Notwithstanding the provisions of this Section, if damage to or destruction of the Premises is due to the negligent or willful acts of Concessionaire, its agents, servants, or employees, or those under its control, there shall be no abatement of fees during the restoration or replacement of said Premises. In addition, Concessionaire 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, Concessionaire shall pay the amount of such additional costs to the City.

Section 904. **Indemnification.** Concessionaire 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, the conduct of a Multimedia Book Store Concession, or Concessionaire's use of its Premises or other areas or facilities at the Airport by Concessionaire, its agents, employees, contractors, or subcontractors, including, but not limited to:

- A. The acts or omissions of Concessionaire, its agents, employees, contractors, or suppliers;
- B. Concessionaire's use or occupancy of the Airport and the Premises; and
- C. Any violation by Concessionaire in the conduct of Concessionaire's Multimedia Book Store Concession or its use of its Premises or other areas or facilities at the Airport of any provision, warranty, covenant, or condition of this Agreement.

Concessionaire shall, at its own cost and expense, defend all such claims, demands and suits, whether frivolous or not. Concessionaire 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 Concessionaire or by reason of Concessionaire'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 concession-related receipts. Concessionaire 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 Concessionaire to contest or appeal the same. Concessionaire 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 Concessionaire. Concessionaire shall, at its own cost and expense, defend all such claims, demands and suits, whether frivolous or not.

Concessionaire 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 Concessionaire, its agents, employees, contractors, or suppliers, in conjunction with Concessionaire's use and/or occupancy of the Premises or its operations at the Airport. Concessionaire will, at its own cost and expense, defend all such claims, demands and suits, whether frivolous or not. Concessionaire shall include the substance of this Subsection (C) in every sublease, contract or other agreement which Concessionaire may enter into related to its activities at the Airport, 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.

If a prohibited incursion into the air operations area occurs, or if the Airfield Operations Area or sterile area security is breached, by or due to the negligence or willful act or omission of any of Concessionaire's employees, agents, contractors, or suppliers, and such incursion or breach results in a civil penalty action against the City, Concessionaire 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 Concessionaire 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.

Concessionaire'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.

The City shall promptly notify Concessionaire of each claim, action, proceeding, or suit in respect of which indemnity may be sought by the City against Concessionaire hereunder, setting forth the particulars of such claim, action, proceeding or suit; shall furnish Concessionaire 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 Concessionaire.

The duty to defend, indemnify, hold harmless, and reimburse shall apply to any claim, demands, or suits made against the City for which Concessionaire 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 Concessionaire herein agrees to indemnify and hold the City harmless, the City shall promptly notify Concessionaire of such claim and, if Concessionaire does not settle or compromise such claim, then Concessionaire shall undertake the legal defense of such claim both on behalf of Concessionaire and on behalf of the City, at Concessionaire's expense; provided, however, that Concessionaire shall immediately notify City if a conflict between the interests of Concessionaire and City arises during the course of such representation. Concessionaire shall use counsel reasonably acceptable to the City Counselor of the City or his or her designee, after consultation with the 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 Concessionaire in accordance with this Section. Any final judgment rendered against the City for any cause for which Concessionaire is liable hereunder shall be conclusive against Concessionaire as to amount upon the expiration of the time for appeal there from. 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.

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.

Notwithstanding the provisions of this Section, Concessionaire 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 fifty percent (50%) liable due to contributory negligence.

This Section shall survive the expiration or early termination of this Agreement. Concessionaire understands and agrees that any insurance protection furnished by Concessionaire pursuant to Section 901 shall in no way limit Concessionaire's responsibility to indemnify and hold harmless the City under the provisions of this Agreement.

Section 905. City Not Liable. Unless otherwise expressly provided for in this Agreement, the City shall not in any event be liable to Concessionaire for:

- A. Any acts or omissions of Concessionaire, its officers, directors, employees, agents, contractors, or suppliers, or for any conditions resulting from the operations or activities of Concessionaire's directors, officers, employees, agents, contractors, or suppliers;
- B. Concessionaire'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 Concessionaire's business or other operations or activities, or which might otherwise cause damages to Concessionaire through loss of business, destruction of property, or injury to Concessionaire, its officers, directors, employees, agents, contractors, suppliers, passengers, 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 X
ASSIGNMENT AND SUBCONTRACTING**

Section 1001. Assignment and Subcontracting.

- A. Concessionaire shall not assign or transfer this Agreement without the prior written consent of the City. In the event there is an assignment of this Agreement by operation of law, the City shall be entitled within ninety (90) days after written notice thereof to exercise the City's option hereby given to terminate this Agreement no sooner than thirty (30) days after the date of such determination by the City. An assignment by operation of law, as the term is used herein, shall include but not be limited to the vesting of Concessionaire's right, title and interest in the Concessionaire's furnishings, Removable Fixtures, or Concessionaire's interest in this Agreement, as a trustee in bankruptcy or as an assignee for the benefit of creditors or in a purchase thereof at a judicial sale or other involuntary or forced sale. It is the purpose of the foregoing provision to prevent the vesting in any such purchaser, referee, trustee, or assignee, any rights, title or interest in the City premises or any of the Removable Fixtures, except subject to the City's right to terminate this Agreement.
- B. Concessionaire shall not sublet the Premises and/or subcontract or transfer any part of the services to be performed hereunder, except as may be necessary to comply with the ACDBE participation goal in Article XII of this Agreement. At least sixty (60) days prior to any contemplated subletting of the Premises or subcontracting of this Agreement, Concessionaire must submit a written request to the Director. This request must include a copy of the proposed subcontract or sublease. Any sublease for space or subcontract or granting of rights acquired hereunder shall be subject to the review and written approval of the Director. Such sublease or subcontract, however, must require at a minimum: (i) strict compliance with all provisions of this Agreement; (ii) a provision that the sublessee or subcontractor will use the facilities solely for the purposes identified in this Agreement; and (iii) a provision ensuring that all concession services are available during the hours of operation required in Section 602 of this Agreement.

The parties understand and agree that Concessionaire is responsible for the performance of its assignees, sublessees, and subcontractors under this Agreement. Concessionaire agrees to initiate and take all corrective action should a subcontractor or sublessee fail to comply with its contract with the Concessionaire or any provision of this Agreement. There will be no reduction of the Minimum Annual Guarantee payable to the City during any such period of change-out or vacancy of a subcontractor or sublessee.

- C. No subcontract, sublease, or other agreement shall be effective as it pertains to the City until such time as the City receives a fully executed copy of the approval, subcontract, sublease or agreement as provided for above. Any such assignment or transfer or subcontract of services or the subletting of the Premises without the consent of the City, as provided for above, shall constitute a default on the part of Concessionaire under this Agreement, and the City may terminate this Agreement as provided for in Section 1103. No action or failure to act on the part of any officer, agent or employee of the City shall constitute a waiver by the City of this provision.

**ARTICLE XI
TERMINATION OF AGREEMENT IN ENTIRETY**

Section 1101. City's Right to Terminate. The City, acting by and through its Director, may declare this Agreement terminated in its entirety, in the manner provided in Section 1103 hereof, upon the happening of any one or more of the following events. By example, but not by way of limitation, the following acts or omissions shall constitute a material breach thereby justifying the termination of this Agreement in its entirety.

- A. If the fees, charges, or other money payments which Concessionaire herein agrees to pay, or any part thereof, shall be unpaid after the date the same shall become due.
- B. If during the term of this Agreement, Concessionaire shall:
- 1) Apply for, or consent to the appointment of a receiver, trustee or liquidator of all or a substantial part of its assets;
 - 2) File a voluntary petition in bankruptcy, or admit in writing its inability to pay its debts as they come

- due;
- 3) Make a general assignment for the benefit of creditors;
 - 4) File a petition or an answer seeking reorganization or arrangement with creditors or to take advantage of an insolvency law;
 - 5) File an answer admitting the material allegations of a petition filed against any said assignee or sublessee in any bankruptcy, reorganization or insolvency proceedings; or if during the term of this Agreement, an order, judgment or decree shall be entered by any court of competent jurisdiction; or the application of a creditor, adjudicating Concessionaire as bankrupt or insolvent; or approving a petition seeking a reorganization of Concessionaire, and such order, judgment or decree, shall continue unstayed and in effect for any period of ninety (90) consecutive days;
 - 6) Fail to maintain the quality of services and prices to the satisfaction of the Director as required hereunder;
 - 7) Fail to prevent cessation or deterioration of service for a period which, in the opinion of the Director, materially and adversely affects the overall performance of Concessionaire under this Agreement;
 - 8) Allow a lien to be filed against Concessionaire or any of the equipment or furnishings therein because of or resulting from any act or omission of Concessionaire that is not removed or enjoined within thirty (30) days;
 - 9) Desert, vacate or discontinue all or a portion of its operation of the Premises that in the opinion of the Director results in a failure to provide the public and others the service contemplated hereunder;
 - 10) Fail in the performance of any term, covenant or condition herein required to be performed by Concessionaire.

On the date set forth in the notice of termination, the term of this Agreement and all right, title and interest of Concessionaire shall expire, except as otherwise provided in Section 1103 hereof.

Failure of the City to take any authorized action upon default of any term, covenant or condition required to be performed, kept and observed by Concessionaire shall not be construed to be or act as a waiver of default or in any subsequent default of any term, covenant or condition herein contained to be performed, kept and observed by Concessionaire. The acceptance of monies by the City from Concessionaire for any period or periods after a default by Concessionaire of any term, covenant or condition herein required to be performed, kept and observed by Concessionaire shall not be deemed a waiver or estopping of any right on the part of the City to terminate this Agreement for failure by Concessionaire to so perform, keep or observe any said term, covenant or condition.

Section 1102. Concessionaire's Right to Terminate. Concessionaire, at its option, may declare this Agreement terminated in its entirety, in the manner provided in Section 1103 hereof for the following causes:

- A. If a court of competent jurisdiction issues an injunction or restraining order against the City preventing or restraining the use of the Airport for Airport purposes in its entirety or in substantial entirety.
- B. If the City shall have abandoned the Airport for a period of at least sixty (60) days and shall have failed to operate and maintain the Airport in such manner as to permit landings and takeoffs of planes by scheduled air carriers.
- C. If the City shall have failed in the performance of any specific covenant constituting a material breach within the control of the City and required by this Agreement to be performed by the City.

Section 1103. Procedures for Termination. No termination declared by either party shall be effective unless and until not less than forty-five (45) days have elapsed after written notice by either party to the other specifying the date and cause of termination. No such termination shall be effective if the party at default (i) cannot by the nature of the default cure it within such forty-five (45) day period; (ii) commences to diligently correct such default within such forty-five (45) day period; and (iii) corrects such default as is reasonably practicable. Notwithstanding the foregoing, the effective date for termination shall be thirty (30) days after written notice by City to Concessionaire for failure to make any payment when due, or for failure to provide the security for performance as

specified in Article V or for failure to provide any insurance coverage as specified in Article IX unless cured in such thirty (30) days after written notice by City to Concessionaire.

Section 1104. Rights Cumulative. It is understood and agreed that the rights and remedies of the City and Concessionaire specified in this Article are not intended to be and shall not be exclusive of one another or exclusive of any common law right of either of the parties hereto or any other remedies otherwise available to the parties at law or in equity.

ARTICLE XII
AIRPORT CONCESSION DISADVANTAGED
BUSINESS ENTERPRISE (ACDBE) PARTICIPATION

Section 1201. Compliance.

- A. Concessionaire agrees as a condition hereunder to meet a minimum ACDBE participation goal of not less than thirty percent (30%) participation in the ownership, management and control of the business by the methods of participation allowed by DOT 49 CFR Part 23. The goal shall be measured as a percentage of total Gross Receipts. The goal remains in effect throughout the term of the Agreement and credit toward the ACDBE goal will only be given for the use of MRCC certified ACDBEs.

Concessionaire submitted at the time of the Bid, evidence that it completed the applicable Good Faith Efforts procedure specified in the Solicitation for Bids for a Multimedia Book Store Concession.

- B. If these Good Faith Efforts resulted in the fulfillment of the ACDBE goal, Concessionaire will not be required to perform additional Good Faith Efforts, except in the event that Concessionaire's ACDBE participation fails to continue to meet the goal or comply with the applicable federal regulations. In the event Concessionaire's ACDBE participation fails to continue to meet the goal or comply with applicable federal regulations, Concessionaire will be required to perform the Good Faith Efforts procedure specified in the applicable federal regulations for the type of participation sought within three (3) months following the loss of ACDBE participation and continue at intervals of not less than twelve (12) months, or until the ACDBE goal is reached by Concessionaire.
- C. If these Good Faith Efforts did not result in fulfillment of the ACDBE goal, Concessionaire must again complete the Good Faith Efforts procedure specified in the applicable federal regulations for the type of participation sought within three (3) months following commencement of the term of this Agreement and continue at intervals of not less than twelve (12) months, or until the ACDBE goal is reached by Concessionaire.
- D. This Agreement is subject to the requirements of the U.S. Department of Transportation's regulations 49 CFR Part 23. Concessionaire or contractor agrees that it will not discriminate against any business owner because of the owner's race, creed, color, religion, sex, national origin or ancestry in connection with the award or performance of any concession agreement, management contract or subcontract, purchase or lease agreement, or other agreement covered by 49 CFR Part 23. Concessionaire or contractor agrees to include the above statements in any subsequent concession agreement or contract that it enters and cause those businesses to similarly include the statements in further agreements.
- E. Concessionaire shall operate its Multimedia Book Store concession in compliance with all other requirements imposed by or pursuant to 49 CFR Part 23, as applicable, and as said regulations may be amended or new regulations promulgated. Concessionaire shall also comply with any City of St. Louis executive orders, resolutions or ordinances enacted, now or in the future, to implement the foregoing federal regulations, as applicable. In the event of breach of any of the above covenants, the City shall have the right to terminate this Agreement.

ARTICLE XIII
LIQUIDATED DAMAGES

Section 1301. Liquidated Damages. Concessionaire recognizes and hereby agrees and stipulates that the City will lose revenue and/or incur certain cost or expense, the amounts of which are difficult to ascertain, if Concessionaire defaults or breaches any of the terms, covenants or conditions enumerated below. Therefore, the Concessionaire agrees and stipulates that the Director, on behalf of the City, may elect after written notice to the Concessionaire of said default or breach to impose the charges set forth below as liquidated damages on the basis of each default or breach. The first default or breach in any category will result in a warning letter. The second

default or breach will require Concessionaire to pay liquidated damages in the amount listed below. For the third default or breach in the same category, Concessionaire will pay City liquidated damages in the amount listed below. For the fourth and each subsequent cumulative default or breach, Concessionaire shall pay to City the third default or breach amount plus an additional one hundred percent (100%). Such liquidated damages shall be due and payable by the Concessionaire within thirty (30) days of the City's request or notice. The stated defaults or breaches in this Section 1301 are cumulative over the term of this Agreement and are in addition to any other remedies City may have under this Agreement or at law or inequity. For any defaults or breaches specified in this section with associated liquidated damages, the City agrees to provide immediate written notice via facsimile and overnight courier of any such default or breach and the amount of liquidated damages due and payable to the City.

| BREACH OR DEFAULT | SECOND VIOLATION | THIRD VIOLATION |
|---|------------------|------------------|
| A. Unapproved equipment or placement of equipment in areas not authorized by City. | \$500.00 | \$750.00 |
| B. Late monthly reporting of gross receipts in breach of Article V. | \$25.00 per day | \$50.00 per day |
| C. Failure to deliver on time required items such as reports, schedules, manuals or other materials as specified in this Agreement. | \$200.00 | \$300.00 |
| D. Other non-monetary defaults that disrupt operations, traffic in terminal or customer service. | \$500.00 | \$750.00 |
| E. Inoperable equipment or equipment not repaired within 15 days of notice to Concessionaire. | \$200.00 | \$300.00 |
| F. Late annual financial reporting in violation of Article V. | \$50.00 per day | \$100.00 per day |

ARTICLE XIV MISCELLANEOUS PROVISIONS

Section 1401. Notice. Except as herein otherwise expressly provided, all notices required to be given to the City hereunder shall be in writing and shall be sent by certified mail, return receipt requested, to the Director of Airports, St. Louis Airport Authority, 10701 Lambert International Boulevard, P.O. Box 10212 Lambert Station, St. Louis, MO 63145. **A copy of all notices shall also be mailed to the Airport Properties Division Manager at the same address.** All notices, demands and requests by the City to Concessionaire shall be sent by certified mail, return receipt requested addressed to:

BOOKMARK – INMOTION STL, LLC
c/o InMotion Entertainment
Jeremy Smith, President
4801 Executive Park Court, Suite 208
Jacksonville, FL 32216

And

The BookMark, Inc.
Judith K. Wise, President
P.O. Box 1587
St. Louis, MO 63302

James S. Jacobs, Esquire
Jacobs & Dembert, P.A.
One South Street, Suite 1910
Baltimore, MD 21202

Either or both parties may designate in writing from time to time any changes in addresses or any addresses of substitute or supplementary persons in connection with said notices. The effective date of service of any such notice shall be the date such notice is mailed to Concessionaire or said Director.

Section 1402. Non-Discrimination and Affirmative Action Program.

- A. Concessionaire hereto understands and agrees that the City in the operation and use of Lambert-St. Louis International Airport® will not on the grounds of race, creed, color, religion, sex, national origin or ancestry, discriminate or permit discrimination against any person or group of persons in a manner prohibited by Part 21 of the Federal Aviation Regulations of the Office of the Secretary of Transportation. Concessionaire hereby agrees that his premises shall be posted to such effect as required by said regulations.
- B. Concessionaire agrees that in performing under this Agreement, neither he nor anyone under his control will permit discrimination against any employee, worker or applicant for employment because of race, creed, color, religion, sex, national origin or ancestry. Concessionaire will take affirmative action to insure that applicants are employed and that employees are treated fairly without regard to race, creed, color, religion, sex, national origin or ancestry. Such action must include, but shall not be limited to the following: actions to bar, employ, upgrade or recruit, expel, discharge, demote or transfer, layoff, terminate or create intolerable working conditions, rates of pay or other forms of compensation and selection for training, including apprenticeship.
- C. Concessionaire will in all printed or circulated solicitations or other advertisement or publication for employees placed by or on behalf of the Concessionaire state that all qualified applicants shall receive meaningful consideration for employment without regard to race, creed, color, religion, sex, national origin or ancestry. All advertisements or solicitations for applicants for employment must contain the phrase "An Equal Opportunity Employer". Concessionaire shall not make inquiry in connection with prospective employment which expresses directly or indirectly any limitation, specification or discrimination because of race, creed, color, religion, sex, national origin or ancestry.
- D. Concessionaire will permit reasonable access by the City to such persons, reports and records as are necessary for the purpose of ascertaining compliance with fair employment practices.
- E. Concessionaire further agrees that these clauses (B through D) covering discrimination and equal opportunity practices in all matters of employment and training for employment will be incorporated by Concessionaire in all contracts or agreements he enters into with suppliers of materials or services, contractors and subcontractors, including all labor organizations who may furnish skilled, unskilled and craft union skilled labor, or who may perform any such labor or service in connection with this Agreement.
- F. Whenever Concessionaire is sued by a subcontractor, vendor, individual, group or association as a result of compliance with the clauses (A through E) of these provisions relating to fair employment practices, Concessionaire shall notify the City Counselor in writing of such suit or threatened suit within ten (10) days.
- G. Concessionaire will establish and maintain for the term of this Agreement an affirmative action program according to the Mayor's Executive Order on Equal Opportunity in Employment. The City reserves the right to take such action as the City of St. Louis and the United States Government may direct to enforce the above covenants.
- H. Concessionaire assures that it will undertake an affirmative action program as required by 14 CFR, Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, religion, sex, national origin or ancestry be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. Concessionaire assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. Concessionaire assures that it will require that its covered sub organizations provide assurances to the City that they similarly will undertake affirmative action programs and that they will require assurances from their sub organizations, as required by 14 CFR Part 152, Subpart E, to the same effect.
- I. This Agreement is subject to the requirements of the U.S. Department of Transportation's regulation, 49 CFR Part 23. The Concessionaire or contractor agrees that it will not discriminate against any business owner because of owner's race, color, national origin or sex in connection with the performance of any concession agreement, management contract, or subcontract, purchase or lease agreement or other agreement covered by 49 CFR 23.
- J. The Concessionaire or contractor agrees to include the above statement in any subsequent concession agreement or contract covered by 49 CFR 23 that it enters and cause those businesses to similarly include the statement in further agreements.

Section 1403. No Personal Liability. No Alderman, Commissioner, Director, officer, agent or employee of either party shall be personally liable under or in connection with this Agreement.

Section 1404. Force Majeure. Neither the City nor Concessionaire shall be deemed in violation of this Agreement if it is prevented from performing any of the obligations hereunder by reason of strikes, boycotts, labor disputes, embargoes, shortage of material, acts of God, acts of the public enemy, act of superior governmental authority, weather conditions, riots, rebellion, or sabotage, or any other circumstances for which it is not responsible and which is not within its control.

Section 1405. Successors and Assigns. All of the terms, provisions, covenants, stipulations, conditions and considerations of this Agreement shall extend to and bind the legal representatives, successors, sublessees and assigns of the respective parties hereto.

Section 1406. Quiet Enjoyment. Subject to the terms, covenants and conditions of the Agreement, the City covenants that Concessionaire, on paying the fees and otherwise performing its covenants and other obligations hereunder, shall have quiet and peaceable possession of the Premises.

Section 1407. Operation and Maintenance of the Airport. The City shall at all times operate the Airport properly and in a sound and economical manner; and the City shall use reasonable effort to maintain, preserve and keep the same or cause the same to be maintained, preserved and kept with the appurtenances in good repair, working order and condition, and shall from time to time use reasonable effort to make or cause to be made all necessary and proper repairs, replacements and renewals so that at all times the operation of the Airport may be properly and advantageously conducted in conformity with standards customarily followed by municipalities operating airports of like size and character.

Section 1408. Title to the Site. The Premises from the date hereof until the expiration or early termination of this Agreement shall be owned in fee simple title by the City or in such lesser estate as in the opinion of the City Counselor is sufficient to permit the letting thereof by the City as herein provided for the full term provided in this Agreement.

Section 1409. Agreements with the United States. This Agreement is subject and subordinate to the provisions of any agreements heretofore made between the City and the United States, relative to the operation or maintenance of the Airport, the execution of which has been required as a condition precedent to the transfer of Federal rights or property to the City for Airport purposes, or to the expenditure of Federal funds for the extension, expansion, or development of the Airport, including the expenditure of Federal funds for the development of the Airport in accordance with the provisions of the Airport and Airway Development Act as it has been amended from time to time.

Section 1410. Modifications for Granting FAA Funds. In the event that the Federal Aviation Administration requires, as a condition precedent to granting of funds for the improvement of the Airport, modifications or changes to this document, Concessionaire agrees to consent to such reasonable amendments, modifications, revisions, supplements, deletions of any of the terms, conditions, or requirements of this Agreement, as may be reasonably required to enable the City to obtain said Federal Aviation Administration funds, provided that in no event shall such changes substantially impair the rights of Concessionaire hereunder.

Section 1411. Governing Law. This Agreement shall be deemed to have been made in and be construed in accordance with the laws of the State of Missouri, and is subject to the City's Charter and ordinances, as they may be amended from time to time.

Section 1412. Headings. The headings of the Articles and Sections of this Agreement are inserted only as a matter of convenience and reference and in no way define, limit or describe the scope or intent of any provisions of this Agreement and shall not be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

Section 1413. Amendments. This Agreement may be amended from time to time by written agreement, duly authorized and executed by representatives of all the parties hereto.

Section 1414. Previous Agreements. It is expressly understood that the terms and provisions of this Agreement shall in no way affect or impair the terms, obligations or conditions of any existing or prior agreement between Concessionaire and the City.

Section 1415. Required Approvals. When the consent, approval, waiver, or certification (“**Approval**”) of other party is required under the terms of this Agreement, such Approval must be in writing and signed by the party Approving. Whenever the Approval of the City or the Director is required, the Approval must be from the Director or his/her authorized or designated representative. The City and Concessionaire agree that extensions of time for performance may be made by the written mutual consent of the Director and Concessionaire or its designee. Whenever the approval of the City, or the Director, or of Concessionaire is required herein, no such approval shall be unreasonably requested or withheld.

Section 1416. Waivers. No waiver of default by either party of any of the terms, covenants and conditions hereto to be performed, kept and observed by the other party shall be construed as, or operate as, a waiver of any subsequent default of any of the terms, covenants or conditions herein contained to be performed, kept and observed by the other party. Any waiver must be in writing and signed by the party waiving.

Section 1417. Invalid Provisions. In the event any term, covenant, condition or provision herein contained is held to be invalid by a court of competent jurisdiction, the invalidity of any such term, covenant, condition or provision shall in no way affect any other covenant, condition or provision herein contained, provided the invalidity of any such term, covenant, condition or provision does not materially prejudice either the City or Concessionaire in its respective rights and obligations contained in the valid terms, covenants, conditions and provisions of this Agreement.

Section 1418. Entire Agreement. This Agreement, together with all exhibits attached hereto, constitutes the entire Agreement between the parties hereto and all other representations or statements heretofore made, verbal or written, are merged herein and this Agreement may be amended only in writing and executed by duly authorized representatives of the parties hereto.

Section 1419. Not a Lease. This Agreement is not a lease, and the right to use the Premises is entirely dependent upon the rights and privileges granted hereunder. Concessionaire will in no instance be deemed to have acquired any possessory rights against the City or the Premises or be deemed to be a tenant of the City.

Section 1420. Advertising. Concessionaire shall have no right to use the trademarks, symbols, trade names or name of the Airport or Premises, either directly or indirectly, in connection with any production, promotion service or publication without the prior written consent of the Director.

Section 1421. Conflicts Between Tenants. In the event of a conflict between Concessionaire and any other tenant, licensee or concessionaire, as to the respective rights of the others, the Director shall review the applicable agreements and by reasonable interpretation thereof determine the rights of each party, and Concessionaire agrees to be bound by such decision. All determinations by the Director are final and binding.

Section 1422. Prevailing Wage. Concessionaire shall, as a condition of the Agreement, 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. This section is in accordance with and is subject to City Ordinance No. 62124.

Section 1423. Americans with Disabilities Act (“ADA”). Concessionaire shall be responsible for compliance with the Federal ADA, plus any federal, state, or local laws or regulations and City Ordinances pertaining to the disabled individual having access to Concessionaire’s services.

Section 1424. Time is of the Essence. Time is of the essence in this Agreement. The parties agree that time shall be of the essence in the performance of each and every obligation and condition of this Agreement.

Section 1425. Acknowledgment of Terms and Conditions. The parties affirm each has full knowledge of the terms, covenants, conditions and requirements contained in this Agreement. As such, the terms of this Agreement shall be fairly construed and the usual rule of construction, if applicable, to the effect that any ambiguities herein should be resolved against the drafting party, shall not be employed in the interpretation of this Agreement or any amendments, modifications or exhibits thereto.

Section 1426. Security Plan and Facilities. Concessionaire hereby acknowledges that the City is required by the Transportation Security Administration’s (“TSA”) regulation 1542 to adopt and put into use facilities and procedures designed to prevent and deter persons and vehicles from unauthorized access to Airfield Operations Areas (“AOA”). The City has met said requirements by developing a master security plan for the Airport, and Concessionaire covenants and agrees to be fully bound by and immediately responsive to the requirements of the plan in connection with Concessionaire’s exercise of the privileges granted to Concessionaire hereunder. Concessionaire will, within thirty (30) days of the City’s request, reimburse the City for all fines or penalties imposed upon City by the TSA or the FAA resulting from Concessionaire’s negligence or failure to act in relation to TSA regulation 1542 or any other applicable airport security regulations.

Section 1427. Environmental Notice. Concessionaire shall promptly notify the Director of (i) any change in the nature of the Concessionaire’s operations on the Premises that will materially and/or substantially change the Concessionaire’s or City’s potential obligations or liabilities under the environmental laws; or (ii) the commencement by any governmental entity of a formal administrative proceeding before an administrative law judge or a civil or criminal action before a judicial tribunal alleging a violation of any environmental law in connection with Concessionaire’s operations on the Premises.

Section 1428. Living Wage Compliance Provisions. This Agreement is subject to the St. Louis Living Wage Ordinance No. 65597 (“**Ordinance**”) and the “**Regulations**” associated therewith, as may be amended from time to time. Copies of Ordinance and Regulations may be obtained by contacting Mr. Jack Thomas, Assistant Airport Director, M/W/DBE Certification and Compliance Office, P. O. Box 10212, St. Louis, Missouri, 63145-0212 and are incorporated herein by reference. The Ordinance and Regulations require the following compliance measures, and Concessionaire hereby warrants, represents, stipulates and agrees to comply with these measures:

- A. Minimum Compensation: Concessionaire hereby agrees to pay an initial hourly wage to each employee performing services related to this Agreement in an amount no less than the amount stated on the attached Living Wage Bulletin (**Exhibit “B”**), which is incorporated herein. The initial rate shall be adjusted each year no later than April 1, and Concessionaire hereby agrees to adjust the initial hourly rate to the adjusted rate specified in the Living Wage Bulletin at the time the Living Wage Bulletin is issued.
- B. Notification: Concessionaire shall provide the Living Wage Bulletin to all employees, together with a “Notice of Coverage”, in English, Spanish and other languages spoken by a significant number of Concessionaire’s employees within thirty (30) days of Agreement execution for existing employees and within thirty (30) days of employment for new employees.
- C. Posting: Concessionaire shall post the Living Wage Bulletin, together with a “Notice of Coverage”, in English, Spanish and other languages spoken by a significant number of Concessionaire’s employees, in a prominent place in a communal area of each worksite covered by the Agreement.
- D. Subcontractors and Sublessees: Concessionaire hereby agrees to require Subcontractors and Sublessees, as defined in the Regulations, to comply with the requirements of the Living Wage Regulations, and hereby agrees to be responsible for the compliance of such Subcontractors and Sublessees. Concessionaire shall include these Living Wage Compliance Provisions in any contract with such Subcontractors and Sublessees.
- E. Term of Compliance: Concessionaire hereby agrees to comply with these Living Wage Compliance Provisions and with the Regulations for the entire term of the Agreement, and to submit the reports required by the Regulations for each calendar year or portion thereof during which such Agreement is in effect.
- F. Reporting: Concessionaire shall provide the annual reports and attachments required by the Ordinance and Regulations.
- G. Penalties: Concessionaire acknowledges and agrees that failure to comply with any provision of the Ordinance and/or Regulations and/or providing false information may result in the imposition of penalties specified in the Ordinance and/or Regulations. These penalties, as provided in the Ordinance and Regulations, may include, without limitation, suspension or termination of the Agreement, disbarment, and/or the payment of liquidated damages, as provided in the Ordinance and Regulations.
- H. Concessionaire hereby acknowledges receipt of a copy of the Ordinance and Regulations.

(The balance of this page is intentionally blank.)

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

BOOKMARK – INMOTION STL, LLC BY:

ATTESTED TO BY:

Title: _____

Title: _____

Date: _____

Date: _____

FEDERAL TAX ID # _____

THE CITY OF ST. LOUIS, MISSOURI, OPERATING LAMBERT-ST. LOUIS INTERNATIONAL AIRPORT® pursuant to City Ordinance # _____ approved the _____ day of _____, 2008:

The foregoing Agreement was approved by the Airport Commission at its meeting on the _____ day of _____, 2008.

BY:

Commission Chairman and Director of Airports Date

The foregoing Agreement was approved by the Board of Estimate and Apportionment at its meeting on the _____ day of _____, 2008.

BY:

Secretary, Board of Estimate and Apportionment 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:

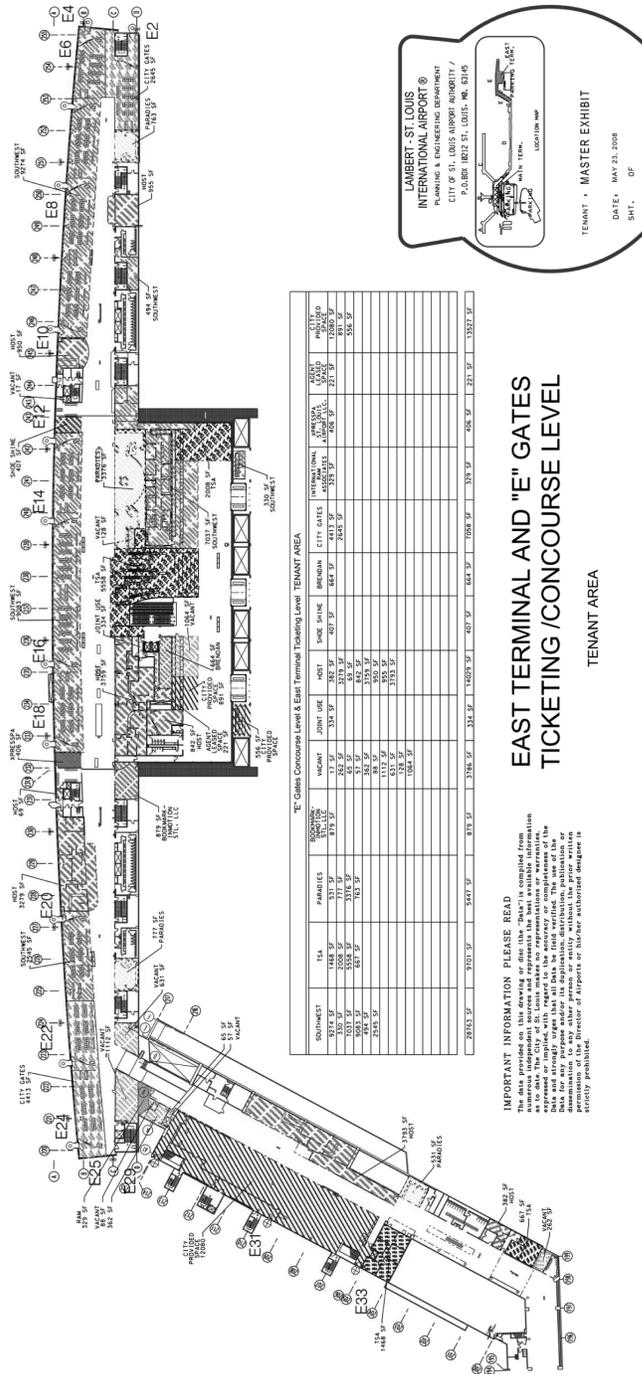
Register, City of St. Louis Date

EXHIBIT "A"

PREMISES

Exhibits to follow for:

- Concourse "A" store**
- Concourse "C" store at gate C17**
- East Terminal store**



**EAST TERMINAL AND "E" GATES
TICKETING /CONCOURSE LEVEL**

TENANT AREA

IMPORTANT INFORMATION PLEASE READ
This document is a preliminary drawing and represents the best available information as of the date of preparation. It is not intended to be a contract. The user of this document is advised that it is not a final design and that it is subject to change without notice. The user of this document is advised that it is not a final design and that it is subject to change without notice. The user of this document is advised that it is not a final design and that it is subject to change without notice.

**LAMBERT-ST. LOUIS
INTERNATIONAL AIRPORT**
PLANNING & ENGINEERING DEPARTMENT
CITY OF ST. LOUIS AIRPORT AUTHORITY /
P.O. BOX 80212 ST. LOUIS, MO. 63145

TENANT - MASTER EXHIBIT
DATE: MAY 23, 2008
SHT. OF

EXHIBIT B**LIVING WAGE ADJUSTMENT BULLETIN**

ST. LOUIS LIVING WAGE ORDINANCE

LIVING WAGE ADJUSTMENT BULLETIN

NOTICE OF ST. LOUIS LIVING WAGE RATES
EFFECTIVE APRIL 1, 2008

In accordance with Ordinance No. 65597, the St. Louis Living Wage Ordinance (“Ordinance”) and the Regulations associated therewith, the City Compliance Official for the City of St. Louis has determined that the following living wage rates are now in effect for employees of covered contracts:

- 1) Where health benefits as defined in the Ordinance are provided to the employee, the living wage rate is **\$11.00** per hour (130% of the federal poverty level income guideline for a family of three); and
- 2) Where health benefits as defined in the Ordinance are **not** provided to the employee, the living wage rate is **\$14.16** per hour (130% of the federal poverty level income guideline for a family of three, plus fringe benefit rates as defined in the Ordinance).
- 3) Wages required under Chapter 6.20 of the Revised Code of the City of St. Louis: **\$3.16** per hour.

These rates are based upon federal poverty level income guidelines as defined in the Ordinance and these rates are effective as of **April 1, 2008**. These rates will be further adjusted periodically when the federal poverty level income guideline is adjusted by the U.S. Department of Health and Human Services or pursuant to Chapter 6.20 of the Revised Code of the City of St. Louis.

The Ordinance applies to employers who are covered by the Ordinance as defined in the Ordinance, where the contract or grant is entered into or renewed after the effective date of the Ordinance, which is November 3, 2002. A copy of the Ordinance may be viewed online at <http://www.stlouiscity.com/livingwage> or obtained from:

City Compliance Official
DBE Program Office -4th Floor
11495 Navaid Road
St. Louis, MO 63044
(314) 551-5000

Dated: February 14, 2008

EXHIBIT C**LIST OF PRODUCTS & SERVICES****Product list for Rental and/or Sale:**

1. Books and book related items (includes book accessories and cards)
2. Audio, video, gaming, and entertainment/electronic hardware, media, and accessories Consumer electronics and accessories
3. Wireless phones and accessories
4. Computer equipment, software, and supplies
5. Office supplies, services and equipment
6. Business luggage and personal electronic device cases
7. Greeting cards and gift accessories

Due to the dynamic nature of the entire category, the concessionaire shall also have the right to sell and/or rent products that are a technological evolution of the aforementioned, and such other merchandise as has been approved by the Director

Definitions:

Video shall include but not be limited to DVD/DVR players, DVD movies, other DVD based software, digital video/audio players, hard drive based players, downloadable video media., and other related products and accessories.

Audio shall include but not be limited to CD Music, CD players, MP3 players, satellite radio, downloadable media, and other related products and accessories.

Gaming shall include but not be limited to any gaming hardware, software, media and accessories.

Entertainment/electronics shall include but not be limited to digital cameras, digital video recorders, camcorders, digital video projection systems, GPS navigation systems, and other multi-functional devices.

Accessories shall include but not be limited to headphones, batteries, cases, power devices, cellular phone & PDA accessories, computer accessories, media content storage, film, digital audio/video downloads, digital photo prints, and other accessories for related technology.

Approved: July 7, 2008

ORDINANCE #68043
Board Bill No. 106

An ordinance recommended by the Airport Commission, the Board of Public Service, and the Board of Estimate and Apportionment authorizing and directing the Director of Airports and the Comptroller of the City of St. Louis, Missouri, a municipal corporation ("St. Louis"), to enter into and execute on behalf of St. Louis an "Agreement and Contract of Sale" (substantially in the form as set out in **ATTACHMENT "1"** which is incorporated herein), between St. Louis, the owner and operator of Lambert-St. Louis International Airport® ("Airport"), which is located in St. Louis County, Missouri, and Hunter Engineering Company, a Missouri corporation ("Buyer"), necessary for the sale by St. Louis to Buyer of certain surplus property (the "Property") located in St. Louis County that is more fully described in Section 1 and EXHIBIT "A" of the Agreement and Contract of Sale in accordance with and subject to its provisions and to the applicable rules and regulations of the Federal Aviation Administration ("FAA") and the applicable provisions of the Airport's Amended and Restated Indenture of Trust between UMB Bank, N.A., Trustee, dated October 15, 1984 as amended, and restated on September 10, 1997 as amended; providing for the deposit of the proceeds from the Agreement and Contract of Sale; authorizing and directing the Mayor and the Comptroller of St. Louis to enter into and execute on behalf of St. Louis the "Quit Claim Deed" substantially in the form as set out in EXHIBIT "B" to the Agreement and Contract of Sale subject to and in accordance with the terms of the Agreement and Contract of Sale, remising, releasing and forever quit-claiming unto the Buyer, its successors and assigns, the Property subject to the easement and restrictive covenants as defined and provided for in the Quit Claim Deed; conditioning the execution and delivery by St. Louis of the agreements, documents, and instruments contemplated in this Ordinance on the FAA's prior written approval of: a) the release and sale of the surplus Property to the Buyer, b) the provisions of the Agreement and Contract of Sale including, without limitation, the "Purchase Price" of One Million One Hundred Seventy Five Thousand Dollars (\$1,175,000.00), as defined and provided for in Section 2 of the Agreement and Contract of Sale, and c) any other related matter required to be submitted to and approved by the FAA; authorizing the Mayor, the Comptroller, the Register, the City Counselor, the Director of Airports, and other appropriate officers, officials, agents, designees, representatives, and employees of St. Louis, with the advice of the Director of Airports, to enter into and execute on behalf of St. Louis and in St. Louis' best interest any attendant or related documents, agreements, affidavits, certificates, or instruments deemed necessary to effectuate the terms set forth in the Agreement and Contract of Sale or the Quit Claim Deed, and/or deemed necessary to preserve and protect St. Louis' interest and to take such actions as are necessary or appropriate in connection with the sale of the Property or the consummation of the transactions contemplated herein; providing that the provisions set forth in this Ordinance shall be applicable exclusively to the agreements, documents, and instruments approved and/or authorized by this Ordinance, and containing a severability clause, and an emergency clause.

WHEREAS, pursuant to certain ordinances of the City of St. Louis, Missouri ("St. Louis") approving the purchase of real estate required for noise abatement purposes and/or the development or improvement of Lambert-St. Louis International Airport® ("Airport"), and in accordance with any applicable rules and regulations under the Federal Aviation Regulation ("FAR") part 150 Noise Compatibility Program, the Federal Aviation Administration ("FAA") Airport Improvement Program (the "AIP"), the Passenger Facility Charge ("PFC") Program, and/or any other applicable federal, state, or local laws and regulations, St. Louis, acting through the Airport Authority of St. Louis (the "Airport Authority"), has acquired and St. Louis is the fee owner of approximately 3.0 acres of real property (the "Property") located in St. Louis County, Missouri and is more fully described in Section 1 and EXHIBIT "A" to the Agreement and Contract of Sale, which is attached hereto as **ATTACHMENT "1"** and incorporated herein;

WHEREAS, pursuant to Section 809 of the Lambert-St. Louis International Airport® Amended and Restated Indenture of Trust between UMB Bank, N.A., Trustee, dated October 15, 1984 as amended, and restated on September 10, 1997 as amended, St. Louis may and hereby determines that the Property is not necessary or useful in the operation of the Airport and is not needed for further aviation purposes of the Airport and, therefore, St. Louis may dispose of or transfer the Property in order that it may be redeveloped for uses compatible with the Airport's operations;

WHEREAS, pursuant to the AIP, St. Louis may dispose of the Property only upon a showing that such disposition is at a fair market value, and is in accordance with a land use plan and/or deed restrictions approved by the Federal Aviation Administration ("FAA") which permit only commercial or development uses of the Property that are compatible with the operations of the Airport, due to Airport noise, over-flight patterns, and height restrictions; and

WHEREAS, the Board of Aldermen hereby determines that the terms of the Agreement and Contract of Sale are acceptable and that the execution, delivery and performance by St. Louis and the Buyer of their respective obligations under the Agreement and Contract of Sale are in the best interests of St. Louis and the Airport and promote the peace, health, safety, and welfare of its residents and the traveling public.

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

SECTION ONE. The Board of Aldermen hereby adopts the foregoing recitals, which are incorporated herein by this reference, as findings.

SECTION TWO. The Director of Airports and the Comptroller of the City of St. Louis ("St. Louis") are hereby authorized and directed to enter into and execute on behalf of St. Louis the "Agreement and Contract of Sale" (substantially in the form as set out in **ATTACHMENT "1"** which is incorporated herein), between St. Louis, the owner and operator of Lambert-St. Louis International Airport® ("Airport"), which is located in St. Louis County, Missouri, and Hunter Engineering Company, a Missouri corporation ("Buyer"), necessary for the sale by St. Louis to Buyer of certain surplus property (the "Property") located in St. Louis County that is more fully described in Section 1 and **EXHIBIT A** of the Agreement and Contract of Sale in accordance with and subject to its provisions and to the applicable rules and regulations of the Federal Aviation Administration ("FAA") and the applicable provisions of the Airport's Amended and Restated Indenture of Trust between UMB Bank, N.A., Trustee, dated October 15, 1984 as amended, and restated on September 10, 1997 as amended.

SECTION THREE. Proceeds from the sale of the Property shall be held by St. Louis in accordance with applicable FAA rules and regulations for the release and sale or transfer of the surplus Property.

SECTION FOUR. The Mayor and the Comptroller of St. Louis are hereby authorized and directed to enter into and execute on behalf of St. Louis the "Quit Claim Deed" substantially in the form as set out in **EXHIBIT B** to the Agreement and Contract of Sale subject to and in accordance with the terms of the Agreement and Contract of Sale, remising, releasing and forever quit-claiming unto Buyer, its successors and assigns, the Property subject to the easement and restrictive covenants as defined and provided for in the Quit Claim Deed.

SECTION FIVE. The execution and delivery by St. Louis of the agreements, documents, and instruments contemplated in this Ordinance are hereby expressly conditioned on the FAA's prior written approval of: a) the release and sale of the surplus Property to the Buyer, b) the provisions of the Agreement and Contract of Sale including, without limitation, the "Purchase Price" of One Million One Hundred Seventy Five Thousand Dollars (\$1,175,000.00), as defined and provided for in Section 2 of the Agreement and Contract of Sale, and c) any other related matter required to be submitted to and approved by the FAA.

SECTION SIX: The Mayor, the Comptroller, the Register, the City Counselor, the Director of Airports, and other appropriate officers, officials, agents, designees, representatives, and employees of St. Louis, with the advice of the Director of Airports, are hereby authorized to enter into and execute on behalf of St. Louis and in St. Louis' best interest any attendant or related documents, agreements, affidavits, certificates, or instruments deemed necessary to effectuate the terms set forth in the Agreement and Contract of Sale or the Quit Claim Deed, and/or deemed necessary to preserve and protect St. Louis' interest, and to take such actions as are necessary or appropriate in connection with the sale of the Property or the consummation of the transactions contemplated herein.

SECTION SEVEN. The terms, covenants, and conditions set forth in this Ordinance shall be applicable exclusively to the agreements, documents, and instruments approved or authorized by this Ordinance and shall not be applicable to any other existing or future agreements, documents, or instruments unless specifically authorized by an ordinance enacted after the effective date of this Ordinance. All provisions of other ordinances of St. Louis which are in conflict with this Ordinance shall be of no force or effect as to the agreements, documents, and instruments approved and/or authorized by this Ordinance.

SECTION EIGHT. The sections, conditions, or 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 NINE. This being an Ordinance providing for public peace, health, or safety, it is hereby declared to be an emergency measure as defined in Article IV, Section 20 of the City of St. Louis' Charter and shall become effective immediately upon its approval by the Mayor of the City of St. Louis.

Approved: July 7, 2008

ORDINANCE #68044
Board Bill No. 107

An Ordinance, recommended and approved by the Airport Commission, the Board of Public Service, and the Board of Estimate and Apportionment, establishing and authorizing a public work and improvement program ("Building & Environ Projects") at Lambert-St. Louis International Airport® (the "Airport"), consisting of capital improvement projects for the purchase, replacement, and rehabilitation of certain loading bridges including all necessary renovations and improvements to the related gate areas, terminal complexes, concourses, and associated Airport buildings, structures, ramps, facilities, and environs, such authorization including, without limitation, engineering planning and designing services, programming services, technical advice and assistance, inspection services, surveying and mapping services, appraisal services, legal services and/or related costs, CADD services, the removal or relocation of structures, obstructions, and utilities, and related work, grading costs, security services, relocation costs, transportation costs, the removal or demolition of improvements, the costs for the repair, renovation, and relocation of loading bridges, architectural, engineering and related consultant and management expense pertaining to the planning, design, consulting, installing mock-ups, the preparation and production of contract documents, bills of sale, or agreements, architect and design services, costs for structural and maintenance studies, estimating and cost benefit consulting services, the costs for general engineering services, consulting services and other technical advices and assistance, construction management, construction, installation, renovation, rehabilitations, repairs, expansion, reconfiguration, improvement, and inspection work, the equipping and furnishing of Airport property including loading bridges, supplies, material and equipment, and other necessary and related work or services for the development, implementation, administration, management or monitoring of the Building & Environ Projects at a total estimated cost of Six Hundred Forty One Thousand Eighty Dollars (\$641,080.00); authorizing an initial appropriation in the total amount of Six Hundred Forty One Thousand Eighty Dollars (\$641,080.00) from the Airport Development Fund established under authority of Ordinance 59286, Section 13, approved October 26, 1984, to be expended for the payment and/or reimbursement of costs for work and services authorized herein; authorizing the Mayor and the Comptroller of the City Of St. Louis ("City") to enter into and execute on behalf of the City easement agreements granting such easements or right-of-ways as are necessary to the administration or implementation of the Building & Environs Projects and containing such terms, covenants, and conditions that are in the best interest of the City, the City's residents, and the traveling public; authorizing the Director of Airports with the approval of the Board of Estimate and Apportionment to let contracts providing for mapping, appraisal, and escrow services, title work, ground maintenance, security services, legal services, and other related services for the implementation and administration of the Building & Environs Projects; authorizing and directing the Board of Public Service with the advice, consent, and approval of the Director of Airports to let and/or enter into contracts, bills of sale, or agreements for all other approved work or services, purchase materials, supplies and equipment including, without limitation, loading bridges, employ labor, pay salaries, wages and fees, pay and/or reimburse costs for authorized work or services, retain consultants and otherwise provide for the work or services authorized herein; providing that any contract or agreement let hereunder, shall be subject to the City's Charter and applicable City ordinances and the State of Missouri's laws or regulations applicable thereto; authorizing and directing the Comptroller of the City to draw warrants from time to time on the Treasurer of the City for the payment or reimbursement of expenses or costs authorized herein upon submission of properly certified vouchers in conformance with procedures established by the Comptroller and, authorizing, as necessary and appropriate, the Comptroller, Treasurer, City Counselor, and other appropriate officers, agents and employees of the City to make such applications or certifications and provide such data to appropriate parties, and to take whatever action necessary in order to provide for the payment and/or reimbursement of eligible costs authorized herein; authorizing the Director of Airports to make such applications and provide such data and to take whatever action necessary to seek funds under the Airport Improvement Program, the Passenger Facility Charge Program or other federal, state or local programs for projects herein authorized where such costs or expenditures are deemed eligible and monies made available for those costs under federal, state, or local law or contract; directing that all contracts or agreements let under authority of this Ordinance be in compliance with all applicable minority and women or disadvantaged business enterprise requirements and in compliance with all applicable federal, state, and local laws, ordinances, regulations, court decisions and executive orders relating to equal employment opportunity; and containing a severability and an emergency clause.

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

SECTION ONE. There is hereby established and authorized a public work and improvement program ("Building &

Environ Projects”) at Lambert-St. Louis International Airport® (the "Airport"), consisting of capital improvement projects for the purchase, replacement, and rehabilitation of certain loading bridges including all necessary renovations and improvements to the related gate areas, terminal complexes, concourses, and associated Airport buildings, structures, ramps, facilities, and environs, such authorization including, without limitation, engineering planning and designing services, programming services, technical advice and assistance, inspection services, surveying and mapping services, appraisal services, legal services and/or related costs, CADD services, the removal or relocation of structures, obstructions, and utilities, and related work, grading costs, security services, relocation costs, transportation costs, the removal or demolition of improvements, the costs for the repair, renovation, and relocation of loading bridges, architectural, engineering and related consultant and management expense pertaining to the planning, design, consulting, installing mock-ups, the preparation and production of contract documents, bills of sale, or agreements, architect and design services, costs for structural and maintenance studies, estimating and cost benefit consulting services, the costs for general engineering services, consulting services and other technical advices and assistance, construction management, construction, installation, renovation, rehabilitations, repairs, expansion, reconfiguration, improvement, and inspection work, the equipping and furnishing of Airport property including loading bridges, supplies, material and equipment, and other necessary and related work or services for the development, implementation, administration, management or monitoring of the Building & Environ Projects at a total estimated cost of Six Hundred Forty One Thousand Eighty Dollars (\$641,080.00).

SECTION TWO. There is hereby authorized an initial appropriation in the total amount of Six Hundred Forty One Thousand Eighty Dollars (\$641,080.00) from the Airport Development Fund established under authority of Ordinance 59286, Section 13, approved October 26, 1984, to be expended for the payment and/or reimbursement of costs for work and services authorized herein.

SECTION THREE. The Mayor and the Comptroller of the City of St. Louis (“City”) are hereby authorized to enter into and execute on behalf of the City easement agreements granting such easements or right-of-ways as are necessary to the administration or implementation of the Building & Environ Projects and containing such terms, covenants, and conditions that are in the best interest of the City, the City’s residents, and the traveling public.

SECTION FOUR. The Director of Airports with the approval of the Board of Estimate and Apportionment is hereby authorized to let all contracts providing for mapping, appraisal, and escrow services, title work, ground maintenance, security services, legal services, and other related services that may be necessary for the implementation and/or administration of the Building & Environ Projects.

SECTION FIVE. The Board of Public Service with the advice, consent and approval of the Director of Airports is hereby authorized and directed to let and/or enter into contracts, bills of sale, or agreements for all other approved work or services, purchase materials, supplies and equipment, including, without limitation, loading bridges, employ labor, pay salaries, wages and fees, pay and/or reimburse costs for authorized work or services, retain consultants and otherwise provide for the work or services authorized herein, except for the agreements for work or services covered by procedures contained in Section Three and Four of this Ordinance.

SECTION SIX. It is hereby provided that any contract or agreement let or enter into hereunder, shall be subject to the City’s Charter and applicable City ordinances and any Missouri state laws or regulations applicable thereto.

SECTION SEVEN. The Comptroller of the City is hereby authorized and directed 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 and, as necessary and appropriate, the Comptroller, Treasurer, City Counselor, and other appropriate officers, agents and employees of the City are hereby authorized and directed to make such applications or certifications and provide such data to appropriated parties, and to take whatever action necessary in order to provide for the payment and/or reimbursement of eligible costs authorized herein.

SECTION EIGHT. The Director of Airports is hereby authorized to make such applications and provide such data and to take whatever action necessary to seek funds under the Airport Improvement Program, the Passenger Facility Charge Program, or other federal, state or local programs for projects herein authorized where such costs or expenditures are deemed eligible and monies made available for those costs under federal, state, or local law or contract.

SECTION NINE. All contracts let under authority of this Ordinance shall be in compliance with all applicable minority and women or disadvantage business enterprise requirements and in compliance with all applicable federal, state and local laws, ordinances, regulations, court decisions and executive orders relating to equal employment opportunity.

SECTION TEN. The sections, conditions, or 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 a court of competent jurisdiction, such holding shall not invalidate the remaining sections, conditions or provisions of this Ordinance.

SECTION ELEVEN. This being an ordinance providing for public work and improvement, it is hereby declared to be an emergency measure as defined in Article IV, Section 20 of the City's Charter and shall become effective immediately upon its approval by the Mayor of the City.

Approved: July 7, 2008

**ORDINANCE #68045
Board Bill No. 108**

An Ordinance recommended 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 "First Amendment To Equipment Operating Lease Agreement" (the "First Amendment") to the Lambert-St. Louis International Airport® Equipment Operating Lease Agreement AL-388 between the City and American Airlines, Inc., commencing January 1, 2006, and authorized by City Ordinance No. 67105, approved June 5, 2006 (the "Agreement"); the First Amendment to the Agreement, which is attached hereto as **ATTACHMENT "1"** and made a part hereof, was approved by the City's Airport Commission, and its terms are more fully described in Section One of this Ordinance; containing a severability clause; and containing 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 "First Amendment To Equipment Operating Lease Agreement" (the "First Amendment") to the Lambert-St. Louis International Airport® Equipment Operating Lease Agreement AL-388 between the City and American Airlines, Inc., whose term commenced on January 1, 2006, and was authorized by City Ordinance No. 67105, approved June 5, 2006 (the "Agreement"); the First Amendment to the Agreement was approved by the City's Airport Commission 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 is held invalid by a 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's Charter and shall become effective immediately upon its approval by the Mayor of the City.

ATTACHMENT "1"

LAMBERT-ST. LOUIS INTERNATIONAL AIRPORT®



AMERICAN AIRLINES, INC.

FIRST AMENDMENT TO EQUIPMENT OPERATING LEASE AGREEMENT

NO. AL-388

AIRPORT NUMBER AL-388

LAMBERT-ST. LOUIS INTERNATIONAL AIRPORT®
FIRST AMENDMENT EQUIPMENT OPERATING LEASE AGREEMENT

THIS FIRST AMENDMENT, made and entered into as of the _____ day of _____, 2008, (**"First Amendment"**) by

and between The City of St. Louis, a municipal corporation of the State of Missouri, (“Lessor” or “City”), and American Airlines Inc., a corporation organized and existing under the laws of the State of Delaware (“Lessee”) is an amendment to Equipment Operating Lease Agreement AL-388 commencing January 1, 2006 (the “Agreement”), which was authorized by Ordinance 67105, approved June 5, 2006.

WITNESSETH THAT:

WHEREAS, the City owns and operates Lambert-St. Louis International Airport® (the “Airport”), located in the county of St. Louis, Missouri;

WHEREAS, the Agreement grants Lessee the right to use and occupy seven City-owned Passenger Loading Bridges (the “PLBs”) at the Airport, subject to, and in accordance with the terms, covenants, warranties, representations and conditions of the Agreement;

WHEREAS, the Lessee is desirous of replacing two of the City-owned PLBs with two Lessee-owned Replacement Passenger Loading Bridges (the “RPLBs”) to increase the Lessee’s flexibility and capability to accommodate a wider range of aircraft in the Lessee’s fleet at the Airport;

WHEREAS, the City and Lessee agree that the City’s acquisition of the two Lessee-owned RPLBs and associated improvements are in the best interest of the parties hereto; and

WHEREAS, the Agreement requires amendment to reflect new rental rates for the leasing of RPLBs acquired by the City to Lessee;

NOW, THEREFORE, for and in consideration of the promises, and of the mutual covenants and agreements herein contained, and other valuable considerations, the City and Lessee agree as follows:

1. Section 502. Rent Payment is deleted in its entirety and the following is substituted in lieu thereof:

“Section 502. Rent Payment. Lessee shall pay in advance to City the following monthly rental rates:

\$1,000.00/per month for each of passenger loading bridges that are Leased Equipment and identified on Exhibit “A” as PLBs.

The rent per month for each passenger loading bridge that is identified as Leased Equipment on Exhibit “A” as RPLBs will be calculated as follows: The total actual cost of the City’s acquisition of the RPLBs and related improvements, in a not to exceed amount of \$641,080.00, amortized over fifteen (15) years at an interest rate of 5.25%.

The City will notify the Lessee in writing, upon the City’s calculation of the RPLBs rental rate, the total monthly rental rate due for both the PLBs and RPLBs. All payments shall be paid on or before the first day of each month for the term of this Agreement.”

2. Exhibit “A” in the Agreement is deleted in its entirety and the attached revised Exhibit “A” is substituted in lieu thereof.

3. All other terms, covenants, and conditions of the Agreement not inconsistent with this First Amendment are unchanged and are hereby ratified and approved and shall remain in full force and effect.

(Remainder of page left intentionally blank)

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

Authorized by City Ordinance _____, approved _____, 2008.

The foregoing First Amendment was approved by the Airport Commission at its meeting on the ____ day of _____, 2008.

THE CITY OF ST. LOUIS BY:

Commission Chairman
and Director of Airports

Date

**ORDINANCE #68046
Board Bill No. 84**

An Ordinance recommended by the Planning Commission on May 7, 2008, to change the zoning of property as indicated on the District Map, from "B" Two-Family Dwelling District to the "F" Neighborhood Commercial District, in City Block 2700 (3144 Osceola), so as to include the described parcel of land in City Block 2700; and containing an emergency clause.

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

SECTION ONE. The zoning designation of certain real property located in City Block 2700 is hereby changed to the "F" Neighborhood Commercial District, real property being particularly described as follows:

Lot 7 in Block 2 of First Subdivision in City Commons in City Block 2700 of the City of St. Louis, Missouri, fronting 25 feet on the south line of Osceola Street, by a depth southwardly of 125 feet to the east-west alley. Known and numbered as #3144 Osceola Street, St. Louis, Missouri 63111. Locator number: 2700-00-01600.

SECTION 2. This ordinance being necessary for the preservation of the health, safety and welfare shall take effect and be in full force immediately upon approval by the Mayor of the City of St. Louis.

EXHIBIT A



| | | |
|------------------------------------|-------------------------------|--------------------------|
| Current Zone | | Rezoning Area |
| A Single-Family Dwelling Dist | G Local Commercial District | Rezoning from "B" to "F" |
| B Two-Family Dwelling Dist | H Area Commercial District | PDA-083-08-REZ |
| C Multiple-Family Dwelling Dist | I Central Business District | |
| D Multiple-Family Dwelling Dist | J Industrial District | |
| E Multiple-Family Dwelling Dist | K Unrestricted District | |
| F Neighborhood Commercial District | L Jefferson Memorial District | |



Approved: July 11, 2008

ORDINANCE #68047
Board Bill No. 85

An Ordinance recommended by the Planning Commission on May 7, 2008, to change the zoning of property as indicated on the District Map, from "B" Two-Family Dwelling District to the "G" Local Commercial and Office District, in City Block 1809 (1412 Mississippi and 1922 & 1924 Park), so as to include the described parcels of land in City Block 1809; and containing an emergency clause.

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

SECTION ONE. The zoning designation of certain real property located in City Block 1809 is hereby changed to the "G" Local Commercial and Office District, real property being particularly described as follows:

A TRACT OF LAND BEING ALL OF LOT B AND PART OF LOT A OF "MISSISSIPPI AVENUE SUBDIVISION" AS RECORDED IN PLAT BOOK 03212007 AND PAGE 192 OF THE CITY OF ST. LOUIS RECORDER'S OFFICE;

BEGINNING ON THE EASTERN RIGHT OF WAY LINE OF MISSISSIPPI AVENUE (120 FOOT WIDE) AND ON THE SOUTHERN LINE OF PROPERTY NOW OR FORMERLY OF NEAR SOUTHSIDE IMPROVEMENT CORPORATION BY DEED RECORDED IN BOOK 05172004 PAGE 300 OF SAID RECORDER'S OFFICE;

THENCE ALONG SAID SOUTHERN LINE, NORTH 87 DEGREES 47 MINUTES 25 SECONDS EAST A DISTANCE OF 142.00 FEET TO THE WESTERN LINE OF AN ALLEY (15 FOOT WIDE);

THENCE LEAVING SAID SOUTHERN LINE AND ALONG SAID ALLEY, SOUTH 02 DEGREES 04 MINUTES 35 SECONDS EAST A DISTANCE OF 74.48 FEET;

THENCE LEAVING SAID ALLEY THE FOLLOWING COURSES AND DISTANCES: SOUTH 88 DEGREES 03 MINUTES 22 SECONDS WEST A DISTANCE OF 33; SOUTH 02 DEGREES 09 MINUTES 33 SECONDS EAST A DISTANCE OF 1.43 FEET; SOUTH 87 DEGREES 36 MINUTES 45 SECONDS WEST A DISTANCE OF 108.67 FEET TO SAID EASTERN RIGHT OF WAY LINE OF MISSISSIPPOPI AVENUE;

THENCE ALONG SAID EASTERN RIGHT OF WAY LINE, NORTH 02 DEGREES 04 MINUTES 35 SECONDS WEST A DISTANCE OF 76.09 FEET TO THE POINT OF BEGINNING;

THE ABOVE DESCRIBED TRACT OF LAND CONTAINING 10,730 SQUARE FEET IS BASED UPON AN ACTUAL BOUNDARY SURVEY COMPLETED BY COLE AND ASSOCIATES, INC. DURING THE MONTH OF JULY 2007, AND IS SUBJECT TO ALL EASEMENTS, RESTRICTIONS, RESERVATIONS, AND CONDITIONS OF RECORD, IT ANY.

A TRACT OF LAND BEING PART OF LOTS 1 AND 2 OF AMENDED PLAT OF P.M. DILLON'S ADDITION AND IN BLOCK 1809 OF THE CITY OF ST. LOUIS, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING ON THE NORTHERN LINE OF LOT B OF MISSISSIPPI AVENUE SUBDIVISION, BY THE PLAT RECORDED IN BOOK 03212007 PAGE 0192 OF THE ST. LOUIS CITY'S RECORD'S AND ON THE EASTERN RIGHT OF WAY LINE OF MISSISSIPPI AVENUE (120 FOOT WIDE);

THENCE ALONG SAID EASTERN RIGHT OF WAY LINE, NORTH 02 DEGREES 04 MINUTES 35 SECONDS WEST A DISTANCE OF 71.06 FEET TO THE SOUTHERN RIGHT OF WAY LINE OF PARK AVENUE (80 FOOT WIDE);

THENCE ALONG SAID SOUTHERN RIGHT OF WAY LINE, SOUTH 81 DEGREES 00

MINUTES 12 SECONDS EAST, A DISTANCE OF 144.69 FEET TO THE WESTERN RIGHT OF WAY LINE OF AN ALLEY (15 FOOT WIDE);

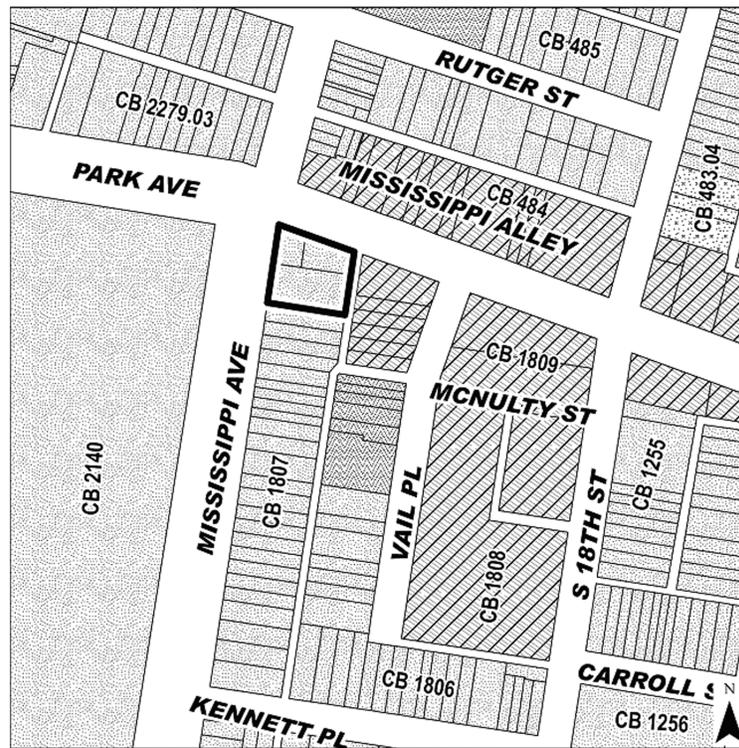
THENCE ALONG SAID WESTERN RIGHT OF WAY LINE, SOUTH 02 DEGREES 04 MINUTES 35 SECONDS EAST, DISTANCE OF 42.94 FEET TO SAID NORTHERN LINE OF LOT B;

THENCE ALONG SAID NORTHERN LINE, SOUTH 87 DEGREES 47 MINUTES 25 SECONDS WEST, A DISTANCE OF 142.00 FEET TO THE POINT OF BEGINNING;

THE ABOVE DESCRIBED TRACT OF LAND CONTAINING 8,094 SQUARE FEET IS BASED UPON AN ACTUAL BOUNDARY SURVEY COMPLETED BY COLE AND ASSOCIATES, INC. DURING THE MONTH OF JULY 2007, AND IS SUBJECT TO ALL EASEMENTS, RESTRICTIONS, RESERVATIONS AND CONDITIONS OF RECORD, IF ANY.

SECTION 2. This ordinance being necessary for the preservation of the health, safety and welfare shall take effect and be in full force immediately upon approval by the Mayor of the City of St. Louis.

EXHIBIT A



| | | |
|---------------------------------|-------------------------------|--|
| Current Zone | | Planning Area |
| A Single-Family Dwelling Dist | G Local Commercial District | Rezoning from "B" to "G" |
| B Two-Family Dwelling Dist | H Area Commercial District | |
| C Multiple-Family Dwelling Dist | I Central Business District | PDA-061-08-REZ |
| D Multiple-Family Dwelling Dist | J Industrial District | |
| E Multiple-Family Dwelling Dist | K Unrestricted District | CITY OF ST. LOUIS PLANNING & URBAN DESIGN AGENCY FRANCIS G. SLYE, Mayor |
| F Neighborhood Commercial Dist | L Jefferson Memorial District | |

Approved: July 11, 2008

**ORDINANCE #68048
Board Bill No. 88**

An Ordinance recommended by the Planning Commission on May 7, 2008, to change the zoning of property as indicated on the District Map, from “F” Neighborhood Commercial District to the “J” Industrial District, in City Block 4398 (840-80 E. Taylor), so as to include the described parcel of land in City Block 4398; and containing an emergency clause.

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

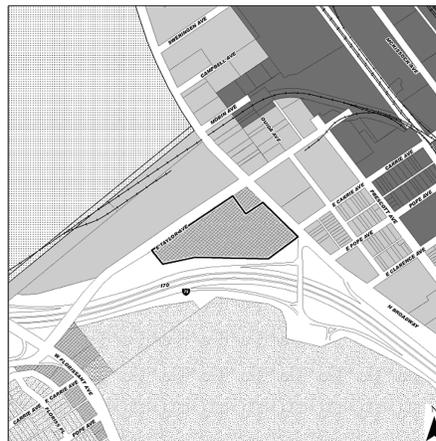
SECTION ONE. The zoning designation of certain real property located in City Block 4398 is hereby changed to the “J” Industrial District, real property being particularly described as follows:

A parcel of land in Biddle’s Estate Subdivision, and in City Block 4398 of the city of St. Louis, consisting of all of Lot 2 and part of Lots 1,3 and 4 of said subdivision, and more particularly described as:

Commencing at the Southeast corner of Lot 2, which is the intersection of the Northwestern line of Carrie Avenue, 30 feet wide and the Southwestern line of North Broadway 1087 feet wide; thence Southwesterly along the Northwest line of Carrie Avenue 411.96 feet to a point; thence in a straight line, in a Westerly direction, to a point, (the said point being exactly 221 feet southeast of the Southeastern line of East Taylor Avenue, as measured along a line at right angles to said East Taylor Avenue and exactly 280 feet Northeast of the West corner of Lot No. 4, as measured along said Southeastern line of East Taylor Avenue); thence generally Westerly along a straight line to a point on the Southwestern line of said Lot 4, (said point being determined by the prolongation of the aforesaid straight line Westwardly to its intersection with the centerline of an unimproved former street, paralleling the aforesaid Southwestern line of Lot 4, and which intersection with said centerline is exactly 122 feet Southeast of the aforesaid Southeastern line of East Taylor Avenue, as measured along said centerline); thence Northwest along said southwestern line of Lot 4 to its intersection with the Southeastern line of East Taylor Avenue; thence Northeastwardly along said Southeastern line of East Taylor Avenue 986.00 feet more or less to a point; thence leaving said Taylor Avenue in a Southeasterly direction a distance of 178.28 feet to a point; thence Northeastwardly on a line parallel to the Southeast line of Taylor Avenue a distance of 114.11 feet to the Southwest line of North Broadway; thence Southwardly along North Broadway 364.38 feet more or less to the point of beginning.

SECTION 2. This ordinance being necessary for the preservation of the health, safety and welfare shall take effect and be in full force immediately upon approval by the Mayor of the City of St. Louis.

EXHIBIT A



| | | |
|---------------------------------|-------------------------------|--------------------------|
| Current Zone | | Rezoning Area |
| A Single-Family Dwelling Dist | G Local Commercial District | Rezoning from "F" to "J" |
| B Two-Family Dwelling Dist | H Area Commercial District | PDA-064-08-REZ |
| C Multiple-Family Dwelling Dist | I Central Business District | |
| D Multiple-Family Dwelling Dist | J Industrial District | |
| E Multiple-Family Dwelling Dist | K Unrestricted District | |
| F Neighborhood Commercial Dist | L Jefferson Memorial District | |

Approved: July 11, 2008



ORDINANCE #68049
Board Bill No. 102
Committee Substitute

An Ordinance directing the Director of Streets to temporarily close, barricade, or otherwise impede the flow of traffic on Penrose Street at the east curb line of Dryden Avenue and containing an emergency clause.

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

SECTION ONE. The Director of Streets is hereby authorized to temporarily close, barricade, or otherwise impede the flow of traffic on Penrose Street at the east curb line of Dryden Avenue for a period of six months beginning the effective date of the passage of this ordinance.

SECTION TWO: EMERGENCY CLAUSE: This being an Ordinance for the preservation of public peace, health, and safety, it is hereby declared to be an emergency 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.

Approved: July 11, 2008

ORDINANCE #68050
Board Bill No. 109

An Ordinance recommended by the Planning Commission on June 4, 2008, to change the zoning of property as indicated on the District Map, from "C" Multiple-Family Dwelling District to the "G" Local Commercial and Office District, in City Block 1858 (3115-17, 3119, 3121, 3123, 3125-27, 3133-35, 3137-45, 3147 & 3149 Evans Avenue and 1454, 1456, 1458, 1458R, 1460-62 & 1462R Francis Street), so as to include the described parcels of land in City Block 1858; and containing an emergency clause.

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

SECTION ONE. The zoning designation of certain real property located in City Block 1858 is hereby changed to the "G" Local Commercial and Office District, real property being particularly described and shown in Exhibit A as follows:

A tract of land situated in the City of St. Louis, and the State of Missouri, lying in part of City Block 1858 and being all of Lots 19 through 25 of the "Subdivision of the Residence Grounds and Adjacent Property of Wm. Glasgow, Jr.", a subdivision filed for record in Plat Book O page 24 of the land records of said City of St. Louis, Missouri; all of Lots 4, 5, and 9 through 12, Block 2, of 'Easton's Addition', a subdivision filed for record in Plat Book 6 page 87 of said land records of the City of St. Louis, all of Lots 22, 23, and 24 of the partition between Rufus F. Anderson and Wm. E. Anderson, etal, in City Block No. 1858, a plat thereof is attached to the Commissioner's Report of record in Book 357 page 261 of said land records of the City of St. Louis; all of Lots 13, 14, and 15 of the "Plat of the Subdivision of the Eastern Portion of Block No. 1 of Easton's Subdivision", a subdivision filed for record in Plat Book 7 page 55 of said land records of the City of St. Louis; all the land lying Southwest of the Southwest line of said Lots 24 and 25 of the of Wm. Glasgow, Jr. Subdivision, lying North of the 15 foot wide East-West Alley in said City Block 1858, and lying Southeastern of the right-of-way of Francois Street, 60 feet wide; part of said 15 foot wide East-West Alley; part of the 15 foot wide North-South Alley in said City Block 1858; and part of the 20 foot wide East-West Alley in said City Block 1858; and being more particularly described as follows:

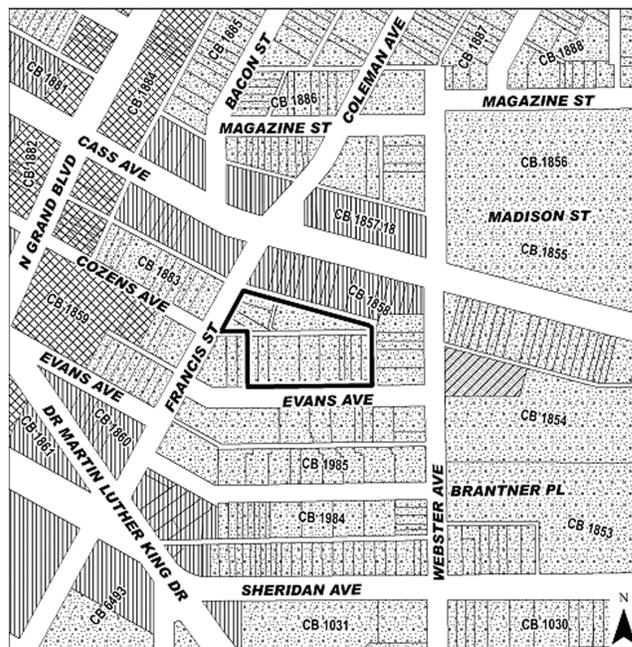
COMMENCING at the intersection of the Eastern right-of-way of said Francis Street, 60 feet wide and the Southern right-of-way line of Cass Avenue, 80 feet wide, said intersection being the Northernmost corner of said City Block 1858; thence along said Southern right-of-way line, South 75 degrees 21 minutes 41 seconds East a distance of 459.17 feet to the intersection of said Southern right-of-way line and the West right-of-way line of Webster Avenue, 60 feet wide, said intersection being the Northeast corner of said City Block 1858; thence leaving said Southern right-of-way line along said West right-of-way line, South 00 degrees 40 minutes 05 seconds East a distance of 75.83 feet to the Southeast corner of said Lot 18 of the Wm. Glasgow, Jr. Subdivision; thence leaving said West right-of-way line along the South line of said Lots 15 through 18 of the Wm. Glasgow, Jr. Subdivision, South 89 degrees 37 minutes 58 seconds West a distance of 124.25 feet to the Southwest corner of said Lot 15, said Southwest corner being on the Eastern line of said Lot 14 of the Wm. Glasgow, Jr. Subdivision; thence leaving said South line along said Eastern line of Lot 14, South 14 degrees 38 minutes 19 seconds West a distance of 14.69 feet to the Southernmost corner of said Lot 14, said Southernmost

corner of Lot 14 being on the Northern right-of-way line of said 20 foot wide East-West Alley, and said Southernmost corner being the TRUE POINT OF BEGINNING of the tract herein described; thence leaving said Eastern line of Lot 14, South 60 degrees 26 minutes 31 seconds West a distance of 14.34 feet to the intersection of the centerline of said 20 foot wide East-West Alley and the centerline of said 15 foot wide North-South Alley; thence along said centerline of the North-South Alley, South 00 degrees 26 minutes 00 seconds East a distance of 179.54 feet to the intersection of said centerline of the North-South Alley and the North right-of-way line of Evans Street (Formerly Vineyard Street), 60 feet wide; thence leaving said centerline along said North right-of-way line, South 89 degrees 34 minutes 00 seconds West a distance of 363.16 feet to the Southeast corner of Lot 3 of said Easton's Addition; thence leaving said North right-of-way line along the common line and the Northerly prolongation thereof between said Lot 3 and said Lot 4 of Easton's Addition, North 00 degrees 26 minutes 00 seconds West a distance of 150.00 feet to the intersection of said Northerly prolongation and the centerline of said 15 foot wide East-West Alley; thence along said centerline of the East-West Alley, South 89 degrees 34 minutes 00 seconds West a distance of 78.77 feet to the intersection of said centerline of the East-West Alley and said Eastern right-of-way line of Francois Street; thence along said Eastern right-of-way line of Francois Street, North 29 degrees 01 minutes 46 seconds East a distance of 158.41 feet to the intersection of said Eastern right-of-way line of Francois Street and said Northern right-of-way line of the 20 foot wide East-West Alley; thence along said Northern right-of-way line of the 20 foot wide East-West Alley, South 75 degrees 21 minutes 41 seconds E a distance of 389.96 feet the point of beginning.

Containing 2.118 Acres (92,275 Square Feet), according to survey by Grimes Consulting, Inc., Dated January, 2008.

SECTION 2. This ordinance being necessary for the preservation of the health, safety and welfare shall take effect and be in full force immediately upon approval by the Mayor of the City of St. Louis.

EXHIBIT A



| | | |
|---------------------------------|-------------------------------|---|
| Current Zone | | Planning Area |
| A Single-Family Dwelling Dist | G Local Commercial District | Rezoning from "C" to "G" |
| B Two-Family Dwelling Dist | H Area Commercial District | |
| C Multiple-Family Dwelling Dist | I Central Business District | PDA-066-08-REZ |
| D Multiple-Family Dwelling Dist | J Industrial District | |
| E Multiple-Family Dwelling Dist | K Unrestricted District | CITY OF ST. LOUIS PLANNING & URBAN DESIGN AGENCY PLANNING IS OUR MISSION |
| F Neighborhood Commercial Dist | L Jefferson Memorial District | |

Approved: July 11, 2008

**ORDINANCE #68051
Board Bill No. 110**

An Ordinance recommended by the Planning Commission on June 4, 2008, to change the zoning of property as indicated on the District Map, from “B” Two-Family Dwelling District to the “J” Industrial District, in City Block 3965 (4234, 4235, 4238 & 4240 Papin), so as to include the described parcels of land in City Block 3965; and containing an emergency clause.

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

SECTION ONE. The zoning designation of certain real property located in City Block 3965 is hereby changed to the “B” Two-Family Dwelling District, real property being particularly described and shown in Exhibit A as follows:

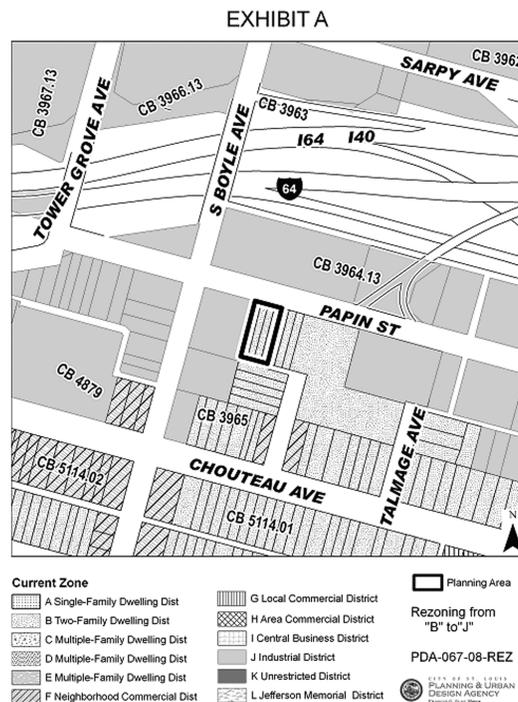
4234 Papin. The Western 5 feet of Lot 43 and the Eastern 15 feet of Lot 44 of Lucas Subdivision of Cul de Sac Fields and being in Block 3965 of the City of St. Louis, Missouri, fronting 20 feet on the South line of Papin Street by a depth Southwardly between parallel lines of 150 feet, to an alley 10 feet wide; bounded North by Papin Street, East by the Western part of Lot 44.

4236 Papin. Part of Lots 44 and 45 of Lucas Subdivision and in Block 3965 of the City of St. Louis, fronting 20 feet on the South line of Papin Street by a depth Southwardly of 150 feet to an alley.

4238 Papin. The Western 15 feet of Lot 45 and the Eastern 5 feet of Lot 46 of Lucas Subdivision and in Block 3965 of the City of St. Louis, having as aggregate front of 20 feet on the South line of Papin Street by a depth Southwardly of 150 feet to an alley.

4240 Papin. The Western 20 feet of Lot 46 of Lucas Subdivision in Cul de Sac Common Fields, and in Block 3965 of the City of St. Louis, fronting 20 feet on the South line of Papin Street by a depth Southwardly of 150 feet more or less to an alley, commonly known as 4240 Papin Street.

SECTION 2. This ordinance being necessary for the preservation of the health, safety and welfare shall take effect and be in full force immediately upon approval by the Mayor of the City of St. Louis.



Approved: July 11, 2008

ORDINANCE #68052
Board Bill No. 126
Committee Substitute

An ordinance repealing Section Three of Ordinance 67917 pertaining to the issuance of any package or drink liquor licenses for premises within the boundaries of the Tenth Ward Liquor Control District and in lieu thereof containing an exception allowing, during the moratorium period, for the transfer of existing licenses, under certain circumstances, the issuance of a drink license to persons operating a restaurant at a previously non-licensed premises, and allowing package liquor at two locations; and containing an emergency clause

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

SECTION ONE. Section Three of Ordinance 67917 is hereby repealed and in lieu thereof a new section is enacted to read as follows:

SECTION THREE. Notwithstanding the provisions of Section Two of this Ordinance, the Excise Commissioner shall have authority to:

- (1) Approve transfer of an existing license to another premises within the petition circle of the currently licensed premises, pursuant to the provisions of subsection (B) of section 14.06.330 of Ordinance 61289; and
- (2) Issue a drink license for a premises, not licensed as of the effective date of this Ordinance, which currently is or will be, upon opening, operated as a restaurant, as such term is defined in section 14.01.390 of Ordinance 61289.
- (3) Issue a package license for any premises within the following area: Beginning at the west curb line of South Kingshighway at the intersection of South Kingshighway and Oleatha Avenue, thence north along South Kingshighway to its intersection with Fyler Avenue; thence east to the east curb line of South Kingshighway at the intersection of South Kingshighway and Fyler Avenue; thence south along South Kingshighway to its intersection with Oleatha Avenue; thence west to the point of beginning.
- (4) Issue a 22% Package License (Wine and Beer License) for any premises within the following area: Beginning at the east curb line of Morgan Ford at the intersection of Morgan Ford and Juniata Street, thence north along Morgan Ford to its intersection with Hartford Street; thence south to the point of beginning

SECTION TWO. This being an ordinance for the preservation of public peace, health and safety, it is hereby declared to be an emergency 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.

Approved: July 11, 2008

ORDINANCE #68053
Board Bill No. 127

An ordinance authorizing the Supply Commissioner to purchase certain equipment to be used by the Fire and Fire Prevention Division of the Department of Public Safety; appropriating the sum of Three Million, Seven Hundred and Four Thousand Dollars (\$3,704,000) from the proceeds of the Fire Department Fund realized from the sale of Public Safety General Obligation Bonds, Series 1999, the issuance of which was authorized by the passage of Proposition One at an election held on the 3rd day of November, 1998, pursuant to Ordinance No. 64419 approved July 28, 1998 and the sale of which was authorized by Ordinance No. 64641, approved February 24, 1999 to pay for such equipment and containing an emergency clause.

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

SECTION ONE. The Supply Commissioner, in the manner provided by the Charter, is hereby authorized and directed to purchase for use by the Fire and Fire Prevention Division of the Department of Public Safety the following equipment:

- a) Three hundred seventy five (375) - Self Contained Breathing Apparatus (SCBA) with 30 minute air tank, face piece, Kevlar strap and voice amplification
- b) Fifty (50) - Face pieces with Kevlar neck straps, Kevlar head nets and protective face piece bags
- c) Four hundred (400) – Protective bags for face pieces
- d) Six hundred seventy (670) – 30 minute 4500 psi Carbon Fiber wrapped air cylinders
- e) Twenty (20) – 60 minute 4500 psi Carbon Fiber wrapped air cylinders
- f) Ten (10) – RIT Kits to include 30 minute air cylinder, face piece, 10' air line with UAC connection, 10' supply line with second stage regulator without HUD and True North T1 RIT Bag with 250' of 9mm Kevlar rope
- g) Two (2) – High pressure breathing air compressors designed to fill SCBA and SCUBA cylinders
- h) Ten (10) - Type I ambulances on medium duty truck chassis equipped to transport and treat sick and or injured individuals

SECTION TWO. There is hereby appropriated and set apart out of the proceeds of the Fire Department Fund realized from the sale of Public Safety General Obligation Bonds, Series 1999 of the City of St. Louis, the issuance of which was authorized by the passage of Proposition One at an election held on the 3rd day of November, 1998, pursuant to Ordinance No. 64419 approved July 28, 1998 and the sale of which was authorized by Ordinance No. 64641 approved February 24, 1999, the amount of Three Million, Seven Hundred and Four Thousand Dollars (\$3,704,000) to pay for the items listed in a) through h) in Section One above. Transfers of appropriations between cost centers established in Section Three may be made if such transfers are not more than Two Hundred Fifty Thousand Dollars (\$250,000) per occurrence and are approved by the Budget Director and the Comptroller. Transfers of appropriations between cost centers which are greater than Two Hundred Fifty Thousand Dollars (\$250,000) per occurrence must be approved by the Board of Estimate and Apportionment.

SECTION THREE. The Comptroller is authorized and directed to establish necessary and customary accounting procedures to provide assurance that funds appropriated in Section Two above are properly accounted for on the books of the City including the establishment of cost centers and amounts as shown following:

| Cost Center | Description | Amount |
|-------------|----------------------------|-------------|
| 6110055 | SCBA and related equipment | \$2,154,000 |
| 6110050 | Ambulances | \$1,550,000 |

SECTION FOUR. All contracts for the purchase of goods or services pursuant to this ordinance shall be approved by the Board of Estimate and Apportionment prior to being executed.

SECTION FIVE. Emergency Clause. This being an ordinance providing for public work improvements, and for the immediate preservation of Public Safety, an emergency is hereby declared to exist 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.

Approved: July 11, 2008

**ORDINANCE #68054
Board Bill No. 134**

An ordinance recommended by the Board of Estimate and Apportionment, amending Ordinance No. 67305 authorizing and directing the issuance and delivery of not to exceed \$1,400,000 plus issuance costs principal amount of revenue notes (City Block 1859 Grand Avenue/Cozens/Evans Area Redevelopment Project), of the City of St. Louis, Missouri; prescribing the form and details of such notes and the covenants and agreements made by the City to facilitate and protect the payment thereof; prescribing other matters relating thereto, and containing a severability clause and an emergency clause.

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

and

WHEREAS, the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 through 99.865, Revised Statutes of Missouri, (the “TIF Act” or “Act”), authorizes the City to undertake redevelopment projects within designated areas of the City; and

WHEREAS, staff and consultants of the City and an affiliate of Page Partners II, LLC a Missouri limited liability company (the “Developer”), prepared a plan for redevelopment titled “City Block 1859 Grand Avenue/Cozens/Evans Area Redevelopment Plan” dated April 21, 2006, with amendments, if any, and as may be amended from time to time (the “Redevelopment Plan”), with respect to an area located generally at the intersection of Grand Boulevard, Cozens Avenue, Evans Avenue and Dr. Martin Luther King Drive in the City of St. Louis (collectively, the “Redevelopment Area” or “Area”), which Redevelopment Area is more fully and particularly described in the Redevelopment Plan, such legal description being attached hereto and incorporated herein as **Exhibit A**; and

WHEREAS, on June 14, 2006, the TIF Commission found that completion of Redevelopment Project (as hereinafter defined) would provide a substantial and significant public benefit through the elimination of blighting conditions, the strengthening of the employment and economic base of the City, increased property values and tax revenues, stabilization of the Redevelopment Area, facilitation of the economic stability of the City as a whole, and further found that without the assistance of tax increment financing in accordance with the TIF Act, the Redevelopment Project is not financially feasible and would not otherwise be completed; and

WHEREAS, after due consideration of the TIF Commission’s recommendations and approval by the Board of Aldermen, the Mayor signed: (1) Ordinance No. 67301 [Board Bill No. 152] designating the Redevelopment Area as a “redevelopment area” as provided in the TIF Act, approving the Redevelopment Plan, and approving the redevelopment project described in the Redevelopment Plan (the “Redevelopment Project”), adopting tax increment allocation financing within the Redevelopment Area, and establishing the Special Allocation Fund; and (2) Ordinance No. 67304 [Board Bill No. 237] authorizing the City to enter into a redevelopment agreement with Developer with respect to the Redevelopment Project (the “Redevelopment Agreement); and (3) Ordinance No. 67305 [Board Bill No. 238] authorizing the issuance and delivery of certain tax increment revenue notes; and

WHEREAS, pursuant to the Redevelopment Plan and Redevelopment Agreement, the City proposes to finance a portion of the costs of Redevelopment Project by utilizing tax increment allocation financing in accordance with the TIF Act; and

WHEREAS, the City desires to amend and restate Ordinance No. 67305 with respect to the issuance of tax increment revenue notes by the City with respect to the Redevelopment Project;

WHEREAS, the City desires to issue, from time to time, its Revenue Notes (City Block 1859 Grand Avenue/Cozens/Evans Area Redevelopment Project) (the “Project Notes” or “Notes”), to provide funds for the aforesaid purpose, said Notes being payable solely from certain proceeds deposited into the Special Allocation Fund; and

WHEREAS, the monies in the Special Allocation Fund shall consist in part of, but not be limited to, proceeds from a sales tax of one percent (1%) imposed by the Cozens/MLK/Grand Community Improvement District, a community improvement district and political subdivision of the State of Missouri formed pursuant to Ordinance No. 67435 of the City and Sections 67.1401 to 67.1571 RSMo.; and

WHEREAS, the City has determined that it is in the best interest of the City to sell the Notes from time to time at a private sale, without advertisement, to the Original Purchaser (as hereinafter) at a price equal to 100% of their face value; and

WHEREAS, it is hereby found and determined that it is necessary and advisable and in the best interest of the City and of its inhabitants that the Notes be issued and secured in the form and manner as hereinafter provided to carry out the Redevelopment Project.

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

SECTION ONE. Any Project Notes issued pursuant to this Ordinance shall conform to the following terms and conditions.

ARTICLE I. DEFINITIONS

Section 1.1 Definitions of Words and Terms. In addition to the words and terms defined elsewhere in this ordinance (the “Ordinance”), the following capitalized words and terms, as used in this Ordinance, shall have the following meanings:

“Act” or “TIF Act” means the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 through 99.865 of the Revised Statutes of Missouri.

“Approved Investors” means (a) the Developer or a Related Entity, (b) an “accredited investor” under Rule 501(a) of Regulation D promulgated under the Securities Act of 1933, (c) a “qualified institutional buyer” under Rule 144A promulgated under the Securities Act of 1933 or (d) any general business company or enterprise with total assets in excess of \$50,000,000.

“Approving Ordinance” means Ordinance No. 67301 [Board Bill No. 152] signed by the Mayor on November 11, 2006, designating the Redevelopment Area, approving the Redevelopment Plan, approving the Redevelopment Project, making certain findings with respect thereto, adopting tax increment financing within the Redevelopment Area, establishing the Special Allocation Fund, and authorizing certain related actions by City officials.

“Authorized Denominations” means an initial amount of \$100,000 or any integral multiple of \$1,000 in excess thereof, except with respect to the Project Note issued upon acceptance by the City of the final Certificate of Reimbursable Redevelopment Project Costs, which Project Note may be issued in any denomination, subject to the limitation on the aggregate Principal Amount, subject to the limitation provided in **Section 2.1** of this Ordinance.

“Authorizing Ordinance” means Ordinance No. 67304 [Board Bill No. 237], signed by the Mayor on November 11, 2006, affirming adoption of the Redevelopment Plan, Redevelopment Area, and Redevelopment Project, authorizing execution of a Redevelopment Agreement for the construction of the Redevelopment Project and making certain findings related thereto.

“Available Revenues” means all monies on deposit from time to time (including investment earnings thereon) in (a) the PILOTS Account; (b) subject to annual appropriation, the EATS Account that have been appropriated to the repayment of Project Notes; and (c) the CID Revenue Fund of the Revenue Fund; excluding (i) any amount paid under protest until the protest is withdrawn or resolved against the taxpayer or (ii) any sum received by the City which is the subject of a suit or other claim communicated to the City which suit or claim challenges the collection of such sum.

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

“Certificate of Commencement of Construction” means a document substantially in the form of Exhibit C to the Redevelopment Agreement, delivered by the Developer to the City in accordance with the Redevelopment Agreement and evidencing commencement of construction of the Redevelopment Project.

“Certificate of Reimbursable Redevelopment Project Costs” means a document substantially in the form of Exhibit D to the Redevelopment Agreement provided by the Developer to the City in accordance with Redevelopment Agreement evidencing Reimbursable Redevelopment Project Costs incurred by the Developer.

“Certificate of Substantial Completion” means a document substantially in the form of Exhibit E to the Redevelopment Agreement, issued by the Developer to the City in accordance with the Redevelopment Agreement and evidencing the Developer’s satisfaction of all obligations and covenants to construct the Redevelopment Project in accordance with the Redevelopment Plan and the Redevelopment Agreement.

“CID” or “Community Improvement District” means the Cozens/MLK/Grand Community Improvement District, a community improvement district and political subdivision of the State of Missouri established pursuant to Ordinance No. 67435 of the City and the CID Act.

“CID Act” means Sections 67.1401 to 67.1571 RSMo. (2007), as may be amended from time to time.

“CID Project Costs” means the costs incurred by or on behalf of Developer with respect to the “Project” identified in that certain Petition to Establish the CID filed with the City (as amended and as may be further amended from time to time).

“CID Revenues” shall mean the proceeds, after deduction for costs of collection, received by the CID from the imposition of the CID Sales Tax which are not captured as EATs but pledged by the CID pursuant to the Financing Agreement, for a period of twenty (20) years from the date of the Financing Agreement, to the City for deposit in the CID Revenue Fund of the Revenue Fund of the Special Allocation Fund for the repayment of Project Notes.

“CID Sales Tax” means that certain sales and use tax of up to one percent (1%) levied upon all sales at retail within the CID pursuant to Resolution No. 2007-005 of the CID and in accordance with the CID Act.

“City” means the City of St. Louis, Missouri, a body corporate and political subdivision duly authorized and existing under its charter and the Constitution and laws of the State of Missouri.

“Debt Service Fund” means the fund by that name created in **Section 4.1** of this Ordinance.

“Debt Service Reserve Requirement” means that amount as reasonably determined by the underwriter or placement agent for the Project Notes with the reasonable concurrence of the City’s Financial Advisor.

“Developer” means Page Partners II, LLC, a limited liability company duly organized and existing under the laws of the State of Missouri, or its permitted successors or assigns in interest.

“Disclosure Counsel” means Armstrong Teasdale LLP, St. Louis, Missouri, or an attorney at law or a firm of attorneys acceptable to the City of nationally recognized standing in matters pertaining to offerings of municipal securities duly admitted to the practice of law before the highest court of any state of the United States of America or the District of Columbia.

“Economic Activity Taxes” or “EATs” shall have the meaning ascribed to such term in Section 99.805(4) of the TIF Act.

“EATs Account” means the Economic Activity Tax Account of the Special Allocation Fund.

“Finance Officer” means the Comptroller of the City or her authorized agent.

“Financing Agreement” means that certain Financing Agreement to be entered into between the City and the CID, such agreement to be in substantially the form of that attached hereto as **Exhibit D**.

“Issuance Costs” means all costs reasonably incurred by the City in furtherance of the issuance of Project Notes, including without limitation, the fees and expenses of financial advisors and consultants, the City’s attorneys (including issuer’s counsel, Disclosure Counsel, and Bond Counsel), the City’s administrative fees and expenses (including fees and costs of its planning consultants and the St. Louis Development Corporation), underwriters’ discounts and fees, if any, the costs of printing any Project Notes and any official statements relating thereto, the costs of credit enhancement, if any, capitalized interest, debt service reserves and the fees of any rating agency rating any Project Notes.

“Issuance Date” means the dated date of the Project Notes.

“Maturity Date” means December 11, 2029, which is the date that is twenty-three (23) years after the effective date of the Approving Ordinance.

“Ordinance” or “Note Ordinance” means this Ordinance as from time to time amended in accordance with the terms hereof.

“Original Purchaser” means the Developer, a Related Entity, a Qualified Institutional Buyer or a Project Lender; provided, however, that any such Related Entity or Project Lender shall also qualify as an Approved Investor and shall be designated in writing by the Developer as the Original Purchaser.

“Owner” or “Registered Owner” means, when used with respect to any Project Note, the person in whose name such Project Note is registered.

“Payment Date” means, with respect to any Project Note, each March 1 and September 1, commencing on the first March 1 or September 1 that immediately succeeds the City’s acceptance of a Certificate of Substantial Completion for the Redevelopment Project.

“Payments in Lieu of Taxes” or “PILOTS” shall have the meaning ascribed to such term in Section 99.805(10) of the TIF Act.

“PILOTS Account” means the Payments in Lieu of Taxes Account of the Special Allocation Fund.

“Project Fund” means the fund by that name created in **Section 4.1** of this Ordinance.

“Project Lender” means a commercial bank, savings bank, savings and loan association, credit union or other financial institution that has loaned funds to the Developer to be used for construction of the Redevelopment Project and has secured such loan with a mortgage or security interest in the Redevelopment Project .

“Project Notes” means one or more series of not to exceed \$1,400,000 plus Issuance Costs Revenue Notes (City Block 1859 Grand Avenue/Cozens/Evans Area Redevelopment Project), Series 200_ issued by the City pursuant to and subject to the Redevelopment Agreement and this Ordinance in substantially the form set forth in **Exhibit B**, attached hereto and incorporated herein by reference.

“Qualified Institutional Buyer” means a “qualified institutional buyer” under Rule 144A promulgated under the Securities Act of 1933.

“Redevelopment Agreement” or “Agreement” means that certain Redevelopment Agreement dated as of March 30, 2007, between the City and the Developer, as amended and as may be amended from time to time.

“Redevelopment Area” means the real property legally described and set forth on **Exhibit A**, attached hereto and incorporated herein by reference.

“Redevelopment Plan” means the plan titled “City Block 1859 Grand Avenue/Cozens/Evans Area TIF Redevelopment Plan” dated April 21, 2006, with amendments, if any, and as approved by the City pursuant to the Approving Ordinance, as such plan may from time to time be amended in accordance with the TIF Act.

“Redevelopment Project” or “City Block 1859 Grand Avenue/Cozens/Evans Area Redevelopment Project” means that certain Redevelopment Project as identified by the Redevelopment Plan and Redevelopment Agreement.

“Register” or “Note Register” means the books for registration, transfer and exchange of the Project Notes kept at the office of the Finance Officer.

“Reimbursable Redevelopment Project Costs” means those Redevelopment Project Costs for which the Developer is eligible for reimbursement in accordance with the TIF Act and in accordance with the Redevelopment Agreement.

“Related Entity” means any party or entity related to the Developer by one of the relationships described in Section 267(b), Section 707(b)(1)(A) or Section 707(b)(1)(B) of the Internal Revenue Code of 1986, as amended.

“Revenue Fund” means the fund by that name created in **Section 4.1** of this Ordinance.

“Series A Note(s)” means that series of Project Notes which are the [Taxable] [Tax-Exempt] Revenue Note(s) (City Block 1859 Grand Avenue/Cozens/Evans Area Redevelopment Project), Series 200_-A, issued pursuant to this Ordinance in an aggregate principal amount not to exceed \$1,400,000 plus Issuance Costs, in substantially the form set forth in **Exhibit B**, attached hereto and incorporated herein by reference.

“Series B Note(s)” means that series of Project Notes which are the [Taxable] [Tax-Exempt] Revenue Note (City Block 1859 Grand Avenue/Cozens/Evans Area Redevelopment Project), Series 200_-B, issued pursuant to this Ordinance in an aggregate principal amount not to exceed \$1,400,000 plus Issuance Costs, less the aggregate outstanding principal amount of the Series A Notes, in substantially the form set forth in **Exhibit B**, attached hereto and incorporated herein by reference.

“Special Allocation Fund” means the City of St. Louis, Missouri, City Block 1859 Special Allocation Fund created by Ordinance No. 67301 [Board Bill No. 152] effective on December 10, 2006 and including the accounts for the City Block 1859 Grand Avenue/Cozens/Evans Area Redevelopment Project into which TIF Revenues and other revenues are from time to time deposited in accordance with the TIF Act and the Redevelopment Agreement, including, but not limited to, a PILOTS Account and an EATS Account.

“Taxable Notes” means any Project Note, the interest on which (in the opinion of Bond Counsel), is not exempt from federal income taxation.

“Tax-Exempt Notes” means any Project Note, the interest on which (in the opinion of Bond Counsel), is exempt from federal income taxation.

“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 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.

Section 1.2 Rules of Construction. For all purposes of this Ordinance, except as otherwise expressly provided or unless the context otherwise requires:

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

Words importing the singular number shall include the plural and vice versa and words importing person shall include firms, associations and limited liability companies, including public bodies. The headings and captions herein are not a part of this document.

Terms used in an accounting context and not otherwise defined shall have the meaning ascribed to them by generally accepted principles of accounting.

Whenever an item or items are listed after the word “including,” such listing is not intended to be an exhaustive listing that excludes items not listed.

ARTICLE II. AUTHORIZATION OF PROJECT NOTES

Section 2.1 Authorization of Project Notes. There are hereby authorized and directed to be issued by the City to the Original Purchaser one or more series of the Project Notes in an aggregate principal amount not to exceed \$1,400,000 plus Issuance Costs. The Project Notes shall be in substantially the form of **Exhibit B**, attached hereto and incorporated herein by reference.

Section 2.2 Description of Project Notes.

(a) Title of Project Notes. There shall be issued one series of one or more Project Notes in an aggregate principal amount not to exceed \$1,400,000 plus Issuance Costs authorized hereunder. The Project Notes shall be designated “[Taxable]/[Tax-Exempt] Revenue Notes (City Block 1859 Grand Avenue/Cozens/Evans Area Redevelopment Project), Series 200_”. The Project Notes may have such further appropriate particular designation added to or incorporated in such title for the Project Notes of any particular series as the City may determine.

(b) Form of Project Notes. The Project Notes shall be substantially in the form set forth in **Exhibit B**, attached hereto and incorporated herein by reference, with such appropriate variations, omissions and insertions as are permitted or required by this Ordinance, and may have endorsed thereon such legends or text as may be necessary or appropriate to conform to any applicable rules and regulations of any governmental authority or any usage or requirement of law with respect thereto.

(c) Terms of Project Notes. The Project Notes shall mature (subject to redemption and payment prior to maturity as provided in Article III hereof), on the date that is twenty-three (23) years after the effective date of the Approving Ordinance, which is December 11, 2029. Each Project Note shall bear interest at a fixed rate per annum determined on the date that is not less than ten (10) and not more than sixty (60) business days prior to the scheduled closing date for issuance of the Project

Notes (the "Pricing Date") based on the municipal yield curve for general obligation bonds (the "MMD") compiled by Municipal Market Data Line ® (or its successors) and published by Thomson Financial, an operating unit of The Thomson Corporation (or its successors) using the MMD yield published as of the Issuance Date for general obligation bonds rated "AAA" that mature in the same year as the Project Notes, (i) plus four percent (4%) if the interest on such Project Note, in the opinion of Bond Counsel, is not exempt from Federal income taxation (the "Taxable Rate"), or (ii) plus two percent (2%) if the interest on such Project Note, in the opinion of Bond Counsel, is exempt from Federal income taxation (the "Tax Exempt Rate"); provided, in no event shall the interest rate on the Project Notes exceed ten percent (10%) per annum. All Project Notes shall have a stated maturity of the Maturity Date. Interest shall be computed on the basis of a 360-day year of twelve 30-day months. The Project Notes shall bear interest from their registration date or from the most recent Payment Date to which interest has been paid or duly provided for.

(d) Denominations. The Project Notes shall be issuable as fully registered Project Notes in Authorized Denominations.

(e) Numbering. Unless the City directs otherwise, each series of Project Notes shall be numbered from R-1 upward.

(f) Dating. The Project Notes shall be dated as provided in **Section 2.7**, as evidenced by the Finance Officer's signature on Schedule A to each Project Note.

(g) Evidence of Principal Payments. The payment of principal of the Project Notes on each Payment Date shall be noted on the Project Notes on **Schedule A** thereto. The original **Schedule A** to the Project Note shall be held by the Finance Officer in trust, unless otherwise directed in writing by the Owners thereof. If such **Schedule A** is held by the Finance Officer, the Finance Officer shall, on each Payment Date, send a revised copy of Schedule A via facsimile to the Owner. Absent manifest error, the amounts shown on Schedule A held by the Finance Officer shall be conclusive evidence of the principal amount paid on the Project Notes.

(h) Sale of Project Notes. When Project Notes have been executed and authenticated as required by this Ordinance, the Finance Officer shall hold the Project Notes in trust or, if directed in writing by the Owners thereof, deliver the Project Notes to or upon the order of the Owners thereof, as provided in paragraph (g) above, but only upon payment to the City of a purchase price equal to one hundred percent (100%) of the face amount of the Project Notes, which payment shall be deemed to have occurred under the circumstances described in **Section 4.5** of this Ordinance.

Section 2.3 Finance Officer to Serve as Paying Agent and Registrar. The Finance Officer or the authorized representative thereof is hereby designated as the paying agent for the payment of principal of and interest on the Project Notes and the bond registrar with respect to the registration, transfer and exchange of the Project Notes and for allocating and holding funds as provided herein.

Section 2.4 Security for Project Notes. Except as expressly set forth herein, the Project Notes shall be equally and ratably secured by Available Revenues with Series B Notes secured on a subordinate basis to the Series A Notes. The Project Notes shall be equally and ratably secured by Available Revenues except that: (i) TIF Revenues shall only be used to pay principal and interest on One Million Sixty Thousand and No/100 (\$1,060,000) of Project Notes, and that, to the extent that the City determines that TIF Revenues have been used to pay principal and interest on such amount of Project Notes, the remaining Project Notes shall only be repaid from Available Revenues other than TIF Revenues, and (ii) CID Revenues shall only be used to pay principal and interest on that principal amount of Project Notes equal to the amount of CID Project Costs, as such CID Project Costs, respectively, are reflected on the Certificates of Reimbursable Project Costs submitted by Developer to the City, or such lesser amount as the CID shall pledge. The Project Notes shall be special, limited obligations of the City payable solely from and secured as to the payment of principal and interest by a pledge of the Available Revenues. The taxing power of the City is not pledged to the payment of the Project Notes either as to principal or interest. The Project Notes shall not be or constitute a general obligation of the City, nor shall they constitute an indebtedness of the City within the meaning of any constitutional, statutory or charter provision, limitation or restriction. Project Notes may be issued in two series, with one series subordinate to Project Notes of the other series issued hereunder (the "Subordinate Notes"), such that no payment of principal of or interest on any such Subordinate Notes may be made while any Project Notes are outstanding. THE OBLIGATIONS OF THE CITY WITH RESPECT TO THE PROJECT NOTES SHALL TERMINATE ON THE FIRST TO OCCUR OF THE FULL PAYMENT AND DISCHARGE OF THE PROJECT NOTES OR THE MATURITY DATE (WHETHER OR NOT THE PRINCIPAL AMOUNT OR INTEREST HAS BEEN PAID IN FULL).

Section 2.5 Method and Place of Payment of Project Notes. The principal of and interest on the Project Notes shall be payable in any coin or currency which, on the respective dates of payment thereof, is legal tender for the payment of debts due the United States of America. Payment shall be made by the Finance Officer as provided in this Note Ordinance and as set forth in **Exhibit B**. Principal and interest shall be payable by check or draft at the office of the Finance Officer or by wire transfer to the

person in whose name such Project Note is registered on the Register on each Payment Date.

Section 2.6 Registration, Transfer and Assignment. So long as the Project Notes remain outstanding, the City shall cause to be kept at the office of the Finance Officer books for the registration, transfer and exchange of the Project Notes as herein provided. The Project Notes when issued shall be registered in the name of the Original Purchaser thereof on the Register.

The Project Notes and beneficial interest therein may only be purchased by an Original Purchaser and transferred or assigned to the Developer, a Related Entity, a Qualified Institutional Buyer or Project Lender upon the execution by each proposed purchaser, transferee or assignee of a letter in substantially the form of **Exhibit C**, attached hereto and incorporated herein by reference, stating that such Original Purchaser, transferee or assignee (i) is an Approved Investor and (ii) has sufficient knowledge and experience in business and financial matters in general, and investments such as the Project Notes in particular, to enable the Original Purchaser, transferee or assignee to evaluate the risks involved in an investment in the Project Notes. The Project Notes may be transferred and exchanged only upon the records of the City. Upon surrender of a Project Note to the Finance Officer, the Finance Officer shall transfer or exchange the Project Notes for a new Project Note or Project Notes, which shall be (i) in the form of fully registered Notes without coupons in minimum denominations of One Thousand Dollars (\$1,000), except with respect to the Project Notes issued upon acceptance by the City of the final Certificate of Reimbursable Redevelopment Project Costs, which Project Notes may be issued in any denomination, subject to the limitation on the aggregate principal amount, and (ii) of the same Maturity Date and in the same aggregate principal amount outstanding as the Project Note which was presented for transfer or exchange. The Project Notes presented for transfer or exchange shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in a form and with guarantee of signature satisfactory to the Finance Officer, duly executed by the Owner thereof or by the Owner's duly authorized agent. Upon any transfer, exchange or assignment as provided in this Section, the transferor shall reimburse the City for all of the reasonable out-of-pocket costs incurred by the City in connection with the administration of such transfer, exchange or assignment.

Section 2.7 Execution, Authentication and Delivery of the Project Notes. Each of the Project Notes, including any Project Notes issued in exchange or as substitution for the Project Notes initially delivered, shall be signed by the manual or facsimile signature of the Mayor and the Finance Officer of the City, attested by the manual or facsimile signature of the City Register, and shall have the official seal of the City affixed thereto or imprinted thereon. If any officer whose signature appears on any Project Note ceases to be such officer before the delivery of such Project Note, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such person had remained in office until delivery. Any Project Note may be signed by such persons who at the actual time of the execution of such Project Note are the proper officers to sign such Project Note although at the date of such Project Note such persons may not have been such officers.

The Mayor, Finance Officer and City Register are hereby authorized and directed to prepare and execute the Project Notes as hereinbefore specified, and when duly executed, to deliver the Project Notes to the Finance Officer for authentication.

The Project Notes shall have endorsed thereon a certificate of authentication substantially in the form set forth in **Schedule A of Exhibit B** hereto, which shall be manually executed by an authorized signatory of the Finance Officer, but it shall not be necessary that the same signatory sign the certificate of authentication on all of the Project Notes that may be issued hereunder at any one time. No Project Note shall be entitled to any security or benefit under this Ordinance or be valid or obligatory for any purpose until the certificate of authentication has been duly executed by the Finance Officer. Such executed certificate of authentication upon any Project Note shall be conclusive evidence that such Project Note has been duly authenticated and delivered under this Ordinance.

The Project Notes shall be initially executed and authenticated by the City upon the last to occur of the following: (i) acceptance or deemed acceptance of the Certificate of Substantial Completion; (ii) approval of a Certificate of Reimbursable Redevelopment Project Costs; (iii) receipt of an opinion of Bond Counsel regarding the taxable nature of the Project Notes; (iv) the full payment of all advances required to be paid under Section 2.2 of the Redevelopment Agreement; and (v) receipt of such other documentation as the City shall reasonably require of Developer and any Original Purchaser, in order for the City to obtain an opinion of Bond Counsel as required by this Section 5.1 of the Redevelopment Agreement.

Upon the Developer's satisfaction of the foregoing conditions and upon approval of each Certificate of Reimbursable Redevelopment Project Costs, the Finance Officer shall either: (i) at the request of the City upon instructions of the Developer, endorse an outstanding Project Note on Schedule A thereto to evidence an increase in the aggregate principal amount equal to such Reimbursable Redevelopment Project Costs, or (ii) at the request of the City upon instructions of the Developer issue a new Project Note in a principal amount equal to such Reimbursable Redevelopment Project Costs, or any combination thereof. Each date of endorsement of each such Project Note shall be the date of acceptance by the City of each Certificate of Reimbursable Redevelopment Project Costs except that the initial endorsement of each Project Note shall be dated the Issuance Date of such Project Note. Thereupon, pursuant to Section 2.2(h), the Project Notes shall either be held or delivered to or upon the order of the party submitting

the Certificate of Reimbursable Redevelopment Project Costs relating to such Notes. Upon acceptance by the City of such a Certificate of Reimbursable Redevelopment Project Costs in accordance with the Redevelopment Agreement and upon execution and authentication of the Project Notes as required by this Ordinance, the Developer shall be deemed to have advanced funds to the City in an amount equal to the purchase price of the Project Notes, which shall be one hundred percent (100%) of the face amount of the Project Notes, and, upon the issuance of an endorsement of the Project Notes as provided in the preceding paragraph, the City shall be deemed to have reimbursed the Developer in full for such Reimbursable Redevelopment Project Costs.

Section 2.8 Mutilated, Lost and Stolen Project Notes. If any mutilated Project Note is surrendered to the Finance Officer or the Finance Officer receives evidence to his/her satisfaction of the destruction, loss or theft of any Project Note and there is delivered to the Finance Officer such security or indemnity as may be required by it to save the City and the Finance Officer harmless, then, in the absence of notice to the Finance Officer that such Project Note has been acquired by a bona fide purchaser, the City shall execute and the Finance Officer shall register and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Project Note, a new Project Note with the same Maturity Date and of like tenor and principal amount. Upon the issuance of any new Project Note under this Section, the City and the Finance Officer may require the payment by the Owner of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses connected therewith. If any such mutilated, destroyed, lost or stolen Project Note has become or is about to become due and payable, the Finance Officer may, in its discretion, pay such Project Note instead of issuing a new Project Note.

Section 2.9 Cancellation, Discharge and Abatement of Project Notes. All Project Notes that have been paid or redeemed or that otherwise have been surrendered to the Finance Officer, either at or before the Maturity Date, shall be canceled and destroyed by the Finance Officer in accordance with existing security regulations upon the payment or redemption of such Project Note and the surrender thereof to the Finance Officer. The Finance Officer shall execute a certificate in duplicate describing the Project Notes so cancelled and destroyed, and shall file an executed counterpart of such certificate with the City.

NOTWITHSTANDING ANY PROVISION HEREIN TO THE CONTRARY, THE PROJECT NOTES ARE SUBJECT TO CANCELLATION AND DISCHARGE BY THE CITY IN WHOLE OR IN PART WITHOUT PENALTY UNDER THE CONDITIONS SET FORTH IN THE REDEVELOPMENT AGREEMENT.

ARTICLE III REDEMPTION AND PAYMENT OF PRINCIPAL AND INTEREST

Section 3.1 Optional Redemption. The Project Notes are subject to optional redemption by the City in whole at any time or in part on any Payment Date at a redemption price of 100% of the principal amount of the Project Note to be redeemed, plus accrued interest thereon to the date fixed for redemption. The Project Notes shall be called by the City for optional redemption pursuant to this Section without the necessity of any action by the City other than as provided in **Section 4.3** of this Ordinance. If only a partial redemption is to occur, then each Project Note from within a series shall be redeemed in the order of maturity designated by the City, and within any maturity the Project Notes shall be redeemed in Authorized Denominations by the City in such manner as it may determine. In the event of an optional redemption of the Notes, unless waived by any Registered Owner of Notes to be redeemed, official notice of any redemption shall be given by the Finance Officer on behalf of the City by mailing a copy of an official redemption notice by first class mail, postage prepaid, at least thirty (30) days (five days if all of the Notes are owned by the Developer) and not more than sixty (60) days prior to the date fixed for redemption, to each Registered Owner of the Notes to be redeemed at the address shown on the Note Register.

All official notices of optional redemption shall be dated and shall contain the following information: (a) the redemption date; (b) the redemption price; (c) if less than all outstanding Notes are to be redeemed, the identification number and maturity date(s) (and, in the case of partial redemption of any Notes, the respective principal amounts) of the Notes to be redeemed; (d) a statement that on the redemption date the redemption price will become due and payable upon each Note or portion thereof called for redemption and that interest thereon shall cease to accrue from and after the redemption date; and (e) the place where such Notes are to be surrendered for payment of the redemption price, which shall be the office of the Finance Officer. The failure of any Registered Owner to receive notice given as heretofore provided or an immaterial defect therein shall not invalidate any redemption.

Section 3.2 Special Mandatory Redemption. All Project Notes are subject to special mandatory redemption by the City on each Payment Date, at a redemption price equal to 100% of the principal amount being redeemed, together with accrued interest thereon to the date fixed for redemption, which amount of principal being redeemed shall be an amount equal to Available Revenues then on deposit in the applicable account of the Special Allocation Fund and which will not be required for the payment of interest on such Payment Date.

In the event of a special mandatory redemption of any Notes with a Registered Owner other than Developer or a Related Entity, unless waived by such Registered Owner of Notes to be redeemed, official notice of any redemption shall be given by the

Finance Officer on behalf of the City by mailing a copy of an official redemption notice by first class mail, postage prepaid, at least thirty (30) days and not more than sixty (60) days prior to the date fixed for redemption, to each Registered Owner other than Developer or a Related Entity of the Notes to be redeemed at the address shown on the Note Register.

Section 3.3 Selection of Notes to be Redeemed. Project Notes shall be redeemed only in Authorized Denominations. When less than all of the outstanding Project Notes are to be redeemed and paid prior to maturity, such Project Notes or portions of Project Notes from within the same series to be redeemed shall be selected in Authorized Denominations by the Finance Officer in such equitable manner as it may determine. In the case of a partial redemption of Project Notes from within the same series when Project Notes of denominations greater than the minimum Authorized Denomination are then outstanding, then for all purposes in connection with such redemption each Authorized Denomination unit of face value shall be treated as though it was a separate Project Note of the denomination of the minimum Authorized Denomination.

Section 3.4 Notice and Effect of Call for Redemption. In the event of any optional or special mandatory redemption of the Notes, unless waived by any Registered Owner of Notes to be redeemed, official notice of any redemption shall be given by the Finance Officer on behalf of the City by mailing a copy of an official redemption notice by first class mail to each Registered Owner of the Notes to be redeemed at the address shown on the Note Register.

All official notices of redemption shall be dated and shall contain the following information:

- (a) the redemption date;
- (b) the redemption price;
- (c) if less than all outstanding Notes are to be redeemed, the identification (and, in the case of partial redemption of any Notes, the respective principal amounts) of the Notes to be redeemed;
- (d) a statement that on the redemption date the redemption price will become due and payable upon each Note or portion thereof called for redemption and that interest thereon shall cease to accrue from and after the redemption date; and
- (e) the place where such Notes are to be surrendered for payment of the redemption price, which shall be the office of the Finance Officer.

The failure of any Registered Owner to receive notice given as heretofore provided or an immaterial defect therein shall not invalidate any redemption. All Notes that have been redeemed shall be cancelled and destroyed by the Finance Officer as provided herein and shall not be reissued.

ARTICLE IV FUNDS AND REVENUES

Section 4.1 Creation of Funds and Accounts. There are hereby created or ratified and ordered to be established in the treasury of the City the Special Allocation Fund into which all TIF Revenues and CID Revenues shall be deposited, and within it the following separate funds and accounts:

- (a) PILOTS Account;
- (b) an EATS Account;
- (c) a Revenue Fund and, within it, (i) a PILOTs Account; (ii) an EATs Account; and (iii) a CID Revenue Fund; into which all Available Revenues shall be deposited;
- (d) a Debt Service Fund, and, within it, (i) a Series A Account; and (ii) a Series B Account;
- (e) a Debt Service Reserve Fund, if established on the Issuance Date; and
- (f) a Project Fund.

Section 4.2 Administration of Funds and Accounts. The Special Allocation Fund and the funds and accounts established therein shall be maintained in the treasury of the City and administered by the City solely for the purposes and in the manner as provided in the Act, this Ordinance, the Approving Ordinance, and the Authorizing Ordinance so long as any Project Notes

remain outstanding hereunder.

Section 4.3 Revenue Fund.

(a) Available Revenues shall be applied, except as limited herein, first from the CID Revenue Fund of the Revenue Fund, second from the EATs Account of the Revenue Fund, and third from the PILOTs Account of the Revenue Fund, for the purposes and in the amounts as follows:

First, to payment of arbitrage rebate, if any, owed with respect to the Project Notes under Section 148 of the Internal Revenue Code of 1986, as amended, including any costs of calculating arbitrage rebate;

Second, to the Finance Officer of the City and the St. Louis Development Corporation (which monies shall be paid one half to the Finance Officer and one half to the St. Louis Development Corporation), 0.2% of the Notes outstanding on each Payment Date, plus any accumulated deficiency from previous years, plus an amount sufficient to pay all or any portion of the fees and expenses incurred by the City pursuant to Section 7.15 of the Agreement that have not otherwise been reimbursed to the City through the issuance of Project Notes;

Third, to Series A Account of the Debt Service Fund, an amount sufficient to pay all or any portion of the past due interest owing as a result of prior deficiencies of moneys to pay interest due on any Series A Notes on each Payment Date;

Fourth, to the Series A Account of the Debt Service Fund, an amount sufficient to pay all or any portion of the accrued interest becoming due and payable on any Series A Notes on each Payment Date;

Fifth, to the Series A Account of the Debt Service Fund, an amount sufficient to pay the interest on the Series A Notes on the next succeeding Payment Date;

Sixth, for transfer to the Debt Service Reserve Fund, if established, such amount as may be required to restore any deficiency in the Debt Service Reserve Fund if the amount on deposit in the Debt Service Reserve Fund is less than the Debt Service Reserve Requirement, if any established pursuant to the Note Ordinance;

Seventh, to the Series A Account of the Debt Service Fund, an amount sufficient to pay the principal of any Series A Notes that are subject to redemption pursuant to the Note Ordinance on each Payment Date;

Eighth, if no Series A Notes are outstanding, to the Series B Account of the Debt Service Fund, an amount sufficient to pay all or any portion of the past due interest owing as a result of prior deficiencies of moneys to pay interest due on the Series B Note on each Payment Date;

Ninth, if no Series A Notes are outstanding, to the Series B Account of the Debt Service Fund, an amount sufficient to pay all or any portion of the accrued interest becoming due and payable on any Series B Note on each Payment Date;

Tenth, if no Series A Notes are outstanding, to the Series B Account of the Debt Service Fund, an amount sufficient to pay the interest on the Series B Notes on the next succeeding Payment Date;

Eleventh, if no Series A Notes are outstanding, to the Series B Account of the Debt Service Fund, an amount sufficient to pay the principal of any Series B Note that is subject to redemption pursuant to this Note Ordinance on each Payment Date; and *Twelfth*, all other remaining money in the PILOTs Account and the EATs Account of the Special Allocation Fund shall annually be declared as surplus and distributed in the manner provided in the TIF Act, as applicable.

If monies available in the Special Allocation Fund are insufficient to reimburse the City as provided above on any Payment Date, then the unpaid portion shall be carried forward to the next Payment Date, with interest thereon at the same rate as the Project Notes.

(b) Upon the payment in full of the principal of and interest on all Project Notes (or provision has been made for the payment thereof as specified in the Note Ordinance), payment in full of the fees and expenses of the Finance Officer and the St. Louis Development Corporation, and payment in full of any other amounts required to be paid under this Ordinance, all amounts remaining on deposit in the Revenue Fund shall be declared as surplus and distributed in the manner provided in the Act.

Section 4.4 Debt Service Fund.

(a) All amounts paid and credited to the Debt Service Fund shall be expended solely for (i) the payment

of the principal of and interest on the Project Notes as the same mature and become due or upon the redemption thereof, said Project Notes all being subject to special mandatory redemption thereof, or (ii) to purchase Notes for cancellation prior to maturity.

(b) The City hereby authorizes and directs the Finance Officer to withdraw sufficient moneys from the Debt Service Fund to pay the principal of and interest on the Project Notes as the same become due and payable, and to make said moneys so withdrawn available for the purpose of paying said principal of and interest on the Project Notes.

(c) After payment in full of the principal of and interest on the Project Notes (or provision has been made for the payment thereof as specified in this Ordinance), payment of the fees and expenses of the Finance Officer, and payment of any other amounts required to be paid under this Ordinance, all amounts remaining in the Debt Service Fund shall be declared as surplus and distributed in the manner provided in the Act.

Section 4.5 Project Fund. Upon acceptance by the City of a Certificate of Reimbursable Redevelopment Project Costs and the issuance or endorsement of a Project Note pursuant to **Section 2.7** of this Ordinance, the Developer shall be deemed to have advanced funds necessary to purchase such Project Note and the City shall be deemed to have deposited such funds in the Project Fund and shall be deemed to have reimbursed the Developer or paid for in full for such costs from the amounts deemed to be on deposit in the Project Fund.

Section 4.6 Debt Service Reserve Fund. Except as herein otherwise provided, funds on deposit in the Debt Service Reserve Fund shall be used and applied by the Finance Officer solely to prevent a default in the event moneys on deposit in the Debt Service Fund shall be insufficient to pay the principal of and interest on the Project Notes as the same become due. The Finance Officer may disburse and expend moneys from the Debt Service Reserve Fund whether or not the amount therein equals the Debt Service Reserve Requirement. Moneys on deposit in the Debt Service Reserve Fund may be used to pay Project Notes called for redemption or to purchase Project Notes in the open market, prior to the Maturity Date, provided all Notes at the time outstanding are called for redemption or purchased and sufficient funds are available. Moneys on deposit in the Debt Service Reserve Fund shall be used to pay and retire the Project Notes last becoming due, unless such Notes and all interest thereon are otherwise paid.

So long as the sum on deposit in the Debt Service Reserve Fund shall aggregate an amount equal to the Debt Service Reserve Requirement, investment earnings on funds on deposit in the Debt Service Reserve Fund shall be deposited into the Debt Service Fund. If the sum on deposit in the Debt Service Reserve Fund shall be less than the Debt Service Reserve Requirement, investment earnings on funds in the Debt Service Reserve Fund shall remain therein and be applied to reducing such deficiency.

So long as the sum on deposit in the Debt Service Reserve Fund shall aggregate an amount equal to the Debt Service Reserve Requirement on each Payment Date, no further deposits to said Debt Service Reserve Fund shall be required. Investments and moneys in the Debt Service Reserve Fund shall be valued at the market value thereof, exclusive of accrued interest, by the Finance Officer on and the amount on deposit therein determined accordingly.

After payment in full of the principal of, premium, if any, and interest on the Notes (or provision has been made for the payment thereof as specified in the Ordinance), the fees, charges and expenses of the Finance Officer and any Paying Agent and any other amounts required to be paid under the Ordinance or any other instrument entered into with respect to the Notes, all amounts remaining in the Debt Service Reserve Fund shall be paid to the City.

Section 4.7 Nonpresentment of Notes. If any Project Note is not presented for payment when the principal thereof becomes due at stated maturity or prior redemption date, if funds sufficient to pay such Project Note have been made available to the Finance Officer, all liability of the City to the Registered Owner thereof for the payment of such Project Note shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Finance Officer to hold such funds, without liability for interest thereon, for the benefit of the Registered Owner of such Project Note, who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Ordinance or on, or with respect to, said Project Note. If any Project Note is not presented for payment within five (5) years following the date when such Project Note becomes due at maturity, the Finance Officer shall repay to the City the funds theretofore held by it for payment of such Project Note, and such Project Note shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the City, and the Registered Owner thereof shall be entitled to look only to the City for payment, and then only to the extent of the amount so repaid to it by the Finance Officer, and the City shall not be liable for any interest thereon and shall not be regarded as a Finance Officer of such money.

ARTICLE V REMEDIES

Section 5.1 Remedies. The provisions of this Ordinance, including the covenants and agreements herein contained,

shall constitute a contract between the City and the Owner. The Owner shall have the right:

- (a) by mandamus or other suit, action or proceedings at law or in equity to enforce the rights of the Owner against the City and its officers, agents and employees, and to require and compel duties and obligations required by the provisions of this Ordinance or by the constitution and laws of the State of Missouri;
- (b) by suit, action or other proceedings in equity or at law to require the City, its officers, agents and employees to account as if they were the trustees of an express trust; and
- (c) by suit, action or other proceedings in equity or at law to enjoin any acts or things which may be unlawful or in violation of the rights of the Owner.

Section 5.2 Limitation on Rights of Owner. The Owner secured hereby shall not have any right in any manner whatever by its action to affect, disturb or prejudice the security granted and provided for herein, or to enforce any right hereunder, except in the manner herein provided.

Section 5.3 Remedies Cumulative. No remedy conferred herein upon the Owner is intended to be exclusive of any other remedy, but each such remedy shall be cumulative and in addition to every other remedy and may be exercised without exhausting and without regard to any other remedy conferred herein. No waiver of any default or breach of duty or contract by the Owner shall extend to or affect any subsequent default or breach of duty or contract or shall impair any rights or remedies thereon. No delay or omission of the Owner to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein. Every substantive right and every remedy conferred upon the Owner by this Ordinance may be enforced and exercised from time to time and as often as may be deemed expedient. If any suit, action or proceedings taken by the Owner on account of any default or to enforce any right or exercise any remedy has been discontinued or abandoned for any reason, or has been determined adversely to the Owner, then, and in every such case, the City and the Owner shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of the Owner shall continue as if no such suit, action or other proceedings had been brought or taken.

ARTICLE VI DEPOSIT AND INVESTMENT OF MONEYS

Section 6.1 Deposits of Moneys. All moneys deposited with or paid to the Finance Officer for the account of the various funds established under this Ordinance shall be held by the Finance Officer in trust and shall be applied only in accordance with this Ordinance. The Finance Officer shall not be under any liability for interest on any moneys received hereunder except as otherwise provided herein.

Section 6.2 Investment of Moneys. Moneys held in any fund or account referred to in this Ordinance shall be invested by the City as set forth in Section 95.530 Revised Statutes of Missouri of Missouri, as amended. All earnings on any investments held in any fund shall accrue to and become a part of such fund or account, except the Debt Service Reserve Fund as provided in Section 4.6 herein.

ARTICLE VII MISCELLANEOUS PROVISIONS

Section 7.1 Covenant to Request Appropriations. The City agrees that it shall comply with its Charter, Article XVI, Section 3 for each fiscal year that the Project Notes are outstanding and the City official(s) shall request an appropriation of all moneys on deposit in the Special Allocation Fund for transfer to the Finance Officer for deposit at the times and in the manner provided in **Section 4.3** of this Ordinance.

Section 7.2 Tax Matters. Neither the City nor the Developer shall use or permit the use of any proceeds of the Tax Exempt Note to acquire any securities or obligations, and shall not take or permit to be taken any other action or actions, which would cause the Tax Exempt Note to be an "arbitrage bond" within the meaning of Section 148(a) of the Code, or "federally guaranteed" within the meaning of Section 149(b) of the Code. The City (to the extent within its power or discretion) and the Developer shall not use or permit the use of any proceeds of the Tax Exempt Note, and shall not take or permit to be taken any other action or actions, which would result in the Tax Exempt Note being treated as other than an obligation described in Section 103(a) of the Code. The City (to the extent within its power or discretion) and the Developer shall not use any portion of the proceeds of the Tax Exempt Note, including any investment income earned on such proceeds, in any manner that would cause the Tax Exempt Note to be a "private activity bond" within the meaning of Section 141(a) of the Code. The officers of the City, including the Mayor, the Finance Officer and the City Register, shall be, and they hereby are, authorized and directed to execute all documents and take such actions as they

may deem necessary or advisable in order to carry out and perform the purposes of this Section.

Section 7.3 Payments Due on Saturdays, Sundays and Holidays. In any case where the Payment Date is a Saturday, a Sunday or a legal holiday or other day that is not a business day, then payment of principal or interest need not be made on such date but may be made on the next succeeding business day with the same force and effect as if made on the Payment Date, and no interest shall accrue for the period after such date.

Section 7.4 Notices, Consents and Other Instruments. Any notice, consent, request, direction, approval, objection or other instrument required by this Ordinance to be signed and executed by the Owner of the Project Notes may be in any number of concurrent writings of similar tenor and may be signed or executed by such Owner in person or by agent appointed in writing. Proof of the execution of any such instrument or of the writing appointing any such agent and of the ownership of the Project Note, if made in the following manner, shall be sufficient for any of the purposes of the Ordinance, and shall be conclusive in favor of the City with regard to any action taken, suffered or omitted under any such instrument, namely:

(a) The fact and date of the execution by any person of any such instrument may be proved by a certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such instrument acknowledged before such officer the execution thereof, or by affidavit of any witness to such execution.

(b) The fact of ownership of the Project Note, the amount or amounts and other identification of the Project Note, and the date of holding the same shall be proved by the registration books of the City.

Section 7.5 Execution of Documents; Further Authority. The City is hereby authorized to enter into and the Mayor and the Finance Officer of the City are hereby authorized and directed to execute and deliver, for and on behalf of and as the act and deed of the City, the Project Notes, the Financing Agreement and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance. The officers of the City, including without limitation the Mayor, the Finance Officer and the Register, are hereby authorized and directed to execute, and the City Register is hereby authorized and directed where appropriate to attest, all certificates, documents or other instruments, and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Ordinance and to make ministerial alterations, changes or additions in the foregoing agreements, statements, instrument and other documents herein approved, authorized and confirmed which they determine to be in the City's best interest, and the execution or taking of such action shall be conclusive evidence of such determination.

Section 7.6 Severability. If any section or other part of this Ordinance, whether large or small, is for any reason held invalid, the invalidity thereof shall not affect the validity of the other provisions of this Ordinance.

Section 7.7 Governing Law. This Ordinance shall be governed exclusively by and constructed in accordance with the applicable internal laws of the State of Missouri.

Section 7.8 Private Sale. The Board of Aldermen of the City hereby declares that it is in the City's best interest to sell the Project Notes at private sale because a public sale of the Project Notes would cause additional expense to the City and because the condition of the current financial markets makes such a public sale not feasible or the best course of action for the City.

Section 7.9 Emergency Clause. This being an ordinance affecting the appropriation of money, it is hereby declared to be an emergency measure within the meaning of Sections 19 and 20 of Article 14 of the Charter of the City of St. Louis and therefore shall become effective immediately upon its passage and approval by the Mayor.

EXHIBIT A

Legal Description of City Block 1859 Grand Avenue/Cozens/Evans Redevelopment Area

Parcel No. 1: Lots 1, 2, and 3 in Block 6 of D.D. PAGE'S THIRD WESTERN ADDITION and in Block 1859 of the City of St. Louis, State of Missouri, together fronting 106 feet 2 inches on the South line of Cozens Avenue by a depth Southwardly to an alley; bounded West by another alley.

Parcel No. 2: Lot No. 4 and part of Lot No. 5 in Block No. 6 of D.D. PAGE'S THIRD WESTERN ADDITION and in Block No. 1859 of the City of St. Louis, beginning at a point in the South line of Cozens Avenue at the Northwest corner of said Lot No. 4, thence Southwardly along the West line of Lot No. 4, 113.50 feet to an alley, thence Eastwardly along the North line of said alley 33.33 feet to a point, thence Northwardly and parallel with the West line of Lot No. 5, 48 feet to a point thence Eastwardly and parallel with the South line of Cozens Avenue 12.42 feet to a point, thence Northwardly and parallel with the West line of Lot No. 5, 65.50 feet to the South line of Cozens Avenue, thence Westwardly along the South line of Cozens Avenue 45.75 feet to the point of beginning,

according to survey executed during the month of November, 1949 by Pitzman's Co. of Surveyors and Engineers. A parcel of ground being in Block No. 1859 of the City of St. Louis, being part of Lots Nos. 5 and 6 in Block 6 of D.D. PAGE'S THIRD WESTERN ADDITION, and described as beginning at a point in the South line of Cozens Avenue 40 feet wide, 20.75 feet Eastwardly from the Northwestern corner of said Lot No. 5, thence Eastwardly 7.50 feet along the South line of Cozens Avenue, thence Southwardly 53 feet and parallel with the East line of said Lot No. 6, thence Southeastwardly 19.69 feet to a point 11 feet West of the East line of Lot No. 6 and 44 feet North of the North line of an alley 15 feet wide, thence Southwardly 44 feet and parallel with the East line of said Lot No. 6 to the North line of said alley, thence Westwardly 30.67 feet along the North line of said alley to a point distant 8.33 feet East of the West line of Lot No. 5, thence Northwardly 48 feet and parallel with the West line of Lot No. 5, thence Northwardly 48 feet and parallel with the West line of Lot No. 5, thence Eastwardly 12.42 feet and parallel with the South line of Cozens Avenue, thence Northwardly 65.50 feet and parallel with the Western line of Lot No. 5 to the point of beginning.

Parcel No. 3: The East part of Lot 6 in Block 6 of D.D. Page's Third Western Addition and in Block 1859 of the City of St. Louis, State of Missouri, fronting 21 feet 9 inches on the South line of Cozens Avenue by a depth Eastwardly of 113.50 feet on the East line and an irregular depth on the Western line to a point.

Parcel No. 4: Lot Seven (7) in Block Six (6) of D.D. PAGE'S THIRD ADDITION and in Block 1859 of the City of St. Louis, State of Missouri, fronting 25 feet on the South line of Cozens Avenue by a depth Southwardly of 113 feet 6 inches to an alley, 15 feet wide.

Parcel No. 5: Lot Eight (8) in Block Six (6) of D.D. PAGE'S THIRD ADDITION and in Block 1859 of the City of St. Louis, State of Missouri, fronting 25 feet on the South line of Cozens Avenue by a depth Southwardly of 113 feet 6 inches to an alley, 15 feet wide.

Parcel No. 6: Lot Eighteen (18) in Block Six (6) of D.D. PAGE'S THIRD WESTERN ADDITION and in Block 1859 of the City of St. Louis, fronting 25 feet on the North line of Evans Avenue by a depth Northwardly of 113 feet 6 inches to an alley.

Parcel No. 7: Lot Nineteen (19) in Block Six (6) of D.D. PAGE'S THIRD WESTERN ADDITION and in Block 1859 of the City of St. Louis, fronting 25 feet on the North line of Evans Avenue by a depth Northwardly of 113 feet 6 inches to an alley.

Parcel No. 8: Lot Twenty (20) in Block Six (6) of D.D. PAGE'S THIRD WESTERN ADDITION and in Block 1859 of the City of St. Louis, fronting 25 feet on the North line of Evans Avenue by a depth Northwardly of 113 feet 6 inches to an alley.

Parcel No. 9: Lots 23 and 24 and part of Lot 25 in Block No. 6 of Page's Third Western Addition and in Block No. 1859 of the City of St. Louis, and described as follows: Beginning at a point in the Northern line of Easton Avenue, at the Southeast corner of property conveyed to Mose Rubenstein and wife by deed recorded in Book 6403 page 116, thence Northwardly along the East line of property conveyed to Mose Rubenstein and wife, as aforesaid, the following courses and distances: North 83 feet 6-1/2 inches to a point in the center of a brick property wall, thence continuing Northwardly along the center of said property wall 10 feet 1 inch to an angle point in said wall, and thence continuing North along the center line of said wall to the South line of an alley 15 feet wide, thence Eastwardly along the Southline of said alley, 70 feet 4-3/4 inches to the Northeast corner of said Lot 23, thence Southwardly along the East line of said Lot 23, a distance of 113 feet 6 inches to the North line of Evans Avenue, and thence Westwardly along the North line of Evans Avenue, and Easton Avenue, 64 feet 6-3/4 inches to the point of beginning. Parcel No. 12: Lot No. 26 and the Western part of Lot No. 25 in Block 6 of Page's Third Western Addition and in Block No. 1859 of the City of St. Louis, beginning at a point in the North line of Easton Avenue 45 feet 9-1/4 inches East of the East line of an alley, thence 83 feet 6-1/2 inches to a point in the center line of a brick party wall, thence North along the center line of said party wall 10 feet 1 inch to an angle point in said wall, thence continuing North along the center line of said wall to the South line of an alley, thence West along the South line of said alley 49 feet 10-1/4 inches to the East line of aforesaid alley, thence South along the East line of said alley, 113 feet 11-3/8 inches to the North line of Easton Avenue, thence East along the North line of Easton Avenue 45 feet 9-1/4 inches to the point of beginning, excepting therefrom a triangular piece of ground 10 feet by 10 feet at the Northwest corner of said Lot No. 26 which is cut off for an alley; bounded East by property, now or formerly, of Morris Shapiro and Ida Shapiro, his wife.

Parcel No. 10: Lot No. 26 and the Western part of Lot No. 25 in Block 6 of Page's Third Western Addition and in Block No. 1859 of the City of St. Louis, beginning at a point in the North line of Easton Avenue 45 feet 9-1/4 inches East of the East line of an alley, thence 83 feet 6-1/2 inches to a point in the center line of a brick party wall, thence North along the center line of said party wall 10 feet 1 inch to an angle point in said wall, thence continuing North along the center line of said wall to the South line of an alley, thence West along the South line of said alley 49 feet 10-1/4 inches to the East line of aforesaid alley, thence South along the East line of said alley, 113 feet 11-3/8 inches to the North line of Easton Avenue, thence East along the North line of Easton Avenue 45 feet 9-1/4 inches to the point of beginning, excepting therefrom a triangular piece of ground 10 feet by 10 feet at the Northwest corner of said Lot No. 26 which is cut off for an alley; bounded East by property now, or formerly, of Morris Shapiro and Ida Shapiro, his wife.

Parcel No. 11: Part of Lot 27, all of Lots 28 and 29 in Block 6 of D.D. Pages 3rd West Addition of Saint Louis City Block 1859; beginning at a point of the East line of Grand Boulevard where same is intersected X Lot 29, then South along the East line of Grand Boulevard 91 feet 1 5/8 inch to a point in North East line of Easton Avenue as established by Ordinance 31148, then Southeast along the Northeast line of Easton Avenue, 5 1/2 inches to an angle point therein then continuing East along the North line of Easton Avenue 119 feet 7 1/4 inches to the West line of an alley, then North along the West line of said alley 92 feet 9 1/4 inches to the North line of Lot 29, a distance of 120 feet to the point of beginning.

Parcel No. 12: Lot Thirty (30) in Block Six (6) of D.D. PAGE'S 3RD WESTERN ADDITION and in Block 1859 of the City of St. Louis, fronting 25 feet on the East line of Grand Avenue by a depth Eastwardly of 120 feet to an alley.

Parcel No. 13: TRACT NO. 1 Lot 31 and Southern part of Lot 32 in Block 6 of D.D. Page's Third Western Addition and in City Block 1859 of the City of St. Louis, Missouri, beginning at a point in the East line of Grand Boulevard distant 32 feet 9-1/8 inches South of the Northwest corner of Lot 33 of said Block and Subdivision, being also therein of the West prolongation of the North wall of buildings numbered 1410 and 1412 North Grand Boulevard, thence East with the North face of said wall 39 feet 6-1/8 inches to the Northeast corner of said wall, which corner is distant 32 feet 6-5/8 inches South of the North line of said Lot 33, thence South and parallel with Grand Boulevard 10 inches to the South face of the South wall of the rear portion of brick house number 1416 to 18 North Grand Boulevard, thence East and parallel with the North line of said Lot 33, 80 feet 8-1/4 inches to the West line of an alley, thence South along the West line of said alley 41 feet 3-3/4 inches to the Southeast corner of said Lot 31, thence West along the South line of said Lot 31, 120 feet to the East line of Grand Boulevard, thence North along the East line of Grand Boulevard 42 feet 2-7/8 inches to the point of beginning.

TRACT NO. 2 Lot 33 and part of Lot 32 in Block 6 of D.D. Page's Third Western Addition and in Block 1859 of the City of St. Louis, beginning at a point in the East line of Grand Boulevard, being the Northwest corner of Lot 33, thence Southwardly with the East line of Grand Boulevard 32 feet 9-1/8 inches to the Intersection with the Western prolongation of the Northern face of the Northern wall of the three story brick house known as numbers 1410 and 1412 Grand Boulevard, thence Eastwardly with the North face of the North wall of said three story brick house 39 feet 6-3/4 inches to the Northeast corner of said wall, which is distant Southwardly from the Northern line of said Lot 33, 32 feet 6-5/8 inches, thence Southwardly parallel with Grand Boulevard and following the Eastern face of the three story brick house 10 inches to the South face of the Southern wall of the rear porch of the two story brick house numbers 1416 and 1418 North Grand Boulevard, thence Eastwardly parallel with the North line of said Lot 33, 80 feet 5-1/4 inches to the Western line of an alley in said Block, thence Northwardly with said alley 33 feet 6-1/4 inches to the Northeastern corner of said Lot 33, thence Westwardly with the North line of Lot 33, 120 feet to the point of beginning.

TRACT NO. 3 Lots 34 and 35 in Block 6 of D.D. Page's Third Western Addition and in Block 1859 of the City of St. Louis, together fronting 50 feet on the East line of Grand Boulevard, by a depth Eastwardly of 120 feet to an alley.

**EXHIBIT B
Form of Note**

THIS PROJECT NOTE OR ANY PORTION HEREOF MAY BE TRANSFERRED, ASSIGNED OR NEGOTIATED ONLY TO THE "DEVELOPER," A "RELATED ENTITY" A "QUALIFIED INSTITUTIONAL BUYER" OR "PROJECT LENDER," AS DEFINED IN THE NOTE ORDINANCE, AND IN ACCORDANCE WITH THE PROVISIONS HEREOF.

**UNITED STATES OF AMERICA
STATE OF MISSOURI**

Registered

Registered

No. R-__

**Not to Exceed \$1,060,000
plus Issuance Costs
(See Schedule A attached)**

**CITY OF ST. LOUIS, MISSOURI
[TAXABLE][TAX-EXEMPT] REVENUE NOTE
(CITY BLOCK 1859 GRAND AVENUE/COZENS/EVANS AREA REDEVELOPMENT PROJECT)
SERIES 200__-A/B**

Rate of Interest:
[__%]

Maturity Date:

Dated Date:

CUSIP Number:
None

REGISTERED OWNER:

PRINCIPAL AMOUNT: See **SCHEDULE A** attached hereto.

The CITY OF ST. LOUIS, MISSOURI, a body corporate and a political subdivision duly organized and validly existing under its charter and the Constitution and laws of the State of Missouri (the "City"), for value received, hereby promises to pay to the Registered Owner shown above, or registered assigns, the Principal Amount shown from time to time on Schedule A attached hereto on the Maturity Date shown above unless called for redemption prior to the Maturity Date, and to pay interest thereon from the effective date of registration shown from time to time on Schedule A attached hereto or from the most recent Payment Date to which interest has been paid or duly provided for, at the Rate of Interest shown above computed on the basis of a 360-day year of twelve 30-day months. Interest and principal shall be payable each March 1 and September 1 (each, a "Payment Date"), commencing on the first March 1 or September 1 following the City's acceptance or deemed acceptance of the Certificate of Substantial Completion in accordance with the Redevelopment Agreement between the City and Page Partners II, LLC (the "Developer"), dated as of March 30, 2007, as amended (the "Redevelopment Agreement"), until all principal and interest accruing pursuant to this Project Note is paid in full except as otherwise provided herein. The Project Notes shall bear interest from their registration date or from the most recent Payment Date to which interest has been paid or duly provided for.

Except as otherwise provided herein, the capitalized terms herein shall have the meanings as provided in Ordinance No. _____ signed by the Mayor on _____, 2008 (the "Note Ordinance") or the Redevelopment Agreement.

THE OBLIGATIONS OF THE CITY WITH RESPECT TO THIS PROJECT NOTE TERMINATE DECEMBER 11, 2029, WHICH IS TWENTY-THREE YEARS FROM THE EFFECTIVE DATE OF THE ORDINANCE APPROVING THE REDEVELOPMENT PROJECT, WHETHER OR NOT THE PRINCIPAL AMOUNT OR INTEREST HEREON HAS BEEN PAID IN FULL. REFERENCE IS MADE TO THE NOTE ORDINANCE FOR A COMPLETE DESCRIPTION OF THE CITY'S OBLIGATIONS HEREUNDER.

Subject to the preceding paragraph, the principal of and interest on this Project Note shall be paid at maturity or upon earlier redemption as provided in Article III of the Note Ordinance to the person in whose name this Project Note is registered at the maturity or redemption date hereof, upon presentation and surrender of this Project Note at the payment office of the Finance Officer of the City or her authorized agent (the "Finance Officer"). The principal of and interest on the Project Notes shall be payable in any coin or currency of the United States of America which, at the respective dates of payment thereof, is legal tender for the payment of debts due the United States of America. The principal of or interest on this Project Note shall be payable by check or draft or by wire transfer to the person in whose name this Project Note is registered at the office of the Finance Officer to the Registered Owner on the Register on each Payment Date. Except as otherwise provided in Section 2.8 of the Note Ordinance with respect to mutilated, destroyed, lost or stolen Project Notes, no principal on the Project Notes is payable unless the Registered Owner thereof has surrendered such Project Notes at the office of the Finance Officer.

This Project Note is one of an authorized series of fully registered Notes of the City designated "City of St. Louis, Missouri, [Taxable][Tax-Exempt] Revenue Notes (City Block 1859 Grand Avenue/Cozens/Evans Area Redevelopment Project), Series 200__ -A/B," issued in an aggregate principal amount of not to exceed \$1,400,000 plus Issuance Costs (the "Project Notes" or "Notes"). The Project Notes are being issued for the purpose of paying a portion of the Redevelopment Project Costs in connection with Redevelopment Project 2 described in the Redevelopment Plan, under the authority of and in full compliance with the Constitution and laws of the State of Missouri, including particularly the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 to 99.865, of the Revised Statutes of Missouri, as amended (the "Act") and CID Project Costs (as such terms are defined in the Note Ordinance) pursuant to Sections 67.1401 to 67.1571 (the "CID Act") RSMo., and the Note Ordinance.

The Project Notes and the interest thereon are and shall be special, limited obligations of the City payable solely from and secured as to the payment of principal and interest, by the Available Revenues and other moneys pledged thereto and held by the Finance Officer as provided herein. "Available Revenues" means all monies on deposit from time to time (including investment earnings thereon) in (a) the PILOTS Account; (b) subject to annual appropriation, the EATS Account that have been appropriated to the repayment of Project Notes; and (c) the CID Revenue Fund of the Revenue Fund; excluding (i) any amount paid under protest until the protest is withdrawn or resolved against the taxpayer or (ii) any sum received by the City which is the subject of a suit or other claim communicated to the City which suit or claim challenges the collection of such sum.

The monies on deposit in the PILOTS Account of the Special Allocation Fund are those payments in lieu of taxes ("PILOTS"), as defined in Sections 99.805(10) and 99.845 of the Act) attributable to the increase in the current equalized assessed valuation of each taxable lot, block, tract or parcel of real property in the Redevelopment Area (as described in Exhibit A to the Note Ordinance) and any applicable penalty and interest over and above the initial equalized assessed value (as provided for by Section 99.855 of the Act) of such unit of property in the Redevelopment Area, as allocated and paid to the City's Treasurer by the City's

Collector of Revenue who shall deposit such PILOTs into the Special Allocation Fund while tax increment financing remains in effect.

The monies on deposit in the EATs Account of the Special Allocation Fund are those amounts subject to annual appropriation by the Board of Aldermen, equal to fifty percent (50%) of the total additional revenues from taxes, penalties and interest which are imposed by the City or other taxing districts (as that term is defined in Section 99.805(16) of the 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 Act), while tax increment financing remains in effect, but excluding personal property taxes, taxes imposed on sales or charges for sleeping rooms paid by transient guests of hotels and motels, licenses, fees or special assessments other than payments in lieu of taxes and penalties and interest thereon, taxes levied pursuant to Section 70.500 of the Revised Statutes of Missouri, as amended, and taxes levied for the purpose of public transportation pursuant to Section 94.660 of the Revised Statutes of Missouri, as amended, all in accordance with Section 99.845.3 of the Act, as may be amended from time to time. Notwithstanding the foregoing, EATs 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.

The monies on deposit in the CID Revenue Fund of the Revenue Fund are all proceeds, after deduction for costs of collection and/or administration, from the imposition of the CID Sales Tax which are not captured as EATs but are instead pledged by the CID pursuant to the Financing Agreement (as hereinafter defined), for a period of twenty (20) years from the date of the Financing Agreement, to the City for deposit in the CID Revenue Fund of the Revenue Fund of the Special Allocation Fund for the repayment of Project Notes (the "CID Revenues"). The "Financing Agreement" means that certain Financing Agreement made and entered into by and between the City, the CID and the Developer as of June __, 2008.

Except as expressly set forth herein, the Project Notes shall be equally and ratably secured by Available Revenues, with the Series B Notes secured on a subordinate basis to the Series A Notes. The Project Notes shall be equally and ratably secured by Available Revenues except that: (i) TIF Revenues shall only be used to pay principal and interest on One Million Sixty Thousand Dollars and No/100 (\$1,060,000) of Project Notes, and that, to the extent that the City determines that TIF Revenues have been used to pay principal and interest on such amount of Project Notes, the remaining Project Notes shall only be repaid from Available Revenues other than TIF Revenues, and (ii) CID Revenues shall only be used to pay principal and interest on that principal amount of Project Notes equal to the amount of CID Project Costs, as such CID Project Costs, are reflected on the Certificates of Reimbursable Project Costs submitted by Developer to the City, or such lesser amount as the CID shall pledge. The Project Notes shall be special, limited obligations of the City payable solely from and secured as to the payment of principal and interest by a pledge of the Available Revenues. The taxing power of the City is not pledged to the payment of the Project Notes either as to principal or interest. The Project Notes shall not be or constitute a general obligation of the City, nor shall they constitute an indebtedness of the City within the meaning of any constitutional, statutory or charter provision, limitation or restriction. THE OBLIGATIONS OF THE CITY WITH RESPECT TO THE PROJECT NOTES SHALL TERMINATE ON THE FIRST TO OCCUR OF THE FULL PAYMENT AND DISCHARGE OF THE PROJECT NOTES OR THE MATURITY DATE (WHETHER OR NOT THE PRINCIPAL AMOUNT OR INTEREST HAS BEEN PAID IN FULL).

Available Revenues shall be applied, except as limited herein, first from the CID Revenue Fund of the Revenue Fund, second from the EATS Account of the Revenue Fund, and third from the PILOTs Account of the Revenue Fund to payments on the Project Note as follows:

First, to payment of arbitrage rebate, if any, owed with respect to the Project Notes under Section 148 of the Internal Revenue Code of 1986, as amended, including any costs of calculating arbitrage rebate;

Second, to the Finance Officer of the City and the St. Louis Development Corporation (which monies shall be paid one half to the Finance Officer and one half to the St. Louis Development Corporation), 0.2% of the Notes outstanding on each Payment Date, plus any accumulated deficiency from previous years, plus an amount sufficient to pay all or any portion of the fees and expenses incurred by the City pursuant to Section 7.15 of the Agreement that have not otherwise been reimbursed to the City through the issuance of Project Notes;

Third, to Series A Account of the Debt Service Fund, an amount sufficient to pay all or any portion of the past due interest owing as a result of prior deficiencies of moneys to pay interest due on any Series A Notes on each Payment Date;

Fourth, to the Series A Account of the Debt Service Fund, an amount sufficient to pay all or any portion of the accrued interest becoming due and payable on any Series A Notes on each Payment Date;

Fifth, to the Series A Account of the Debt Service Fund, an amount sufficient to pay the interest on the Series A Notes on

the next succeeding Payment Date;

Sixth, for transfer to the Debt Service Reserve Fund, if established, such amount as may be required to restore any deficiency in the Debt Service Reserve Fund if the amount on deposit in the Debt Service Reserve Fund is less than the Debt Service Reserve Requirement;

Seventh, to the Series A Account of the Debt Service Fund, an amount sufficient to pay the principal of any Series A Notes that are subject to redemption pursuant to the Note Ordinance on each Payment Date;

Eighth, if no Series A Notes are outstanding, to the Series B Account of the Debt Service Fund, an amount sufficient to pay all or any portion of the past due interest owing as a result of prior deficiencies of moneys to pay interest due on the Series B Note on each Payment Date;

Ninth, if no Series A Notes are outstanding, to the Series B Account of the Debt Service Fund, an amount sufficient to pay all or any portion of the accrued interest becoming due and payable on any Series B Note on each Payment Date;

Tenth, if no Series A Notes are outstanding, to the Series B Account of the Debt Service Fund, an amount sufficient to pay the interest on the Series B Notes on the next succeeding Payment Date;

Eleventh, if no Series A Notes are outstanding, to the Series B Account of the Debt Service Fund, an amount sufficient to pay the principal of any Series B Note that is subject to redemption pursuant to this Note Ordinance on each Payment Date; and

Twelfth, all other remaining money in the PILOTs Account and the EATs Account of the Special Allocation Fund shall annually be declared as surplus and distributed in the manner provided in the TIF Act, as applicable.

Upon the payment in full of the principal of and interest on the Project Notes (or provision has been made for the payment thereof as specified in the Note Ordinance), payment in full of the fees and expenses of the Finance Officer and the St. Louis Development Corporation, and payment in full of any other amounts required to be paid under the Note Ordinance, all amounts remaining on deposit in the Revenue Fund and the Debt Service Fund shall be declared as surplus and distributed in the manner provided in the Act.

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

NOTWITHSTANDING ANY PROVISION HEREIN OR IN THE NOTE ORDINANCE TO THE CONTRARY, THE PROJECT NOTES ARE SUBJECT TO CANCELLATION AND DISCHARGE BY THE CITY IN WHOLE OR IN PART WITHOUT PENALTY UNDER THE CONDITIONS SET FORTH IN SECTION 7.8 OF THE REDEVELOPMENT AGREEMENT.

The Project Notes are subject to optional redemption by the City in whole at any time or in part on any Payment Date at a redemption price of 100% of the principal amount of the Project Note to be redeemed, plus accrued interest thereon to the date fixed for redemption.

The Project Notes are subject to special mandatory redemption by the City on each Payment Date, at a redemption price equal to 100% of the principal amount being redeemed, together with accrued interest thereon to the date fixed for redemption, in an amount equal to Available Revenues on deposit in the applicable accounts of the Special Allocation Fund and which are not required for the payment of accrued interest on such Payment Date.

The Project Notes or portions of Notes to be redeemed shall become due and payable on the redemption date, at the redemption price therein specified, and from and after the redemption date (unless the City defaults in the payment of the redemption price) such Project Notes or portion of Project Notes shall cease to bear interest. Upon surrender of such Project Notes for redemption in accordance with such notice, the redemption price of such Project Notes shall be paid by the Finance Officer. Installments of interest due on or prior to the redemption date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Project Note, there shall be prepared for the Registered Owner a new Project Note or Notes of the same maturity in the amount of the unpaid principal as provided herein. All Project Notes that have been redeemed shall be cancelled and destroyed by the Finance Officer as provided herein and shall not be reissued.

Project Notes shall be redeemed only in the principal amount of One Thousand Dollars (\$1,000) or any integral multiple thereof. When less than all of the outstanding Project Notes are to be redeemed and paid prior to maturity, such Project Notes shall be selected by the Finance Officer in One Thousand Dollar (\$1,000) units of face value in such equitable manner as the Finance Officer may determine.

The Project Notes are issuable in the form of fully registered Notes without coupons in minimum denominations of One Hundred Thousand Dollars (\$100,000) or any integral multiple \$1,000 in excess thereof, except with respect to the Notes issued upon acceptance by the City of the final Certificate of Reimbursable Redevelopment Project Costs, which Notes may be issued in any denomination, subject to the limitation on the aggregate Principal Amount.

This Project Note may be transferred or exchanged as provided in the Note Ordinance only upon the Register, upon surrender of this Project Note together with a written instrument of transfer satisfactory to the Finance Officer duly executed by the Registered Owner or the Registered Owner’s duly authorized agent.

THE OWNER HEREOF EXPRESSLY AGREES, BY SUCH OWNER’S ACCEPTANCE HEREOF, THAT THE RIGHT TO PURCHASE, TRANSFER, ASSIGN OR NEGOTIATE THIS PROJECT NOTE SHALL BE LIMITED TO PURCHASE, TRANSFER, ASSIGNMENT OR NEGOTIATION TO THE DEVELOPER, A RELATED ENTITY A QUALIFIED INSTITUTIONAL BUYER OR PROJECT LENDER, AS SUCH TERMS ARE DEFINED IN THE NOTE ORDINANCE, AND UPON THE EXECUTION BY THE PROPOSED PURCHASER OR TRANSFEREE OF AN INVESTMENT LETTER IN SUBSTANTIALLY THE FORM OF EXHIBIT C TO THE NOTE ORDINANCE, SIGNED BY THE PROPOSED PURCHASER OR TRANSFEREE, SHOWING THAT THE PROPOSED PURCHASER OR TRANSFEREE IS AN APPROVED INVESTOR. “Approved Investor” is defined in the Note Ordinance, and includes, among others, (a) the Developer or a Related Entity, (b) an “accredited investor” under Rule 501(a) of Regulation D promulgated under the Securities Act of 1933, (c) a “qualified institutional buyer” under Rule 144A promulgated under the Securities Act of 1933 or (d) any general business company or enterprise with total assets in excess of \$50,000,000.

Subject to the limitations of the preceding paragraph, upon surrender thereof at the office of the Finance Officer, the Finance Officer shall transfer or exchange any Project Note for a new Project Note of the same maturity and in the same principal amount as the outstanding principal amount of the Project Note that was presented for transfer or exchange. Any Project Note presented for transfer or exchange shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in a form and with guarantee of signature satisfactory to the Finance Officer, duly executed by the Registered Owner thereof or by the Registered Owner’s duly authorized agent.

This Project Note shall not be valid or binding on the City or be entitled to any security or benefit under the Indenture until the Certificate of Authentication hereon has been executed by the Finance Officer.

IT IS HEREBY CERTIFIED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of the Project Notes have existed, happened and been performed in due time, form and manner as required by law.

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

IN WITNESS WHEREOF, THE CITY OF ST. LOUIS, MISSOURI has executed this Project Note by causing it to be signed by the manual or facsimile signature of its Mayor and Finance Officer and attested by the manual or facsimile signature of its City Register, and its official seal to be affixed or imprinted hereon, and this Project Note to be dated as of the effective date of registration as shown on Schedule A attached hereto.

CITY OF ST. LOUIS, MISSOURI

By: _____
Mayor

By: _____
Finance Officer

Attest:

(Seal)

(1) Date of approval of each Certificate of Reimbursable Redevelopment Project Costs, as provided in Section 5.2 of the Redevelopment Agreement (which constitutes Date of Authentication with respect to such portion of the Note) or Payment Date.

(2) Limited to denominations of \$100,000 or any \$1,000 increment in excess thereof, except with respect to an advance pursuant to the final Certificate of Reimbursable Redevelopment Project Costs, which may be in any denomination, subject to the limitation on the aggregate principal amount provided for in the Note Ordinance.

EXHIBIT C

Form of Letter of Representations

_____, 20__

City of St. Louis
City Hall
Tucker and Market Streets
St. Louis, Missouri 63103
Attention: Mayor, Room 200
Attention: Comptroller, Room 311

Re: Not to Exceed \$1,400,000 (plus Issuance Costs) City of St. Louis, Missouri, Revenue Notes, (City Block 1859 Grand Avenue/Cozens/Evans Area Redevelopment Project), Series 200_

Ladies and Gentlemen:

This letter is to provide you with certain representations and agreements with respect to the purchase by the undersigned of not to exceed \$1,400,000 (plus Issuance Costs) aggregate principal amount of Revenue Notes, (City Block 1859 Grand Avenue/Cozens/Evans Area Redevelopment Project), Series 200_ (the "Project Notes"), issued by the City of St. Louis, Missouri (the "City"). The Project Notes are secured in the manner set forth in Ordinance No. _____ [Board Bill No. _____] of the City adopted on _____, 2008 (the "Note Ordinance"). The undersigned hereby represents to each of you and agrees with each of you, as follows:

1. The undersigned is an Approved Investor (as defined in the Note Ordinance).
2. The undersigned acknowledges that the City has not made any representation or warranty concerning the accuracy or completeness of any information furnished in connection with the purchase by the undersigned of the Project Notes. Accordingly, the undersigned has not relied upon the City as to the accuracy or completeness of such information. As a sophisticated investor, the undersigned has made its own decision to purchase the Project Notes based solely upon its own inquiry and analysis.
3. The undersigned understands that the Project Notes do not constitute an indebtedness of the City or a loan or credit thereof within the meaning of any constitutional or statutory debt limitation or restriction.
4. The undersigned is familiar with and has counsel who are familiar with the federal and state legislation, rules, regulations and case law pertaining to the transfer and distribution of securities, including, but not limited to, disclosure obligations of the seller incident to any such transfer or distribution. The undersigned hereby covenants and agrees that the undersigned will not sell, offer for sale, pledge, transfer, convey, hypothecate, mortgage or dispose of the Project Notes or any interest therein in violation of applicable federal or state law or in violation of restrictions on sale, assignment, negotiation or transfer of the Project Notes as set forth in paragraph 6 below.
5. The undersigned is purchasing the Project Notes for its own account for investment (and not on behalf of another) and, other than a contemplated pledge of the Project Notes, has no present intention of reselling the Project Notes or dividing its interest therein. Notwithstanding the foregoing, the undersigned has the right to sell, offer for sale, pledge, transfer, convey, hypothecate, mortgage or dispose of the Project Notes at some future date determined by it, provided that such disposition is not in violation of restrictions on sale, assignment, negotiation or transfer of the Project Notes as set forth in paragraph 6 below.
6. The undersigned acknowledges that the right to sell, assign, negotiate or otherwise transfer the Project Notes shall be limited to Approved Investors (as defined in the Note Ordinance).
7. The undersigned agrees to indemnify and hold you harmless from any and all claims, judgments, attorneys' fees and expenses of whatsoever nature, whether relating to litigation or otherwise, resulting from any attempted or affected sale, offer

for sale, pledge, transfer, conveyance, hypothecation, mortgage or disposition of the Project Notes in violation of this letter.

8. The undersigned has satisfied itself that the Project Notes may be legally purchased by the undersigned.

Exhibit D

Financing Agreement

FINANCING AGREEMENT

This FINANCING AGREEMENT ("Agreement") is made and entered into as of this ___ day of ____, 200__, by and between the CITY OF ST. LOUIS, MISSOURI, a body corporate and political subdivision of the State of Missouri ("City"), the COZENS/MLK/GRAND COMMUNITY IMPROVEMENT DISTRICT, a community improvement district and political subdivision of the State of Missouri ("CID") and PAGE PARTNERS II, LLC, a Missouri limited liability company ("Developer").

Recitals

WHEREAS, CID was formed pursuant to Sections 67.1401 to 67.1571 RSMo. (the "CID Act") and Ordinance No. 67435 of the City to provide for the financing of certain improvements and services to property (collectively, the "CID Project") within its boundaries (the property within such boundaries being the "District"); and

WHEREAS, pursuant to Resolution No. 2007-005 of the CID and the CID Act, the CID imposed a tax of one percent (1%) upon sales at retail within its boundaries (the "CID Sales Tax"); and

WHEREAS, the CID entered into a Development Agreement dated _____, 2007 (the "CID Agreement") with Developer, by which the CID agreed to reimburse Developer for certain costs related to the CID Project from proceeds of the CID Sales Tax; and

WHEREAS, the City entered into that certain Redevelopment Agreement dated as of March 30, 2007, between the City and the Developer (as amended and as may be amended from time to time, the "TIF Agreement"), by which the City agreed to reimburse Page Partners II, LLC ("Developer") for certain costs incurred with respect to that certain "Redevelopment Project" (the "TIF Project") identified in the Grand Avenue/Cozens/Evans Area TIF Redevelopment Plan, as approved and adopted by Ordinance No. 67301 of the City, by which TIF Agreement the City agreed to issue certain obligations to reimburse the Developer for certain Reimbursable Redevelopment Project Costs (as defined in the TIF Agreement) with respect to the TIF Project; and

WHEREAS, the property benefitted by the TIF Project is all located within the District; and

WHEREAS, by this Agreement, the parties hereto desire that, (i) in lieu of issuing obligations to reimburse the Developer for costs related to the CID Project, the CID shall pledge revenues received from the CID Sales Tax to the City to repay certain obligations issued by the City in the amount of up to \$1,400,000 (the "Project Notes") pursuant to Ordinance No. _____ of the City (the "Note Ordinance"), (ii) the City shall accept such pledge, and (iii) the Developer shall consent to such pledge and issuance in lieu of the issuance of obligations by the CID.

NOW THEREFORE, in consideration of the foregoing, and in exchange for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The CID hereby does pledge all CID Revenues to the repayment of the Project Notes issued by the City pursuant to Ordinance No. _____. "CID Revenues" shall mean the proceeds, after deduction for costs of collection, received by the CID from the imposition of the CID Sales Tax which are not captured as EATs. The pledge of CID Revenues made herein shall terminate on the date which is twenty (20) years from the date of this Agreement.

2. The City hereby accepts the pledge of CID Revenues, and agrees to deposit all CID Revenues into the CID Revenue Fund of the Revenue Fund of the Special Allocation Fund (pursuant to, and as such terms are defined in, the Note Ordinance). The City agrees to apply CID Revenues and other Available Revenues on deposit in the Special Allocation Fund to the repayment of Project Notes, subject to the limits set forth in and as further described in the Note Ordinance, and to otherwise comply with all material terms of the Note Ordinance. The City agrees that it shall not amend the Note Ordinance for the purposes of this Agreement without the consent of the Developer and the CID.

3. The Developer hereby acknowledges and agrees that the City is issuing the Project Notes in fulfillment of its

obligations pursuant to the TIF Agreement, and that the CID is entering into this Agreement and pledging the CID Revenues hereunder in fulfillment of its obligations pursuant to the CID Agreement.

4. Capitalized terms used but not otherwise defined herein shall have the meaning set forth for such terms in the Note Ordinance.

5. The parties hereby agree that to the extent of any conflict between the terms of this Agreement and the TIF Agreement or the CID Agreement, the terms of this Agreement shall govern.

6. This Agreement may be executed in one or more counterparts, all of which when taken together shall constitute one and the same instrument.

7. This Agreement shall be deemed and construed for all purposes to have been made in and governed by the laws of the State of Missouri.

8. Neither the City, the CID nor the Developer shall be liable to any of the other for damages or otherwise in the event that this Agreement is declared invalid or unconstitutional in whole or in part by the final judgment of any court of competent jurisdiction, and by reason thereof either the City, the CID or the Developer is prevented from performing any of the covenants and agreements herein. All covenants, stipulations, promises, agreements and obligations of the City, the CID and the Developer shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City, the CID and the Developer and not of any of their governing body members, officers, agents, servants or employees in their individual capacities. No elected or appointed official, employee or representative of the City, the CID or the Developer shall be personally liable to the other party in the event of a default or breach by any party under this Agreement or for any amount of Project Notes which may become due to any party under the terms of this Agreement.

[Signature pages to follow.]

CITY

CITY OF ST. LOUIS, MISSOURI

By: _____
Francis G. Slay, Mayor

By: _____
Darlene Green, Comptroller

(SEAL)

Parrie May, City Register

Approved as to form:

Patricia Hageman, City Counselor

CID

COZENS/MLK/GRAND
COMMUNITY IMPROVEMENT DISTRICT

By: _____

Name: _____

Its: _____

Date: _____

DEVELOPER

PAGE PARTNERS II, LLC

By: _____

Name: _____

Its: _____

Date: _____

Approved: July 11, 2008