ORDINANCE #68338
Board Bill No. 5

An ordinance recommended by the Board of Estimate and Apportionment authorizing and directing the Comptroller of the City of St. Louis, Missouri (the "City") to obtain a credit facility (the "Credit Facility") for the purpose of securing the outstanding City Justice Center Bonds (as defined herein), for the general welfare, safety, and benefit of the citizens of the City; authorizing the Comptroller of the City to execute and deliver a promissory note (the "Note") payable to Bank of America, N.A. (the "Bank") pursuant to which the Bank will issue the Credit Facility; authorizing the payment of certain obligations due to the Bank under the Note; authorizing the Mayor, the Comptroller, and any other appropriate City officials, if necessary, to execute any other documents related to the Note and the Credit Facility; authorizing and directing the taking of other actions and approval and execution of other documents as necessary or desirable to carry out and comply with the intent hereof; and containing an emergency clause.

WHEREAS, the Board of Aldermen of the City has previously authorized and directed the issuance by the St. Louis Municipal Finance Corporation (the "Corporation") of its City Justice Center Leasehold Revenue Improvement Bonds, Series 1996A Bonds (the "Series 1996A Bonds") and its City Justice Center Leasehold Revenue Improvement and Refunding Bonds, Series 1996B (the "Series 1996B Bonds") pursuant to an Indenture of Trust between the Corporation and UMB Bank of St. Louis, N.A., as trustee (the "Trustee"), dated as of August 1, 1996 (the "Master Indenture") and a First Supplemental Indenture of Trust between the Corporation and the Trustee, dated as of August 1, 1996 (the "First Supplemental Indenture") to finance the refunding of certain bonds previously issued by the Corporation, the proceeds of which were used to finance part of the St. Louis Jail Facilities (as defined in the Master Indenture) and completion of the Project (as defined in the Master Indenture and the First Supplemental Indenture), none of which Series 1996A Bonds are currently outstanding, and which Series 1996B Bonds are currently outstanding in the amount of $10,835,000;

WHEREAS, the Board of Aldermen of the City has previously authorized and directed the issuance by the Corporation of its City Justice Center Leasehold Revenue Improvement Bonds, Series 2000A (the "Series 2000A Bonds") pursuant to the Master Indenture and a Second Supplemental Indenture of Trust between the Corporation and the Trustee, dated as of February 1, 2000 (the "Second Supplemental Indenture") to finance the costs of completion of the City Justice Center (as defined in the Master Indenture), which Series 2000A Bonds are currently outstanding in the amount of $1,015,000;

WHEREAS, the Board of Aldermen of the City has previously authorized and directed the issuance by the Corporation of its City Justice Center Leasehold Revenue Refunding Bonds, Series 2001A, authorized by the City as the Series 2000B Bonds (the "Series 2001A Bonds") pursuant to the Master Indenture and a Third Supplemental Indenture of Trust between the Corporation and the Trustee, dated as of September 1, 2001 (the "Third Supplemental Indenture") to finance the costs of refunding certain Series 1996A Bonds, which Series 2001A Bonds are currently outstanding in the amount of $58,195,000;

WHEREAS, the Board of Aldermen of the City has previously authorized and directed the issuance by the Corporation of its City Justice Center Leasehold Revenue Refunding Bonds, Series 2005 (the "Series 2005 Bonds") pursuant to the Master Indenture and a Fourth Supplemental Indenture of Trust between the Corporation and the Trustee, dated as of September 1, 2005 (the "Fourth Supplemental Indenture") to finance the costs of refunding certain Series 2000A Bonds, which Series 2005 Bonds are currently outstanding in the amount of $14,995,000;

WHEREAS, the outstanding Series 1996B Bonds, Series 2000A Bonds, and Series 2001A Bonds are secured by a standby letter of credit (the "Letter of Credit") issued by Bank of America, N.A. as credit provider (the "Credit Provider"), pursuant to that certain Application and Agreement for Standby Letter of Credit dated February 6, 2009 between the City and the Credit Provider, and by cash and investments on deposit in a debt service reserve fund established under the Master Indenture (the "Debt Service Reserve Fund");

WHEREAS, the outstanding Series 2005 Bonds are secured by the Letter of Credit, a surety bond ("Surety Bond") issued by Ambac Assurance Corporation ("Ambac"), and by cash and investments on deposit in the Debt Service Reserve Fund;

WHEREAS, the City and the Corporation have entered in a certain Lease Purchase Agreement dated as of August 1, 1996, as amended and supplemented by the First Supplemental Lease Agreement dated as of February 1, 2000, and the Second Supplemental Lease Agreement dated as of September 1, 2005 pursuant to which the City is obligated to make certain lease payments to be used, in part, by the Trustee to pay the principal of and interest on the Series 1996B Bonds, Series 2000A Bonds, Series 2001A Bonds, and Series 2005 Bonds (collectively, the "City Justice Center Bonds") and to fund the Debt Service Reserve Fund, as provided therein;

WHEREAS, the City utilized a portion of the cash and investments on deposit in the Debt Service Reserve Fund in order to pay certain principal and interest payments due on the City Justice Center Bonds as of February 15, 2009;

WHEREAS, the City previously expected to replace such cash and investments with an additional surety bond committed to and to be issued by Ambac securing the outstanding City Justice Center Bonds (an "Additional Surety Bond");

WHEREAS, Ambac's ratings by Moody's Investors Service, FitchRatings, and/or Standard & Poor's Ratings Services have been downgraded so that, as of the date hereof, the Surety Bond does not, nor would an Additional Surety Bond, satisfy the rating requirement (the "Rating Requirement") set forth in the Master Indenture, as supplemented by the First Supplemental Indenture, Second Supplemental Indenture, Third Supplemental Indenture, and Fourth Supplemental Indenture (collectively, the "Indenture");

WHEREAS, the Comptroller of the City has determined that it is in the best interest of the City (i) to execute the Note, (ii) to obtain the Credit Facility in a par amount not to exceed $12,485,000, and (iii) to use the proceeds of the Credit Facility (a) to pay the costs of obtaining the Credit Facility, and (b) to make a deposit into the Debt Service Reserve Fund sufficient to replace the cash and investments which were used to make certain principal and interest payments on the City Justice Center Bonds on February 15, 2009, and to satisfy the Debt Service Reserve Fund requirements under the Indenture; and

WHEREAS, it is necessary and desirable in connection with the obtaining of the Credit Facility for the City to execute and deliver certain documents and take certain other actions as herein provided.

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

Section 1. **Findings and Determinations.** The Board of Aldermen hereby finds and determines that it is necessary and in the best interests of the City:

(a) to execute the Note;

(b) to obtain the Credit Facility in a par amount not to exceed $12,485,000; and

(c) to use the proceeds of the Credit Facility (1) to pay the costs of obtaining the Credit Facility, and (2) to make a deposit into the Debt Service Reserve Fund sufficient to replace the cash and investments which were used to make certain principal and interest payments on the City Justice Center Bonds on February 15, 2009 and to satisfy the Debt Service Reserve Fund requirements under the Indenture, and the Board of Aldermen hereby appropriates such proceeds of the Credit Facility for payment of the costs of obtaining the Credit Facility and for payment into the Debt Service Reserve Fund for said purposes.

Section 2. **Authorization with Respect to Execution and Delivery of Documents.** The Comptroller of the City is hereby authorized and directed to execute and deliver the Note and such other documents, certificates, and instruments as may be necessary or desirable to facilitate the issuance by the Bank of the Credit Facility and to carry out and comply with the intent of this Ordinance, in substantially such forms not inconsistent with the provisions of this Ordinance, as the Comptroller shall approve with the advice of P.G. Corbin & Company, Inc., the financial advisor to the City with respect to the City Justice Center Bonds, and Armstrong Teasdale LLP, bond counsel, and which the City Counselor shall approve as to form, and the signature of the Comptroller shall be conclusive as to the approval of such changes or modifications by the City. The terms and provisions of the Credit Facility shall be as provided for in the Note.

Section 3. **Limited Obligation.** The obligation of the City to make payments of principal and interest and to pay other amounts under the Note, if any, is subject to annual appropriation as provided therein. The obligation of the City to make such payments under the Note shall not constitute a debt of the City and shall not directly or contingently obligate the City to make any payments beyond those appropriated for its then current fiscal year.

Section 4. **Further Authority.** The Comptroller and other appropriate officers, agents, and employees of the City are hereby authorized to take such further actions and execute such other documents as may be necessary or desirable to carry out and comply with the intent of this Ordinance, and to carry out, comply with and perform the duties of the City with respect to the Credit Agreement.

Section 5. **Emergency Clause.** By making an appropriation for the payment of principal or interest of the public debt or for current expenses of the City government, this Ordinance shall be and is hereby declared to be an emergency measure within the meaning of Article IV, Sections 19 and 20, of the Charter of the City of St. Louis, and, as such, this ordinance shall take effect immediately upon its approval by the Mayor.

Approved: May 18, 2009

ORDINANCE #68339
Board Bill No. 28

AN ORDINANCE TO PROVIDE FOR THE BORROWING OF FUNDS IN ANTICIPATION OF THE COLLECTION OF TAX PAYMENTS LEVIED BY THE CITY OF ST. LOUIS, MISSOURI FOR DEPOSIT IN ITS GENERAL REVENUE FUND FOR THE CALENDAR YEAR ENDING DECEMBER 31, 2009, AND REMAINING UNCOLLECTED AND OTHER REVENUES REMAINING TO BE COLLECTED AND DEPOSITED IN THE GENERAL REVENUE FUND FOR FISCAL YEAR ENDING JUNE 30, 2010, ALL SUCH REVENUES FOR THE GENERAL REVENUE FUND IN THE TREASURY OF THE CITY OF ST. LOUIS, MISSOURI THROUGH THE ISSUANCE BY THE CITY OF ST. LOUIS, MISSOURI OF ITS TAX AND REVENUE ANTICIPATION NOTES, AND THE ACQUIRING OF CREDIT ENHANCEMENT, IF NECESSARY, IN ORDER TO LOWER THE COST OF SUCH BORROWING; PRESCRIBING THE FORM AND DETAILS OF SUCH NOTES; AUTHORIZING AND APPROVING CERTAIN DOCUMENTS AND OTHER ACTIONS; AND CONTAINING AN EMERGENCY CLAUSE.

WHEREAS, it now appears and the Board of Aldermen of The City of St. Louis, in the State of Missouri (the "City"), so finds that the estimate of the total receipts of taxes levied by the City for deposit in its General Revenue Fund for the calendar year ending December 31, 2009, and remaining uncollected and other revenues remaining to be collected and deposited in the General Revenue Fund in the fiscal year ending June 30, 2010 is Four Hundred Fifty-Three Million Four Hundred Eight-Nine Thousand Dollars ($453,489,000); and

WHEREAS, there have become and will become due and payable on and prior to the 31st day of December, 2009, expenses and obligations of the City, payable from the General Revenue Fund, aggregating not less than the sum of Two Hundred Fifty Million Eight Hundred Seventy-Seven Thousand Five Hundred Dollars ($250,877,500); and

WHEREAS, it is the opinion of this Board of Aldermen, and this Board of Aldermen so finds, that sufficient taxes will be collected from the delinquent taxes for the year 2008 and years prior thereto, together with the taxes levied by the City for deposit in its General Revenue Fund for the calendar year ending December 31, 2009 and remaining uncollected and other revenues remaining to be collected and deposited in the City's General Revenue Fund for the City's fiscal year ending June 30, 2010, to provide for such expenditures; and

WHEREAS, this Board of Aldermen finds that sufficient funds are not and will not be available in the General Revenue Fund in the Treasury of the City on or prior to the 31st day of December, 2009, to pay all of such legal obligations chargeable to the General Revenue Fund as they will become due and payable on and prior to such date and to maintain reasonable reserves in the General Revenue Fund; and

WHEREAS, the Comptroller of the City has informed this Board of Aldermen that a cash flow deficiency amounting to a sum in excess of Fifty Million Dollars ($50,000,000) may be anticipated in the aforesaid General Revenue Fund at a time or times during the remainder of the aforesaid calendar year 2009; and

WHEREAS, this Board of Aldermen deems it desirable to maintain a reasonable reserve in the General Revenue Fund at all times during the fiscal year ending June 30, 2010; and

WHEREAS, this Board of Aldermen is authorized, under and by the Charter of The City of St. Louis (the “Charter”) and the laws of the State of Missouri, to borrow funds in anticipation of the collection of the sums to be derived from City taxes levied by the City for deposit in its General Revenue Fund for the calendar year ending December 31, 2009 and remaining uncollected and other revenues remaining to be collected and deposited in the City's General Revenue Fund for the City's fiscal year ending June 30, 2010, provided the amount of such loans at no time shall exceed this Board of Aldermen's estimate of the receipts of taxes levied by the City for deposit in its General Revenue Fund for the calendar year ending December 31, 2009 and remaining uncollected and other revenues remaining to be collected and deposited in the City's General Revenue Fund for the City's fiscal year ending June 30, 2010; and

WHEREAS, this Board of Aldermen is authorized, under and by such Charter and other relevant laws to determine the amount of such loans and the terms thereof and to execute and issue notes of the City for all funds so borrowed to the lenders thereof as evidence of such loans and of the terms of the City's obligation to repay the same; and

WHEREAS, this Board of Aldermen does now find and determine that it is necessary and advisable that the City proceed to borrow a sum not to exceed Seventy Million Dollars ($70,000,000) in anticipation of the collection of the taxes levied by the City

for deposit in its General Revenue Fund for the calendar year ending December 31, 2009 and remaining uncollected and other revenues remaining to be collected and deposited in the City's General Revenue Fund for the City's fiscal year ending June 30, 2010, in order to maintain a reasonable reserve in, and to provide funds with which to pay and discharge the expenses and obligations properly payable from the General Revenue Fund of the City in the fiscal year ending June 30, 2010, which expenses and obligations will become due and payable on and prior to the 31st day of December 2009, but for the payment and discharge of which it is hereby estimated that funds will not be available otherwise in such General Revenue Fund; and

WHEREAS, no funds heretofore have been borrowed in anticipation of the collection of such taxes and revenues; and

WHEREAS, this Board of Aldermen does now find and determine that such sum of Seventy Million Dollars ($70,000,000) will not exceed the aforesaid estimate of the receipts of taxes levied by the City for deposit in its General Revenue Fund for the calendar year ending December 31, 2009 and remaining uncollected and other revenues remaining to be collected and deposited in the City's General Revenue Fund for the City's fiscal year ending June 30, 2010; and

WHEREAS, to the end that such sum may be borrowed for such purpose, it is necessary that this Board of Aldermen shall determine the terms and other incidents of such borrowing; and

WHEREAS, this Board of Aldermen hereby finds and determines that credit enhancement (guaranteeing the payment when due of the principal of and interest on the notes issued to evidence the loan hereinafter authorized) may be necessary to improve the marketability of such notes and may decrease the net interest cost of such loan to the City; and

WHEREAS, this Board of Aldermen hereby finds and determines that it may be in the best interests of the City that the City issue its tax and revenue anticipation notes (the "Notes") in order to ease the City's cash flow difficulties for the current calendar year; and

WHEREAS, this Board of Aldermen authorizes the City, upon the approval of the Board of Estimate and Apportionment, to issue the Notes; and

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

SECTION 1. Definitions. Capitalized terms used in this Ordinance and not otherwise defined in this Ordinance shall be as defined in preambles hereto or in the Indenture (as defined below).

SECTION 2. Findings, Determinations and Declarations. The findings, determinations and declarations set forth in the preambles hereto are incorporated herein by this reference. In addition, the Board of Aldermen hereby finds, determines and declares as follows:

(a) The issuance of the Notes, the sale and delivery thereof through a negotiated sale to certain underwriters and the use of the
proceeds thereof as set forth in this Ordinance is necessary and desirable for the use and benefit of the City.

(b) In approving the issuance of the Notes and the sale and delivery thereof, it is the intention of the Board of Aldermen, that:

(i) the aggregate principal amount of the Notes shall not exceed the amount set forth in this Ordinance; and

(ii) no additional notes, bonds or other obligations of any kind or description for such purpose shall be issued or sold without authorization by a subsequent City ordinance; and

(iii) this Ordinance authorizes the issuance and sale of the Notes only.

(c) It is necessary and appropriate in connection with the issuance of the Notes that, in the Indenture, the City agrees to carry out the provisions of the Indenture.

SECTION 3. Authorization of Borrowing. In order to maintain a reasonable reserve in, and to provide funds with which to pay and discharge the expenses and obligations properly payable from the General Revenue Fund in the Treasury of the City for the fiscal year ending June 30, 2010, which expenses and obligations will become due and payable on and prior to the 31st day of December, 2009, but for the payment and discharge of which it is estimated that funds will not be available otherwise in the General

Revenue Fund, a principal sum not to exceed Seventy Million Dollars ($70,000,000), such principal sum to be determined by the Mayor and the Comptroller and evidenced by the execution of the Note Purchase Agreement, shall, upon approval of the Board of Estimate and Apportionment, be borrowed by the City for such deposit in the General Revenue Fund within the Treasury of the City in anticipation of the revenues derived from taxes levied by the City for deposit in its General Revenue Fund for the calendar year ending December 31, 2009 and remaining uncollected and other revenues remaining to be collected in the City's General Revenue Fund for the City's fiscal year ending June 30, 2010.

SECTION 4. Authorization of Notes. Upon approval by the Board of Estimate and Apportionment, the borrowing shall be evidenced by the Notes to be designated "Tax and Revenue Anticipation Notes Payable from the General Revenue Fund, Series 2009," numbered from one upward, of the denomination of Five Thousand Dollars ($5,000) and any integral multiple thereof. The Notes shall bear interest on either a variable or fixed rate basis at a rate not to exceed ten percent (10%) per annum, as may be determined by the Mayor and Comptroller, subject to the interest rate and par value limitations set forth in Chapter 108.170, Missouri Revised Statutes, as amended, computed on the basis of a three hundred sixty (360) day year comprised of twelve (12) thirty (30) day months, payable on the date of maturity of the Notes. The Notes shall be dated as of the date of original issue, and shall mature less than three hundred sixty-four (364) days from the date of original issue. The Notes shall be payable, both as to principal and interest, in lawful money of the United States at UMB Bank, N.A., as Registrar and Paying Agent (the "Registrar and Paying Agent"), in The City of St. Louis, State of Missouri.

SECTION 5. Book-Entry System; Appointment of Registrar and Paying Agent. The Notes shall be issuable as book entry notes in the form of fully registered Notes, without coupons, and the Registrar and Paying Agent may treat the person in whose name any Note is registered on the note register as the absolute owner thereof for all purposes and payment of or on account of the principal of or interest on any Note shall be made only to or upon the order of the registered owner thereof or his/her legal representative, and the City and the Registrar and Paying Agent shall not be affected by any notice to the contrary. UMB Bank, N.A., in the City of St. Louis, State of Missouri, is hereby appointed Registrar and Paying Agent for the Notes. With respect to all Notes registered in the name of The Depository Trust Company or its nominee, the City and the Registrar and Paying Agent shall recognize The Depository Trust Company or its nominee as the owner of the Notes for all purposes under this Ordinance and the Indenture.

SECTION 6. Equality of Benefits, Protection and Security. The covenants and agreements of the City contained herein, in the Indenture and in the Notes and any related document (including, without limitation, the pledge contained in Section 11 hereof) shall be for the equal benefit, protection and security of: (a) the holders of any or all of the Notes, all of which Notes shall be of equal rank and without preference or priority of one Note over any other Note in the application of the funds hereinafter pledged to the payment of the principal of and the interest on the Notes, or otherwise; and (b) the bank, banking institution, insurance company or other provider of credit enhancement, if any, selected by the Mayor and the Comptroller of the City pursuant to Section 13 hereof (collectively, the "Provider") after payment in full by the Provider of the principal of and interest on the Notes pursuant to any credit enhancement agreement (collectively, the "Credit Enhancement") and any related Reimbursement Agreement (the "Reimbursement Agreement") as authorized by Section 13 of this Ordinance.

SECTION 7. Execution of Notes. All Notes issued hereunder shall be executed on behalf of the City by the manual or facsimile signatures of the Mayor, the Comptroller and the Treasurer, and approved as to form by the City Counselor and attested by the manual or facsimile signature of the Register of the City, under the manual or facsimile corporate seal of the City.

SECTION 8. Form of Notes. The Notes and the certificates to be endorsed thereon shall be in substantially the form and executed in the manner as hereinafter set forth, with such changes therein as may be required by the Indenture with such modifications as appropriate relating to determination of whether to utilize credit enhancement, consistent with this Ordinance, all as approved by the officials executing the same:

UNITED STATES OF AMERICA
STATE OF MISSOURI
THE CITY OF ST. LOUIS
%
TAX AND REVENUE ANTICIPATION NOTE
PAYABLE FROM THE GENERAL REVENUE FUND
SERIES 2009

$ _____

No. _____
CUSIP: _____ ____
Registered Owner: _____ _

The City of St. Louis, in the State of Missouri (the "City), for value received, hereby promises to pay to the Registered

Owner specified above or registered assigns, on the _____ day of June, 2010, the sum of _____ Dollars ($_____), in lawful money of the United States of America, but only out of money in the Treasury of the City standing to the credit of the General Revenue Fund, together with interest thereon from the date hereof until the principal hereof shall have been paid, at the rate of _____ percent (_____%) per annum, computed on the basis of a three hundred sixty (360) day year, comprised of twelve (12) thirty (30) day months. Both principal of and interest on this Note are payable upon presentation and surrender at UMB Bank, N.A., as registrar and paying agent (the "Registrar and Paying Agent"), in The City of St. Louis, State of Missouri, to the person in whose name this Note is registered on the note register on the Business Day immediately preceding the maturity date thereof.

This Note and the series of which it is one are authorized to be issued by the City in anticipation of the collection of the taxes levied by the City for deposit in its General Revenue Fund for the calendar year ending December 31, 2009 and remaining uncollected and other revenues remaining to be collected in the City's General Revenue Fund for the City's fiscal year ending June 30, 2010 and are issued under and pursuant to the Charter of the City and the laws of the State of Missouri and pursuant to Ordinance No. _____ adopted by the Board of Alderman of the City on _____, 2009 and approved by the Mayor of the City on _____, 2009 (the "Ordinance") and an Indenture of Trust dated as of July 1, 2009 (the "Indenture"), between the City and the Registrar and Paying Agent, as Trustee.

The obligations evidenced by this Note and the series, numbered from one upward, of which it is a part (the "Notes"), constitute obligations for a like amount of money borrowed by the City for the General Revenue Fund in anticipation of the collection of the revenues to be derived from taxes levied by the City for deposit in its General Revenue Fund for the calendar year ending December 31, 2009 and remaining uncollected and other revenues remaining to be collected in the City's General Revenue Fund for the City's fiscal year ending June 30, 2010 and constitute a first charge upon the incoming taxes and revenues for such General Revenue Fund for such fiscal year ending June 30, 2010.

The Notes are valid and binding, special, limited obligations of the City payable solely out of and secured by a pledge of the taxes levied by the City for deposit in its General Revenue Fund for the calendar year ending December 31, 2009 and remaining uncollected and other revenues remaining to be collected in the City's General Revenue Fund for the City's fiscal year ending June 30, 2010. The Notes and the interest thereon do not constitute an indebtedness of the City, the State of Missouri or any political subdivision thereof, and the Notes do not constitute an indebtedness within the meaning of any constitutional or statutory limitation upon the incurring of indebtedness.

This Note may be transferred only upon the note register upon surrender hereof to the Registrar and Paying Agent duly endorsed for transfer or accompanied by an assignment duly executed by the registered owner or his/her attorney or legal representative in such form as shall be satisfactory to the Registrar and Paying Agent.

The City may cause to be delivered to the Registrar and Paying Agent credit enhancement (the "Credit Enhancement") issued by [(the selected Credit Enhancement provider)] (the "Provider"). The Registrar and Paying Agent shall be entitled under the Credit Enhancement to receive an amount sufficient to pay the principal of the Notes and the interest due thereon.

Upon the occurrence of the events set forth in that certain agreement (the "Reimbursement Agreement") between the City and the Provider, payment of the principal of and interest on the Notes may be accelerated by declaration made by the Provider to the City and the Registrar and Paying Agent.

Reference is made hereby to the Ordinance, the Indenture, the Reimbursement Agreement (if utilized) and the Credit Enhancement (if utilized), conformed copies of which are being held by the Registrar and Paying Agent, for the provisions, among others, with respect to the nature and extent of the rights, duties and obligations of the City, the Registrar and Paying Agent, the Provider (if utilized) and the holders of the Notes. The holder of this Note, by acceptance hereof, is deemed to have agreed and consented to the terms and provisions of the Ordinance, the Indenture, the Reimbursement Agreement (if utilized) and the Credit Enhancement (if utilized). The holder of this Note, by acceptance hereof, shall have no right to enforce the provisions of the Ordinance, the Indenture, the Reimbursement Agreement (if utilized) or the Credit Enhancement (if utilized), to institute action to enforce the covenants contained in those documents, to take any action with respect to any failure to perform any act hereinabove set forth, or to institute, appear in, or defend any suit or other proceeding with respect thereto.

It is hereby certified, warranted and represented that all acts, conditions and things required to be done, to happen and to exist, precedent to and in the issuance of this Note and the series of which it is a part, in order to make the same legal, valid and binding special, limited obligations of the City, have been done, have happened and do exist in proper form, time and manner, as required by law; that the aggregate principal amount of the borrowing evidenced by this Note and the series of which it is a part does not exceed the estimate of the receipts of taxes levied by the City for deposit in its General Revenue Fund for the calendar year ending December 31, 2009 and remaining uncollected and other revenues remaining to be collected in the City's General Revenue Fund for

the City's fiscal year ending June 30, 2010 or an amount which would alter the tax-exempt status of the interest on this Note; and that the proceeds of the taxes levied and collected in such fiscal year and other revenues for the General Revenue Fund, or so much thereof as may be necessary, and the proceeds of such taxes and revenues are hereby irrevocably pledged to the payment of this Note and the other Notes of which it is a part and the interest to accrue thereon.

IN TESTIMONY WHEREOF, The City of St. Louis, in the State of Missouri, has caused this Note to be executed on its behalf by the manual or facsimile signatures of the Mayor, the Comptroller and the Treasurer and, approved as to form by the City Counselor and attested by the manual or facsimile signature of the Register of the City, under the manual or facsimile corporate seal of the City, this day of July, 2009.

THE CITY OF ST. LOUIS, MISSOURI

_____
Francis G. Slay, Mayor

_____
Darlene Green, Comptroller

_____
Larry Williams, Treasurer

Attest:

_____
Parrie L. May, Register

(SEAL)

Approved as to form:

_____
City Counselor

(FORM OF ASSIGNMENT)
FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto:

_____,
(Please Print or Typewrite Name, Address and Social Security Number or Taxpayer Identification Number of Transferee)

the within mentioned Note and all rights thereunder, and hereby constitutes and appoints _____ to transfer the within mentioned Note on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

NOTICE: No transfer will be registered and no new Note will be issued in the name of the transferee unless the signature(s) to this assignment correspond with the name as it appears upon the face of the within Note in every particular, without alteration or enlargement or any change whatever and the Social Security or Federal Employer Identification Number of the transferee is supplied.

_____
(Name of Eligible Guarantor Institution as defined by SEC Rule 18 Ad-15 (17 CFR 240.17 Ad-15))

By: _____
Title: _____

SECTION 9. Registration of Notes. When the Notes shall have been prepared and executed as hereinabove directed, they shall be registered in the office of the Treasurer of the City in a book to be provided for that purpose, showing the number of each Note, the denomination thereof, the interest rate, the place of payment, the due date, and to whom sold and delivered, with the date

of such sale and delivery, and there shall be attached to each of such Notes a form of certificate of authentication for manual execution by the Treasurer substantially as follows:

CITY TREASURER'S AUTHENTICATION

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

It is hereby certified that the attached Note has been authenticated and registered in my office in a book kept for that purpose.

_____
Treasurer, The City of St. Louis, Missouri

SECTION 10. Limited Obligations. The Notes and the interest thereon shall constitute special, limited obligations of the City, payable solely and only from the General Revenue Fund taxes and revenues herein pledged, and such Notes shall be negotiable in all respects in accordance with the Uniform Commercial Code of the State of Missouri, as amended. The Notes and the interest thereon do not constitute an indebtedness of the City, the State of Missouri or any political subdivision thereof, and the Notes do not constitute an indebtedness within the meaning of any constitutional or statutory limitation upon the incurring of indebtedness.

SECTION 11. First Charge on Taxes. The Notes herein authorized to be issued and any obligations of the City under any Reimbursement Agreement shall be and the same are established and regarded hereby as a first charge upon the incoming taxes levied by the City for deposit in its General Revenue Fund for the calendar year ending December 31, 2009 and remaining uncollected and other revenues remaining to be collected and deposited in the City's General Revenue Fund for the City's fiscal year ending June 30, 2010, in anticipation of which the Notes are issued, and the incoming taxes and revenues, or so much thereof as may be necessary, shall be and are irrevocably pledged hereby for and to the payment of the Notes herein authorized to be issued and to the repayment of any amounts owed under any Reimbursement Agreement.

SECTION 12. Manner of Sale of Notes. The Mayor and the Comptroller of the City shall sell such Notes for the best price obtainable, either at private or public sale, as they may deem most expedient. The Comptroller and the Treasurer of the City shall be and are hereby authorized and directed to sell and deliver the Notes to the purchaser or purchasers of such Notes, upon receipt of payment from such purchaser or purchasers, of the aggregate face value of the Notes. None of the Notes shall be sold for less than par and accrued interest, if any, to the date of delivery.

SECTION 13. Authorization of Credit Enhancement. The Mayor and the Comptroller of the City are hereby authorized to enter into such an agreement with a Provider deemed by them to be appropriate for the purpose and for such a fee deemed by the Comptroller to be reasonable (but not in excess of one and one-half percent (1.50%) of the principal amount of and accrued interest, from original issue date to maturity date, on the Notes issued hereunder), as may be required to induce such Provider to issue the Credit Enhancement in which it agrees to pay the principal of and interest on the Notes issued hereunder when due. The Mayor and the Comptroller also are authorized hereby to enter into such additional concurrent agreement or agreements with any Provider providing the Credit Enhancement as may be required by that Provider in order to provide for the payment of additional interest (but at an aggregate rate not in excess of the highest rate permitted by Missouri law for each day the obligations under any applicable Reimbursement Agreement remain unpaid should that Provider not be reimbursed promptly or fully for the payment of such principal and interest when due. To the extent that the Mayor and the Comptroller determine not to obtain the Credit Enhancement, then all references to the Credit Enhancement, the Provider and the Reimbursement Agreement shall be deemed to be omitted from this Ordinance.

SECTION 14. Purpose of the Notes. The Notes herein authorized to be issued shall be prepared and executed to provide funds with which to meet and discharge the obligations of the General Revenue Fund in the Treasury of the City as such obligations accrue from time to time.

SECTION 15. Deposit and Use of Proceeds of the Notes. The proceeds received from the sale and delivery of the Notes shall be deposited immediately in the Treasury of the City to the credit of the General Revenue Fund, and the amount so credited, or so much thereof as may be necessary, shall be used and expended only in payment of the expenses and obligations properly payable from such General Revenue Fund for the fiscal year ending June 30, 2010, which have and will become due and payable on or prior to the 31st day of December, 2009.

SECTION 16. Establishment of Sinking Fund. In order to assure the availability of adequate funds on the maturity date

of the Notes, to pay the Notes or, if applicable, to reimburse the Provider as contemplated by any Reimbursement Agreement, the Comptroller of the City is hereby directed to set aside (into a separate and distinct account called the "Tax and Revenue Anticipation Notes of 2009 Sinking Fund") on her books, out of the incoming taxes levied by the City for deposit in its General Revenue Fund for the calendar year ending December 31, 2009 and remaining uncollected and other revenues remaining to be collected in the City's General Revenue Fund for the City's fiscal year ending June 30, 2010, the sum of Fifteen Million Dollars ($15,000,000) on or before April 30, 2010, the additional sum of Fifteen Million Dollars ($15,000,000) on or before May 31, 2010, and the remainder of the principal outstanding on or before the maturity date of the Notes, plus the interest which then will be due on all of such Notes on the maturity date of the Notes. Any sums on deposit in such Sinking Fund may be invested and reinvested by the Treasurer of the City.

SECTION 17. Authorization of Payment of Fees. The Registrar and Paying Agent shall be paid the usual and customary fees for its services in connection herewith, which fees shall be paid from the General Revenue Fund in the Treasury of the City, the amount of which fees shall be subject to approval by the Comptroller of the City.

SECTION 18. Tax Law Compliance. The Internal Revenue Code of 1986, as amended, imposes various requirements to maintain the exclusion from gross income for federal income tax purposes of interest on the Notes. Some of these requirements may be complied with only after the issuance of the Notes, and failure so to comply could cause interest on the Notes to be included in gross income for federal income tax purposes retroactive to the date of issuance. The City hereby covenants to comply with all such requirements.

SECTION 19. Approval of Documents.

(a) Notes. The Note form, as provided in Section 8 herein, is hereby approved on behalf of the City. The proper officials of the City are hereby authorized and directed to execute and deliver the Notes on behalf of the City in the manner provided in this Ordinance and the Indenture in such form and with such changes, modifications or completions thereof, not inconsistent with the provisions of this Ordinance, as the City officials executing the same shall approve, and the signatures of the City officials executing the same shall be conclusive as to their approval of such changes, modifications or completions on behalf of the City. If any of the officials who shall have signed or sealed any of the Notes shall cease to be such officials of the City before the Notes so signed and sealed have been actually authenticated by the Treasurer, or delivered by the City, such Notes nevertheless may be authenticated, issued and delivered with the same force and effect as though the person or persons who signed or sealed such Notes had not ceased to be such official or officials of the City; and any such Notes also may be signed and sealed on behalf of the City by those persons who, at the actual date of the execution of such Notes, shall be the proper officials of the City, although at the date of such Notes any such person shall not have been such official of the City.

(b) Indenture. The Indenture, in the form attached hereto as EXHIBIT A, is hereby approved on behalf of the City. The Mayor, the Comptroller, the Treasurer and other appropriate officials of the City, with the approval as to form by the City Counselor and after approval of the Board of Estimate and Apportionment, are hereby authorized and directed to execute and deliver the Indenture in such form and with such changes, modifications or completions thereof, not inconsistent with the provisions of this Ordinance, as the City officials executing the same shall approve, and the Register is hereby authorized and directed to affix the corporate seal of the City thereto and to attest the same, and the signatures of the City officials executing the same shall be conclusive as to their approval of such changes, modifications or completions on behalf of the City.

(c) Note Purchase Agreement. The Mayor, the Comptroller, the Treasurer, and other appropriate officials of the City, with the approval as to form by the City Counselor, are hereby authorized and directed to execute and deliver the Note Purchase Agreement, in such form not inconsistent with the provisions of this Ordinance, as the City officials executing the same shall approve, and to take such further actions and to execute and deliver such other documents as are required by the City thereunder with the signature of the City officials executing the same to be conclusive of such approval by the City.

(d) Official Statement. The Mayor, the Comptroller, the Treasurer and other appropriate City officials are hereby authorized and directed to participate in the preparation of the preliminary official statement and the final official statement for the issuance and sale of the Notes and are further authorized and directed to execute and deliver such documents with their signature thereon to be conclusive of such approval by the City.

(e) The Note Documents. The Mayor, the Comptroller, the Treasurer, and other appropriate officials of the City, with the approval as to form by the City Counselor and after approval of the Board of Estimate and Apportionment, are hereby authorized to execute and deliver the Note documents, including a Reimbursement Agreement, if required, in such form not inconsistent with the provisions of this Ordinance, as the City officials executing the same shall approve, and the Register is hereby authorized to affix the corporate seal of the City thereon and to attest the same, and the signatures of the City officials executing the same shall be conclusive as to their approval of such document on behalf of the City.

(f) The Continuing Disclosure Certificate. The Continuing Disclosure Certificate, in the form attached hereto as EXHIBIT B, is hereby approved on behalf of the City. The Mayor, the Comptroller, the Treasurer, and other appropriate officials of the City, with the approval as to form by the City Counselor and after approval of the Board of Estimate and Apportionment, are hereby authorized and directed to execute and deliver the Continuing Disclosure Certificate in such form and with changes, modifications or completions thereof, not inconsistent with the provisions of this Ordinance, as the City officials executing the same shall approve, and the signatures of the City officials executing the same shall be conclusive as to their approval of the Continuing Disclosure Certificate by the City.

(g) Tax Documents. The Mayor, the Comptroller, the Treasurer and other appropriate officials of the City with the approval as to form by the City Counselor, and other appropriate City officials are authorized and directed to execute and deliver the Tax Documents in such forms, not inconsistent with the provisions of this Ordinance, as the City officials executing the same may approve, with such changes, modifications or completions thereof, as the Mayor, the Comptroller and the Treasurer, with the approval as to form by the City Counselor, shall approve, and the Register is hereby authorized and directed to affix the corporate seal of the City thereto and to attest the same, and the signatures of the City officials executing the same shall be conclusive as to their approval of such documents on behalf of the City.

SECTION 20. Appointment of Disbursing Agent. The Board of Aldermen hereby appoints the Trustee under the Indenture to act as disbursing agent (the "Disbursing Agent") on behalf of the City, and in such capacity, to receive, hold, invest and disburse the proceeds of the Notes on behalf of the City in accordance with the Indenture.

SECTION 21. Further Action. The Mayor, the Comptroller, the Treasurer, and other appropriate officers, agents and employees of the City, upon approval of the Board of Estimate and Apportionment, are hereby authorized and directed to take such other and further action, and to execute, deliver and file such other and further documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance, and to carry out, comply with and perform the duties of the City with respect to the Notes and the Indenture.

SECTION 22. Amendments. This Ordinance has been adopted to provide for and induce the sale of the Notes and may not be repealed, amended or modified while any Notes are outstanding, except for such amendments which, in the opinion of the City Counselor and nationally recognized bond counsel, (i) shall not materially adversely affect the interests of the holders of the Notes; (ii) are required by existing or future laws; or (iii) are necessary to clarify any ambiguity, inconsistency or defective provision contained herein; provided, however, the City shall obtain the prior consent of the Provider, if any, which consent will not be unreasonably withheld.

SECTION 23. Severability. If any term or provision of this Ordinance, the Notes, or the application thereof for any reason or circumstances shall to any extent be held invalid or unenforceable, the remaining provisions or the application of such term or provision to persons in situations other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each remaining term and provision hereof and thereof shall be valid and enforceable to the fullest extent permitted by law.

SECTION 24. Emergency. The passage of this Ordinance and the payment of the obligations to be provided for hereunder are necessary for the immediate preservation of the public peace, health and safety; an emergency is hereby declared to exist under the terms and provisions of Article IV, Sections 19 and 20, of the Charter; and this Ordinance shall take effect immediately upon its approval by the Mayor.

EXHIBIT A
INDENTURE OF TRUST

This INDENTURE OF TRUST (this “Indenture”) is dated as of July 1, 2009 from The City of St. Louis, Missouri (the “City”) to UMB Bank, N.A., St. Louis, Missouri, as Trustee (the “Trustee”).

PREAMBLES:

WHEREAS, the City has found that the estimate of the total receipts of taxes levied by the City for deposit in its General Revenue Fund for the calendar year ending December 31, 2009 and remaining uncollected and other revenues remaining to be collected in the City’s General Revenue Fund for the fiscal year ending June 30, 2010 is Four Hundred Fifty-Three Million Four Hundred Eight-Nine Thousand Dollars ($453,489,000); and

WHEREAS, there have become and shall become due and payable on and prior to the 31st day of December, 2009, expenses and obligations of the City, payable from the General Revenue Fund, aggregating in excess of Two Hundred Fifty Million Eight Hundred Seventy-Seven Thousand Five Hundred Dollars ($250,877,500); and

WHEREAS, the City has determined that sufficient taxes shall be collected from the delinquent taxes for the calendar year 2008 and years prior thereto, together with the taxes levied by the City for deposit in its General Revenue Fund for the calendar year ending December 31, 2009 and remaining uncollected and other revenues remaining to be collected in the City's General Revenue Fund for the City's fiscal year ending June 30, 2010, to provide for the aforesaid expenditures; and

WHEREAS, the City has determined that funds are not and shall not be available in the General Revenue Fund in the Treasury of the City on or prior to the 31st day of December, 2009, to maintain a reasonable reserve in the City's General Revenue Fund and to pay all legal obligations chargeable to the General Revenue Fund as they shall become due and payable on and before such date; and

WHEREAS, the City has determined that a cash flow deficiency amounting to a sum in excess of Fifty Million Dollars ($50,000,000) can be anticipated in the General Revenue Fund at a time or times during the remainder of such calendar year 2009; and

WHEREAS, the City has maintained and intends to maintain in the future as a reasonable reserve a beginning fiscal year cash balance in the General Revenue Fund of an amount in excess of _____ Dollars ($_____), approximately five percent (5%) of the General Revenue Fund's annual expenditures; and

WHEREAS, the City deems it desirable to maintain a reasonable reserve in the General Revenue Fund at all times during the remainder of the fiscal year ending June 30, 2010; and

WHEREAS, the City is authorized, under and by the Charter of The City of St. Louis and the laws of the State of Missouri, to borrow funds in anticipation of the collection of the sums to be derived from taxes levied by the City for deposit in its General Revenue Fund for the calendar year ending December 31, 2009 and remaining uncollected and other revenues remaining to be collected in the City's General Revenue Fund for the City's fiscal year ending June 30, 2010, provided the amount of such loans at no time shall exceed the City's estimate of the receipt of taxes levied by the City for deposit in its General Revenue Fund for the calendar year ending December 31, 2009 and remaining uncollected and other revenues remaining to be collected in the City's General Revenue Fund for the City's fiscal year ending June 30, 2010; and

WHEREAS, the City is authorized, under and by such Charter and laws to determine the amount of such loans and the terms thereof and to execute and deliver tax and revenue anticipation notes of the City for all funds so borrowed to the lenders thereof as evidence of such loans and of the terms of the City's obligation to repay the same; and

WHEREAS, the City has found and determined that it is necessary and advisable that the City proceed to borrow the sum set forth below in anticipation of the collection of the taxes levied by the City for deposit in its General Revenue Fund for the calendar year ending December 31, 2009 and remaining uncollected and other revenues remaining to be collected in the City's General Revenue Fund for the City's fiscal year ending June 30, 2010, in order to maintain a reasonable reserve in the City's General Revenue Fund and to provide funds to pay and discharge the expenses and obligations properly payable from the General Revenue Fund of the City for the fiscal year ending June 30, 2010, which expenses and obligations shall become due and payable on and prior to the 31st day of December, 2009, but for the payment and discharge of which it is estimated that funds shall not be available otherwise in the General Revenue Fund; and

WHEREAS, the City has not heretofore issued any notes or borrowed in anticipation of the collection of such taxes and revenues; and

WHEREAS, the City has determined that the amount of Seventy Million Dollars ($70,000,000) shall not exceed the estimate of the receipts of taxes levied by the City for deposit in its General Revenue Fund for the calendar year ending December 31, 2009 and remaining uncollected and other revenues remaining to be collected in the City's General Revenue Fund for the City's fiscal year ending June 30, 2010; and

WHEREAS, to the end that the Notes (as herein defined) may be issued for such purpose, it is necessary that the City shall determine the terms and other incidents of such borrowing; and

WHEREAS, the City has determined that it is in the best interest of the City to sell the City's Tax and Revenue Anticipation Notes Payable from the General Revenue Fund, Series 2009 (the "Notes") upon such terms as set forth herein; and

WHEREAS, Ordinance No. _____ authorizing the issuance of the Notes (the "Ordinance") was adopted by the Board of Aldermen of the City on _____, 2009 and was approved by the Mayor of the City on _____, 2009; and

WHEREAS, all things necessary to make the Notes, when authenticated by the Treasurer of the City as one of the Notes issued under this Indenture provided, the valid, legal and binding special, limited obligations of the City, and to constitute this Indenture a valid, legal and binding pledge and assignment of the property, rights, interests and revenues herein made for the security of the payment of the principal of and interest on the Notes issued hereunder have been done and performed, and the execution and delivery of this Indenture and the execution and issuance of the Notes, subject to the terms hereof have in all respects been duly authorized;

NOW THEREFORE, THIS INDENTURE WITNESSETH:

GRANTING CLAUSES

That the City, in consideration of the premises, the acceptance by the Trustee of the trusts hereby created, the purchase and acceptance of the Notes by the owners thereof, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to secure the payment of the principal of and interest on all of the Notes issued and Outstanding (as defined below) under this Indenture from time to time according to their tenor and effect and to secure the performance and observance by the City of all the covenants, agreements and conditions herein and in the Notes contained, does hereby transfer, pledge and assign to the Trustee and its successors and assigns in trust forever, and does hereby grant a security interest unto the Trustee and its successors and assigns in trust, in and to all and singular the property described in paragraphs (a) and (b) below (said property being herein referred to as the "Trust Estate"), to wit:

(a) Incoming taxes levied by the City for deposit in its General Revenue Fund for the calendar year ending December 31, 2009 and remaining uncollected and other revenues remaining to be collected in the City's General Revenue Fund for the City's fiscal year ending June 30, 2010, in anticipation of which the Notes are issued; and

(b) All moneys and securities, from time to time held by the Trustee under the terms of this Indenture, and any and all other property (real, personal or mixed) of every kind and nature from time to time hereafter, by delivery or by writing of any kind, pledged, assigned or transferred as and for additional security hereunder by the City or by anyone in its behalf or with its written consent, to the Trustee, which is hereby authorized to receive any and all such property at any and all times and to hold and apply the same subject to the terms hereof.

TO HAVE AND TO HOLD, all and singular, the Trust Estate with all rights and privileges hereby transferred, pledged, assigned and/or granted or agreed or intended so to be, to the Trustee and its successors and assigns in trust forever;

IN TRUST NEVERTHELESS, upon the terms and trusts herein set forth for the equal and pro rata benefit and security of each and every owner of the Notes, without preference, priority or distinction as to participation in the lien, benefit and protection hereof of one Note over or from the others, by reason of priority in the issue or negotiation thereof; or for any other reason whatsoever, except as herein otherwise expressly provided, so that each and all of such Notes shall have the same right, lien and privilege under this Indenture and shall be equally secured hereby with the same effect as if the same had all been made, issued and negotiated simultaneously with the delivery hereof;

PROVIDED, NEVERTHELESS, and these presents are upon the express condition that, if the City or its successors or assigns shall well and truly pay or cause to be paid the principal of such Notes with interest, according to the provisions set forth in the Notes and each of them or shall provide for the payment of such Notes by depositing or causing to be deposited with the Trustee the entire amount of funds or securities requisite for payment thereof when and as authorized by the provisions hereof, and shall also pay or cause to be paid all other sums payable hereunder by the City, then these presents and the estate and rights hereby granted shall cease, determine and become void, and thereupon the Trustee, on payment of its lawful charges and disbursements then unpaid, on demand of the City and upon the payment of the cost and expenses thereof, shall duly execute, acknowledge and deliver to the City such instruments of satisfaction or release as may be necessary or proper to discharge this Indenture of record, and if necessary shall grant, reassign and deliver to the City, its successors or assigns, all and singular the property, rights, privileges and interests by it hereby granted, conveyed and assigned, and all substitutes therefor, or any part thereof; not previously disposed of or released as herein provided; otherwise this Indenture shall be and remain in full force;

THIS INDENTURE FURTHER W1TNESSETH, and it is hereby expressly declared, covenanted and agreed by and between the parties hereto, that all Notes issued and secured hereunder are to be issued, authenticated and delivered and that all the Trust Estate is to be held and applied under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes as hereinafter expressed, and the City does hereby agree and covenant with the Trustee and with the respective owners from time to time of the Notes, as follows:

1.ARTICLE I
DEFINITIONS

Section 101. Definitions of Words and Terms In addition to words and terms defined elsewhere in this Indenture, the following words and terms as used in this Indenture shall have the following meanings, unless some other meaning is plainly intended:

"Beneficial Owner" means, whenever used with respect to a Note, the person in whose name such Note is recorded as the beneficial owner of such Note by a Participant on the records of such Participant, or such person's subrogee.

"Business Day" means each Monday, Tuesday, Wednesday, Thursday or Friday on which the Paying Agent is open for business.

"Cede & Co." means Cede & Co., the nominee of DTC, and any successor nominee of DTC with respect to the Notes.

"Charter" means the Charter of the City.

"City" means The City of St. Louis, Missouri, its successors and assigns.

"Code" means the Internal Revenue Code of 1986, as amended, or any corresponding provisions of succeeding law, and the applicable temporary, proposed and final regulations and procedures related thereto.

"Continuing Disclosure Certificate" means that certain Continuing Disclosure Certificate executed by the City and dated as of July 1, 2009, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

"DTC" means The Depository Trust Company of New York, New York

"General Revenue Fund" means the General Revenue Fund in the Treasury of the City.

"Indenture" means this Indenture as from time to time amended in accordance with the terms hereof.

"Non-Arbitrage Certificate and Tax Agreement" means the certificate delivered by the City evidencing observance and compliance with provisions of the Code applicable to the Notes.

"Noteholder," "Owner," or "Registered Owner" means the person in whose name a Note is registered on the registration books maintained by the Note Registrar

"Note Registrar" means UMB Bank, N.A., St. Louis, Missouri and any successor.

"Notes" means the Tax and Revenue Anticipation Notes Payable from the General Revenue Fund, Series 2009, of the City in the principal amount of Seventy Million Dollars ($70,000,000) authorized by the Ordinance and this Indenture.

"Ordinance" means Ordinance No. _____ adopted by the Board of Aldermen of the City on _____, 2009 and approved by the Mayor of the City on _____, 2009.

"Outstanding" means, when used with reference to Notes, as of any particular date of determination, all Notes theretofore authenticated and delivered hereunder, except the following
Notes:

(a) Notes theretofore canceled by the Paying Agent or delivered to the Paying Agent for cancellation;

(b) Notes deemed to be paid in accordance with the provisions of Section 1001 hereof; and

(c) Notes in exchange for or in lieu of which other Notes have been authenticated and delivered hereunder.

"Participant" means any broker-dealer, bank or other financial institution for which DTC holds Notes as securities depository.

"Paying Agent" means UMB Bank, N.A., St. Louis, Missouri, and its successors and assigns.

"Rating Agencies" means Moody's Investors Service, Inc., Standard & Poor's Ratings Group (a division of The McGraw Hill Companies), Fitch Ratings or any other nationally recognized securities rating agency that will have assigned a rating that is then in effect with respect to the Notes, their successors and their assigns, and "Rating Agency" means each such Rating Agency.

"Representation Letter" means the Representation Letter from the City and the Paying Agent to DTC with respect to the Notes.

"Rules of Interpretation" means for all purposes of this Indenture, except as otherwise expressly provided or unless the context otherwise requires:

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

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

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

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

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

"Trustee" means UMB Bank, N.A., St. Louis, Missouri, and its successors and assigns.

ARTICLE II
AUTHORIZATION OF THE NOTES

Section 201. Authorization of the Notes. The Notes are being issued pursuant to and in full compliance with the Constitution and statutes of the State of Missouri, the Charter and the Ordinance.

The Notes are hereby authorized to be issued in the aggregate principal amount of Seventy Million Dollars ($70,000,000) to maintain a reasonable reserve in the City's General Revenue Fund and to provide funds to pay and discharge expenses and obligations properly payable from the General Revenue Fund of the City in the fiscal year ending June 30, 2010, and all moneys and securities held under the Indenture and any other property pledged or transferred to the Trustee for the benefit of the Note owners, in accordance with the trust estate created under this Indenture.

The Notes shall be valid special, limited obligations of the City, payable as to both principal and interest from the taxes levied by the City for deposit in its General Revenue Fund for the calendar year ending December 31, 2009 and remaining uncollected and other revenues remaining to be collected in the City's General Revenue Fund for the City's fiscal year ending June 30, 2010.

Section 202. Description of the Notes. The Notes shall consist of fully registered Notes without coupons, in the denomination of Five Thousand Dollars ($5,000) or any integral multiple thereof, numbered from R-l consecutively upward in the order of issuance. All of the Notes shall be dated the date of their original issuance and delivery, shall become due on June 30, 2010 and shall bear interest from their dated date at a rate of _____ percent (_____%) per annum at a price of _____% per annum.

Interest on the Notes shall be payable at maturity. Interest shall be calculated on the basis of a three hundred sixty (360) day year of twelve (12) thirty (30) day months. The Notes shall be substantially in the form provided in Article IV hereof, and shall be subject to registration, transfer and exchange as provided in Section 205 hereof.

Section 203. Designation of Paying Agent and Note Registrar. The Trustee is hereby designated as the City's Paying Agent for the payment of principal of and interest on the Notes and the Note Registrar and transfer agent with respect to the registration, transfer and exchange of Notes.

Section 204. Method and Place of Payment of Notes. The principal of and interest on the Notes shall be payable by check or draft to the Registered Owners thereof in lawful money of the United States of America upon presentation and surrender of such Notes as they become due at the principal corporate trust office of the Paying Agent and Note Registrar or such other office as the

Paying Agent and Note Registrar shall designate to the person in whose name such Note is registered on the Business Day immediately preceding the maturity date thereof. A Registered Owner of One Hundred Thousand Dollars ($100,000) or more principal amount of Notes may elect, in lieu of payment by check or draft as provided above, to receive payment of principal and interest by electronic transfer to an account designated by such Owner in writing to the Paying Agent not less than five days prior to the payment date, such designation to include the name of the bank, its ABA number and the account number to which such payment shall be deposited.

Section 205. Registration Provisions. The City shall, as long as any of the Notes herein authorized remain Outstanding, cause to be kept at the office of the Note Registrar, books for the registration of Notes as herein provided (the "Note Register").

The Notes when issued shall be registered in the names of the Owners thereof on the Note Register to be kept in the principal payment office of the Note Registrar for that purpose.

Each Note shall be made payable to the Registered Owner thereof. Each Note shall be transferable only upon the Note Register maintained by the Note Registrar by the Registered Owner thereof in person or by his/her attorney duly authorized in writing, upon surrender thereof at the principal corporate trust office of the Note Registrar together with a written instrument of transfer and with guarantee of signature satisfactory to the Note Registrar duly executed by the Registered Owner or his/her duly authorized attorney. Upon the transfer of any Note and the payment of any fee, tax or governmental charge, the Note Registrar shall issue in the name of the transferee a Note or Notes of the same aggregate principal amount and maturity as the surrendered Note, registered in the name of the transferee, in any denomination herein authorized.

Notes, upon surrender thereof at the principal payment office of the Note Registrar with a written instrument of transfer and with guarantee of signature satisfactory to the Note Registrar, duly executed by the Registered Owner or his/her duly authorized attorney, may, at the option of the Registered Owner thereof, and upon payment of any fee, tax or governmental charge required to be paid, be exchanged for an equal aggregate principal amount of Notes of the same maturity, in any denomination herein authorized.

The City, the Trustee, the Note Registrar and the Paying Agent may deem and treat the person in whose name any Note shall be registered on the Note Register as the absolute owner of such Note, whether such Note shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal amount of and interest on such Note and for all other purposes, and all such payments so made to any such Registered Owner or upon his/her order shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid, and neither the City, the Trustee, the Note Registrar nor the Paying Agent shall be affected by any notice to the contrary, but such registration may be changed as herein provided.

In the event any Registered Owner fails to provide a correct taxpayer identification number to the Paying Agent and the Note Registrar, the Paying Agent may make a charge against such Registered Owner sufficient to pay any governmental charge required to be paid as a result of such failure. In compliance with Section 3406 of the Code, such amount may be deducted by the Paying Agent from amounts otherwise payable to such Registered Owner hereunder or under the Notes.

In all cases in which the privilege of exchanging Notes or transferring Notes is exercised, the Note Registrar shall cause the Treasurer of the City to authenticate and deliver Notes in accordance with the provisions of this Indenture. For every such exchange or transfer of Notes, the Note Registrar may make a charge to the Owner of the Notes sufficient to reimburse it for any tax or other governmental charge required to be paid with respect to such exchange or transfer. The fees and charges of the Note Registrar for making any exchange or transfer provided for by this Indenture and the expense of any Note printing necessary to effect the subsequent exchange or transfer of any Note shall be paid by the City. The Note Registrar shall not be required to register, transfer or exchange Notes for a period of fifteen (15) days next preceding the maturity date of Notes.

Section 206. Execution and Delivery of the Notes. The Mayor, the Comptroller, the Treasurer and the Register of the City are hereby authorized and directed to prepare and execute the Notes in the manner hereinbefore specified, with the City Counselor's approval of the form of the Notes, and the Treasurer of the City is hereby authorized and directed to authenticate the Notes in the manner specified in the Ordinance and, when duly executed and authenticated, to deliver the Notes to the Note Registrar with instructions to deliver the Notes to or upon the order of the original purchasers thereof on payment of the purchase price to the City.

The Notes shall be executed in the name and for and on behalf of the City by the manual or facsimile signature of the Mayor, the Comptroller and the Treasurer of the City and attested by the manual or facsimile signature of the Register of the City, and the seal of the City shall be affixed to or imprinted on each Note, with the City Counselor's manual or facsimile signature thereon approving the Notes as to form. In case any official whose signature or facsimile thereof appears on any Notes shall cease to be such official before the delivery of such Notes, such signature or facsimile thereof shall nevertheless be valid and sufficient for all purposes, the same as if such person had remained in office until delivery. Any Note may be signed by such persons who at the actual time of the execution of such Note shall be the proper officials to sign such Note although at the date of such Note such persons may

not have been such officials.

The Notes shall have endorsed thereon a certificate of authentication substantially in the form provided in Section 401 hereof, which shall be manually executed by the Treasurer of the City. No Note shall be entitled to any security or benefit under this Indenture or shall be valid or obligatory for any purpose unless and until such certificate of authentication shall have been duly executed by the Treasurer of the City. Such executed certificate of authentication upon any Note shall be conclusive evidence that such Note has been duly authenticated and delivered under this Indenture.

The Notes signed, sealed and authenticated as herein provided shall be and constitute valid and binding special, limited obligations of the City according to the terms hereof, although the exchange or transfer thereof may be made at a date or dates after any official whose signature is affixed thereto shall have ceased to be the incumbent of his/her office.

Section 207. Mutilated, Lost, Stolen or Destroyed Notes. In the event any Note is mutilated, lost, stolen or destroyed, the City shall execute a new Note of like date and denomination as that mutilated, lost, stolen or destroyed, provided that, in the case of any mutilated Note, such mutilated Note shall first be surrendered to the Paying Agent and the Note Registrar, and in the case of any lost, stolen or destroyed Note, there first shall be furnished to the Paying Agent and the Note Registrar evidence of such loss, theft or destruction satisfactory to the Paying Agent and the Note Registrar, together with an indemnity of the City and the Paying Agent and the Note Registrar satisfactory to the Paying Agent and the Note Registrar which indemnity shall, in any event, name the Paying Agent and the Note Registrar as a beneficiary. In the event any such Note shall have matured or is about to mature, the Paying Agent and the Note Registrar, instead of delivering a duplicate Note, may pay the same without surrender thereof, making such requirements as it deems fit for its protection, including a lost instrument bond. The City and the Paying Agent and the Note Registrar may charge the owner of such Note with their reasonable fees and expenses for such service. In executing a new Note, the City may rely conclusively upon a representation by the Paying Agent and the Note Registrar that the Paying Agent and the Note Registrar are satisfied with the adequacy of the evidence presented concerning the mutilation, loss, theft or destruction of any Note.

Section 208. Destruction of Notes. Whenever any Outstanding Note shall be delivered to the Paying Agent and the Note Registrar for cancellation pursuant to this Indenture, or for replacement pursuant to Section 207 hereof, such Note shall be promptly cancelled and thereafter destroyed by the Note Registrar in accordance with then applicable record retention requirements, and counterparts of a certificate of cancellation shall be furnished by the Paying Agent and the Note Registrar to the City.

Section 209. Securities Depository.

(a) The Notes shall be initially issued as one authenticated fully registered note. Upon initial issuance, the ownership of such Notes shall be registered in the Note Register in the name of Cede & Co., as nominee of DTC. The Paying Agent and the Note Registrar and the City may treat DTC (or its nominee) as the sole and exclusive owner of the Notes registered in its name for the purposes of payment of the principal of, premium, if any, or interest on the Notes, selecting the Notes or portions thereof to be redeemed, giving any notice permitted or required to be given to owners of Notes under this Indenture, registering the transfer of Notes, and for all other purposes whatsoever; and neither the Paying Agent and the Note Registrar nor the City shall have any responsibility or obligation to any Participant, any person claiming a beneficial ownership interest in the Notes under or through DTC or any Participant, or any other person which is not shown on the Note Register as being an owner of any Notes, with respect to the accuracy of any records maintained by DTC or any Participant, with respect to the payment by DTC or any Participant of any amount with respect to the principal of, premium, if any, or interest on the Notes, with respect to any notice which is permitted or required to be given to owners of Notes under this Indenture, with respect to any consent given or other action taken by DTC as the owner of the Notes. So long as any Note is registered in the name of Cede & Co., as nominee of DTC, the Paying Agent shall pay all principal of, premium, if any, and interest on such Notes, and shall give all notices with respect to such Notes, only to Cede & Co. in accordance with the Representation Letter, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to the principal of, premium, if any, and interest on the Notes to the extent of the sum or sums so paid. No person other than DTC shall receive an authenticated Note evidencing the obligation of the City to make payments of principal and interest. Upon delivery by DTC to the Paying Agent of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the Notes shall be transferable to such new nominee in accordance with paragraph (d) hereof.

(b) In the event the City determines that it is in the best interest of the Beneficial Owners that they be able to obtain Note certificates, the City may notify DTC and the Paying Agent and the Note Registrar, whereupon DTC shall notify the Participants of the availability through DTC of Note certificates. In such event, the Notes shall be transferable in accordance with paragraph (d) hereof. DTC may determine to discontinue providing its services with respect to the Notes at any time by giving notice to the City and the Paying Agent and the Note Registrar and discharging its responsibilities with respect thereto under applicable law. In such event, the Notes shall be transferable in accordance with paragraph (d) hereof. The City and the Paying Agent and the Note Registrar shall be entitled to rely conclusively on the information provided to it by DTC and its Participants as to the names and addresses of

and principal amounts held by the Beneficial Owners of the Notes.

(c) The execution and delivery of the Representation Letter to DTC by the Mayor and the Comptroller of the City is hereby authorized, and the execution of the Representation Letter by the Mayor and the Comptroller of the City shall be conclusive evidence of such approval. The Representation Letter shall set forth certain matters with respect to, among other things, notices, consents and approvals by owners of the Notes and Beneficial Owners and payments on the Notes. The Paying Agent and the Note Registrar shall have the same rights with respect to its actions thereunder as it has with respect to its actions under this Indenture.

(d) In the event that any transfer or exchange of Notes is permitted under paragraph (a) or (b) hereof, such transfer or exchange shall be accomplished upon receipt by the Paying Agent and the Note Registrar of the Notes to be transferred or exchanged and appropriate instruments of transfer to the permitted transferee in accordance with the provisions of this Indenture. In the event Note certificates are issued to holders other than Cede & Co., or its successor as nominee for DTC as holder of all of the Notes, the provisions of this Indenture shall also apply to all matters relating thereto, including, without limitation, the printing of such certificates and the method of payment of principal of and interest on such certificates.

Section 210. Payments Due on Saturdays, Sundays and Holidays. In any case when the date for the payment of the principal of or interest on the Note is not a Business Day, then payment of such 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 such date, and no interest shall accrue for the period after such date.

Section 211. Nonpresentment of Notes. If the Notes are not presented for payment when the principal then becomes due, if funds sufficient to pay the Notes have been made available to the Paying Agent, all liability of the City to the Registered Owner thereof for the payment of the Notes shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the Registered Owner of such Note, who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Indenture or on, or with respect to, said Note. If any Note is not presented for payment within four (4) years following the date when such Note becomes due, the Paying Agent shall repay to the City without liability for interest thereon the funds theretofore held by it for payment of such Note, and such 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 Paying Agent, and the City shall not be liable for any interest thereon and shall not be regarded as a trustee of such moneys.

ARTICLE III
REDEMPTION

Section 301. Redemption. The Notes shall not be subject to redemption prior to maturity.

ARTICLE IV
FORM OF NOTES

Section 401. Form of Notes. The Notes and the certificate of authentication to be endorsed thereon shall be in substantially the form set forth in the Ordinance, with appropriate variations, omissions and insertions as permitted or required by this Indenture and the Ordinance.

ARTICLE V
APPLICATION OF NOTE PROCEEDS

Section 501. Disposition of Note Proceeds. The proceeds derived from the sale of the Notes net of underwriters' discount and original issue discount, plus original issue premium shall be deposited immediately in the Treasury of the City to the credit of the General Revenue Fund, and the amount so credited, or so much thereof as may be necessary, shall be used and expended only in payment of the expenses and obligations properly payable from the General Revenue Fund of the City, which have and shall become due and payable on or prior to the 31st day of December, 2009, for which the Notes have been authorized, as hereinbefore provided.

Section 502. Sinking Fund Deposits. In order to assure the availability of adequate funds on June 30, 2010, to pay the Notes, the Comptroller of the City has been directed pursuant to the Ordinance and is hereby authorized to set aside (into a separate and distinct account called the "Tax and Revenue Anticipation Notes, Series 2009 Sinking Fund") on his/her books, out of the incoming taxes levied by the City for deposit in its General Revenue Fund for the calendar year ending December 31, 2009 and remaining uncollected and other revenues remaining to be collected in the City's General Revenue Fund for the City's fiscal year

ending June 30, 2010, the principal of and interest on the Notes on or before June 30, 2010 including the requirement to set aside certain balances in accordance with Section 16 of the Ordinance. Sums on deposit in the Tax and Revenue Anticipation Notes, Series 2009 Sinking Fund may be invested and reinvested by the Treasurer of the City. The Comptroller may, but is not required to, deposit moneys from such fund with the Trustee hereunder.

ARTICLE VI
PAYMENT OF THE NOTES

Section 601. Security for the Notes; Limited Obligations. The Notes shall be valid and binding special, limited obligations of the City payable solely out of and secured by a pledge of the taxes levied by the City for deposit in its General Revenue Fund for the calendar year ending December 31, 2009 and remaining uncollected and other revenues remaining to be collected in the City's General Revenue Fund for the City's fiscal year ending June 30, 2010, and all moneys and securities held under the Indenture and any other property pledged or transferred to the Trustee for the benefit of the Note owners, in accordance with the trust estate created under this Indenture. The Notes and the interest thereon do not constitute an indebtedness of the City, the State of Missouri or any political subdivision thereof and the Notes do not constitute an indebtedness within the meaning of any constitutional or statutory limitation upon the incurring of indebtedness.

The Notes herein authorized to be issued shall be and the same are established and regarded hereby as a first charge upon incoming taxes levied by the City for deposit in its General Revenue Fund for the calendar year ending December 31, 2009 and remaining uncollected and other revenues remaining to be collected in the City's General Revenue Fund for the City's fiscal year ending June 30, 2010, in anticipation of which the Notes are issued, and the incoming taxes and revenues, or so much thereof as may be necessary, shall be and the same are irrevocably pledged hereby for and to the payment of the Notes herein authorized to be issued.

Section 602. Equal Benefit, Protection and Security. The covenants and agreements of the City contained herein, the Ordinance, the Notes and any related document (including the pledge contained in Section 601 hereof) shall be for the equal benefit, protection and security of the holders of any or all of the Notes, all of which Notes shall be of equal rank and without preference or priority of one Note over any other Note in the application of the funds herein pledged to the payment of the principal of and the interest on the Notes, or otherwise.

Section 603. Transfer of Funds for Payment. Notwithstanding any other provisions contained in this Indenture to the contrary, the principal of and interest due on the Notes on June 30, 2010 shall be transferred by the City from the General Revenue Fund and the Tax and Revenue Anticipation Notes, Series 2009 Sinking Fund to the Trustee no later than one (1) Business Day prior to maturity.

ARTICLE VII
DEPOSIT AND INVESTMENT OF FUNDS

Section 701. Deposits of Money. Cash moneys held by the City or the Trustee in trust hereunder shall be deposited with a bank or banks located in the State of Missouri which is a member of the Federal Deposit Insurance Corporation, and all such bank deposits shall be continuously and adequately secured by the banks holding such deposits as provided by the laws of the State of Missouri. All moneys held by the Trustee in trust hereunder shall be kept in a trust account separate and apart from all other funds of the City so that there shall be no commingling of such funds with any other funds of the City.

Section 702. Investment of Funds. All moneys and funds held by the City or the Trustee in trust hereunder may be invested by or at the written direction of the Treasurer of the City pursuant to and in compliance with the provisions hereof and as permitted by applicable law in direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America, or in such other obligations as shall be acceptable to the Rating Agencies; provided, however, that no such investment shall be made for a period extending longer than to the date when the moneys invested may be needed to pay the Notes. All such investments shall be titled in the name of or if held by the Trustee in trust for the account of the "Treasurer of The City of St. Louis, Missouri." All interest on any investments held by the Trustee hereunder shall accrue to and become a part of such investments. Any investment losses on funds held by the Trustee hereunder shall be borne by the City.

Section 703. Tax Covenant. The City covenants that it shall not take any action or permit any action to be taken or omit to take any action or permit the omission of any action reasonably within its control which action or omission shall cause interest on the Notes to be included in gross income for federal income taxation purposes or otherwise adversely affect the exemption of interest on the Notes from federal and State of Missouri taxation. This covenant shall survive the payment of the Notes and the termination of this Indenture as provided in Article X of this Indenture.

Section 704. Tax Document. Authorized officials of the City are hereby authorized to execute the Non-Arbitrage Certificate

and Tax Agreement on the date of delivery of the Notes, the execution thereof by such officials to be conclusive evidence of such approval.

Section 705. Transfer of Funds Upon Payment of Notes. After payment in full of the principal of, redemption premium, if any, and interest on the Notes (or provision has been made for the payment thereof as specified in this Indenture), and the fees, charges and expenses of the Trustee and any Paying Agent and any other amounts required to be paid under this Indenture, all remaining amounts held by the Trustee or the Paying Agent shall be paid to the City free and clear of the lien of this Indenture.

ARTICLE VIII
DEFAULTS AND REMEDIES

Section 801. Remedies. The provisions of this Indenture, including the covenants and agreements herein contained, shall constitute a contract between the City and the Registered Owners of the Notes. The Trustee, on behalf of the Registered Owner or Registered Owners of any of the Notes at the time Outstanding, shall have the right, for the equal benefit and protection of all Registered Owners of Notes similarly situated:

(a) By mandamus or other suit, action or proceedings at law or in equity to enforce his, her or their rights against the City and its officials, agents and employees, and to require and compel duties and obligations required by the provisions of this Indenture 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 officials, agents and employees to account as if they were 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 Registered Owners of the Notes.

Section 802. Limitation on Rights of Registered Owners.

(a) No one or more Registered Owners of the Notes secured hereby shall have any right in any manner whatever by his, her or their 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, and all proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of all Registered Owners of such Outstanding Notes.

(b) The owners of a majority in principal amount of the Notes Outstanding shall have the right, during the continuance of an event of default:

(i) to require the Trustee to proceed to enforce this Indenture, either by judicial proceedings for the enforcement of the payment of the Notes and the foreclosure of this Indenture, or otherwise; and

(ii) to direct the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee under this Indenture, provided that:

(1) such direction shall not be in conflict with any rule of law or this Indenture;

(2) the Trustee may take any other action deemed proper by the Trustee which is not inconsistent with such direction;

(3) the Trustee shall not determine that the action so directed would be unjustly prejudicial to the owners not taking part in such direction;

(4) indemnity shall have been provided to the Trustee in accordance with Section 901(b) hereof; and

(5) the Trustee shall have the right to decline to follow any such direction if the Trustee shall in good faith determine that the proceedings so directed would involve the Trustee in personal liability.

Section 803. Remedies Cumulative. No remedy conferred herein upon the Registered Owners of the Notes 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 Registered Owner of any Note 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 any Registered 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 Registered Owners of the Notes by this Indenture may be enforced and exercised from time to time and as often as may be deemed expedient. In case any suit, action or proceedings taken by any Registered Owner on account of any default or to enforce any right or exercise any remedy shall have been discontinued or abandoned for any reason, or shall have been determined adversely to such Registered Owner, then, and in every such case, the City and the Registered Owners of the Notes shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of the Registered Owners of the Notes shall continue as if no such suit, action or other proceedings had been brought or taken.

Section 804. No Acceleration. Notwithstanding anything herein or in the Ordinance to the contrary, the Notes are not subject to acceleration.

Section 805. Limitation on Suits by Noteholders. Except as provided in Section 1103 hereof, no owner of any Note shall have any right to institute any proceeding, judicial or otherwise, under or with respect to this Indenture, or for the appointment of a receiver or trustee or for any other remedy under this Indenture, unless:

(a) such owner has previously given written notice to the Trustee of a continuing event of default;

(b) the owners of not less than **25%** in principal amount of the Notes Outstanding shall have made written request to the Trustee to institute proceedings in respect of such event of default in its own name as Trustee under this Indenture;

(c) such owner or owners have offered to the Trustee indemnity as provided in this Indenture against the fees, costs, expenses and liabilities to be incurred in compliance with such request;

(d) the Trustee for **60** days after its receipt of such notice, request and offer of indemnity has failed to institute any such proceeding; and

(e) no direction inconsistent with such written request has been given to the Trustee during such **60**-day period by the owners of a majority in principal amount of the Outstanding Notes;

such notification, request and offer of indemnity are hereby declared in every case, at the option of the Trustee, to be conditions precedent to the exercise of the powers and trusts of this Indenture, and to any action or cause of action for the enforcement of this Indenture, or for the appointment of a receiver or for any other remedy hereunder, it being understood and intended that no one or more owners of the Notes shall have any right in any manner whatever by virtue of, or by availing of, any provision of this Indenture to affect, disturb or prejudice the lien of this Indenture or the rights of any other owners of the Notes, or to obtain or to seek to obtain priority or preference over any other owners or to enforce any right under this Indenture, except in the manner herein provided and for the equal and ratable benefit of all Outstanding Notes.

Notwithstanding the foregoing or any other provision in this Indenture, however, the owner of any Note shall have the right which is absolute and unconditional to receive payment of the principal of and interest on such Note on the respective stated maturity expressed in such Note and nothing contained in this Indenture shall affect or impair the right of any owner to institute suit for the enforcement of any such payment.

ARTICLE IX
TRUSTEE, PAYING AGENT AND NOTE REGISTRAR

Section 901. Duties, Immunities and Liabilities of Trustee.

(a) The Trustee, the Paying Agent and the Note Registrar (for purposes of this subsection the "Trustee") shall perform only such duties as are specifically set forth in this Indenture. The Trustee will have no implied duties. The permissive right or power to take any action may not be construed as a duty to take action under any circumstances, and the Trustee will not be liable except in the event of its negligence or willful misconduct.

(b) The Trustee will not be obligated to risk its own funds in the administration of the Trust Estate. Notwithstanding any provision herein to the contrary, the Trustee need not take any action under this Indenture which may involve it in any expense or liability until indemnified to its satisfaction for any expense or liability it reasonably believes it may incur.

(c) The Trustee is not responsible for any recitals contained in this Indenture or in the Notes, or for the filing or refiling of the Indenture or security agreements in connection therewith, or for the sufficiency of the security of the Notes. The Trustee makes no representations as to the value or condition of the Trust Estate or any part thereof, or as to the validity or sufficiency of this Indenture or of the Notes. The Trustee shall not be accountable for the use or application by the City of any of the Notes or the proceeds thereof or of any money paid to or upon the order of the City under any provision of this Indenture.

(d) Unless specifically required by this Indenture, the Trustee will not be required to give any bond or surety or report to any court despite any statute, custom or rule to the contrary.

(e) The Trustee may execute any of the duties under this Indenture by or through agents, attorneys, trustees or receivers, and the Trustee shall not be responsible for any misconduct or negligence on the part of any agent, attorney, trustee or receiver appointed with due care by it hereunder.

(f) The Trustee may consult legal counsel, may conclusively rely on the advice or the opinion of such legal counsel and will not be liable for any act or omission taken or suffered pursuant to the advice or the opinion of such counsel. The fees and expenses of the counsel will be deemed to be a proper expense of the Trustee.

(g) Notwithstanding any other provision of this Indenture to the contrary, any provision intended to provide authority to act, right to payment of fees and expenses, protection, immunity and indemnification to the Trustee shall be interpreted to include any action of the Trustee whether it is deemed to be in its capacity as Trustee, Note Registrar or Paying Agent.

(h) The Trustee shall not be responsible or liable for any loss suffered in connection with any investment of funds made by it in accordance with Section 702 hereof.

(i) The Trustee shall not be responsible for the use of any Notes executed and delivered hereunder.

Section 902. Successor Trustee, Paying Agent or Note Registrar.

(a) Any corporation or association into which the Trustee, Paying Agent or Note Registrar may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which it is a party, provided that such surviving corporation or association shall maintain an office in the State of Missouri, shall be and become the successor Trustee, Paying Agent or Note Registrar hereunder, without the execution or filing of any instrument or any further act, deed or conveyance on the part of any of the parties hereof, anything herein to the contrary notwithstanding.

(b) The Trustee, Paying Agent or Note Registrar may at any time resign by giving thirty (30) days' notice to the City. Such resignation shall not take effect until the appointment of a successor Trustee, Paying Agent or Note Registrar and acceptance of such appointment pursuant to paragraph (d) below.

(c) The Trustee, Paying Agent or Note Registrar may be removed at any time by an instrument in writing delivered to the Trustee, Paying Agent or Note Registrar by the Treasurer. In no event, however, shall any removal of the Trustee, Paying Agent or Note Registrar take effect until a successor Trustee, Paying Agent or Note Registrar shall have been appointed and accepted such appointment pursuant to paragraph (d) of this Section 902.

(d) In case the Trustee, Paying Agent or Note Registrar shall resign or be removed, or be dissolved, or shall be in the course of dissolution or liquidation, or otherwise become incapable of acting as Trustee, Paying Agent or Note Registrar, or in case it shall be taken under the control of any public officer or officers, or of a receiver appointed by a court, a successor shall be appointed by the City. Every successor Trustee, Paying Agent or Note Registrar appointed pursuant to the provisions of this Section shall be, if there be such an institution willing, qualified and able to accept the duties of the Trustee, Paying Agent or Note Registrar upon customary terms, a bank or trust company within the State of Missouri, in good standing and having reported capital and surplus of not less than Fifty Million Dollars ($50,000,000). Written notice of such appointment shall immediately be given by the City to the Owners of the Notes. Any successor Trustee, Paying Agent or Note Registrar shall execute and deliver an instrument accepting such appointment and thereupon such successor, without any further act, deed or conveyance, shall become fully vested with all rights, powers, duties and obligations of its predecessor, with like effect as if originally named as Trustee, Paying Agent or Note Registrar and the duties and obligations of the predecessor Trustee, Paying Agent or Note Registrar shall thereafter cease and terminate; but such predecessor and successor shall nevertheless, on the written request of the City, or of the successor or predecessor, execute and deliver such instruments and do such other things as may reasonably be required to more fully and certainly vest and confirm in such successor all rights, powers, duties and obligations of such predecessor. If no successor Trustee, Paying Agent or

Note Registrar has accepted appointment in the manner provided above within ninety (90) days after the Trustee, Paying Agent or Note Registrar has given notice of its resignation or has been removed as provided above, the retiring Trustee, Paying Agent or Note Registrar may petition any court of competent jurisdiction for the appointment of a temporary successor Trustee, Paying Agent or Note Registrar; provided that any Trustee, Paying Agent and Note Registrar so appointed shall immediately and without further act be superseded by a Trustee, Paying Agent or Note Registrar appointed by the City as provided above.

ARTICLE X
DEFEASANCE

Section 1001. Defeasance. When all of the Notes shall have been paid and discharged, then the requirements contained in this Indenture, except as otherwise provided in Section 703 hereof; and the pledge of the taxes levied by the City for deposit in its General Revenue Fund for the calendar year ending December 31, 2009 and remaining uncollected and other revenues remaining to be collected in the City's General Revenue Fund for the City's fiscal year ending June 30, 2010 made hereunder and all other rights granted hereby shall terminate. The Notes shall be deemed to have been paid and discharged within the meaning of this Indenture if there shall have been deposited with the Paying Agent and the Note Registrar, at or prior to the maturity date of the Notes, in trust for and irrevocably pledged thereto, monies and/or direct obligations of, or obligations the principal of and interest on which are guaranteed by, the United States of America or securities which represent an undivided interest in such obligations or securities to the extent that the Treasury of the United States of America is ultimately responsible for payment thereof; which, together with the interest to be earned on any such obligations, shall be sufficient for the payment of the principal of the Notes and interest accrued to the date of maturity or, if default in such payment shall have occurred on such date, then to the date of the tender of such payments. Any monies and obligations which at any time shall be deposited with the Paying Agent and the Note Registrar by or on behalf of the City, for the purpose of paying and discharging any of the Notes, shall be and are hereby assigned, transferred and set over to the Paying Agent and the Note Registrar in trust for the respective Owners of the Notes, and such monies shall be and are hereby irrevocably pledged to the payment and discharge hereof. All monies deposited with the Paying Agent and the Note Registrar shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Indenture.

ARTICLE XI
MISCELLANEOUS PROVISIONS

Section 1101. Governing Law. This Indenture shall be governed exclusively by and construed in accordance with the applicable laws of the State of Missouri.

Section 1102. Official Statement. The use of the Preliminary Official Statement in substantially the form approved by the Mayor and the Comptroller (the "Preliminary Official Statement") by the City and by Stifel Nicolaus & Co., Loop Capital Markets, LLC and Backstrom McCarley Berry & Co., LLC (collectively, the "Underwriters") in connection with the sale of the Notes is hereby authorized, and the City hereby approves the preparation and use by the City and by the Underwriters of such Preliminary Official Statement and a final Official Statement in substantially the form of the Preliminary Official Statement (and together with the Preliminary Official Statement, the "Official Statement") in connection with the sale of the Notes and the execution thereof by the Mayor and the Comptroller of the City. The officials of the City have participated in the preparation of the Official Statement and have determined that the Preliminary Official Statement was true, correct and complete in all material respects as of the date thereof. For the purpose of enabling the Underwriters to comply with the requirements of Rule 15c2-12(b)(1) of the Securities and Exchange Commission, the City hereby deems the information regarding the City contained in the Preliminary Official Statement to be "final" as of its date, except for the omission of such information as is permitted by Rule 15c2-12(b)(1), and the appropriate officials of the City are hereby authorized, if requested to provide the Underwriters a letter or certification to such effect and to take such other actions or execute such other documents as such officials in their reasonable judgment deem necessary to enable the Underwriters to comply with the requirements of such Rule.

Section 1103. Continuing Disclosure. The City hereby covenants and agrees that it shall comply with and carry out all of the provisions of the Continuing Disclosure Certificate. Notwithstanding any other provision of this Indenture, failure of the City to comply with the Continuing Disclosure Certificate shall not be considered a default hereunder; however, any holder of the Notes may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the City to comply with its obligations under this Section.

Section 1104. Amendment and Modification. This Indenture has been executed and delivered to provide for and induce the sale of the Notes, and may not be repealed, amended or modified while any of the Notes are Outstanding, except for such amendments which, in the opinion of counsel to the City and nationally recognized bond counsel, (i) shall not materially adversely affect the interests of the holders of the Notes, (ii) are required by existing or future laws, or (iii) are necessary to clarify any ambiguity, inconsistency or defective provision contained herein; provided, however, that there shall be no amendment or modification of this Indenture which modifies the duties, obligations, rights and privileges of the Trustee without the prior written

consent of the Trustee, which consent shall not be unreasonably withheld.

Section 1105. Copy of Indenture to the Treasurer. Immediately upon the execution and delivery of this Indenture, a certified copy hereof shall be filed with the Treasurer of the City for his information and guidance.

Section 1106. Provision of Information and Reports to the Treasurer. The Trustee shall provide a copy of all statements and documentation relating to the purchase or sale of investments held by the Trustee in trust hereunder to the Treasurer of the City as soon as practicable after each such purchase or sale. Monthly reports of the funds and accounts, if any held by the Trustee with respect to the Notes, including investment information with respect thereto, shall be provided by the Trustee to the Treasurer of the City within fifteen (15) days after the end of each month. In addition, the Trustee shall promptly provide the Treasurer with such additional information regarding the Notes, the registration of the Notes and the funds and accounts held by the Trustee with respect to the Notes, including information regarding the investment of such funds and accounts, as shall be reasonably requested by the Treasurer of the City.

Section 1107. Notices. Any notice, request, complaint, demand or other communication required or desired to be given or filed under this Indenture shall be in writing and shall be deemed duly given or filed if the same shall be duly mailed by registered or certified mail, postage prepaid, addressed as follows:

(a) To the City:

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

With a copy to the Mayor, Room 200

(b) To the Trustee:

UMB Bank, N.A.
2 South Broadway, Suite 435
St. Louis, Missouri 63102
Attention: Corporate Trust Department

(c) To the Note Owners if the same shall be duly mailed by registered or certified mail addressed to each of the Owners of Notes at the time Outstanding as shown by the note registration books kept at the principal corporate trust office of the Trustee or such other office as the Trustee shall designate.

All notices given by certified or registered mail as aforesaid shall be deemed duly given as of the date they are so mailed. The City and the Trustee may from time to time designate, by notice given hereunder to the others of such parties, such other address to which subsequent notices, certificates or other communications shall be sent

Section 1108. Suspension of Mail Service. If, because of the suspension of regular mail service or for any other reason, it is impossible or impractical to mail any notice in the manner herein provided, then such publication in lieu thereof as shall be made with the approval of the Trustee shall constitute a sufficient notice.

IN WITNESS WHEREOF, THE CITY OF ST. LOUIS, MISSOURI and UMB BANK, N.A., have caused this Indenture to be executed by their respective duly authorized representatives and their official seals to be affixed hereon as of the date set forth above.

THE CITY OF ST. LOUIS, MISSOURI

_____
Francis G. Slay, Mayor

_____
Darlene Green, Comptroller

_____
Larry Williams, Treasurer

[SEAL]

Attest:

_____
Parrie L. May, Register

Approved as to Form:

_____
City Counselor

UMB BANK, N.A., AS TRUSTEE

By:_____
Vice President

[SEAL]

Attest:

_____
Assistant Secretary

EXHIBIT B
CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (this "Disclosure Certificate") is executed and delivered by **THE CITY OF ST. LOUIS, MISSOURI** (the "City") in connection with the issuance of $70,000,000 Tax and Revenue Anticipation Notes Payable from the General Revenue Fund, Series 2009 (the "Notes"). The Notes are being issued pursuant to Ordinance No. _____ adopted by the Board of Aldermen of the City on _____, 2009 and approved by the Mayor of the City on _____, 2009 (the "Ordinance") and an Indenture of Trust dated as of July 1, 2009 (the "Indenture"), between the City and UMB Bank, N.A., St. Louis, Missouri, as Trustee (the "Trustee"). The City covenants and agrees as follows:

SECTION 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the City for the benefit of the Holders and Beneficial Owners of the Notes and in order to assist the Participating Underwriters in complying with the Rule (all as defined below). The City has determined that the City is the only "obligated person" with responsibility for continuing disclosure within the meaning of the Rule.

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

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

"Dissemination Agent" shall mean any dissemination agent designated in writing by the City and which has filed with the City a written acceptance of such designation.

"EMMA" shall mean the Electronic Municipal Market Access system for municipal securities disclosures, accessible at www.emma.msrb.org.

"Listed Events" shall mean any of the events listed in Section 3(a) herein.

"National Repository" shall mean the Municipal Securities Rulemaking Board via EMMA or such other repository then

authorized by the Securities and Exchange Commission to receive disclosure submissions under the Rule.

"Participating Underwriter" shall mean any of the original underwriters of the Notes required to comply with the Rule in connection with the offering of the Notes.

"Repository" shall mean each National Repository and each State Repository.

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

"State" shall mean the State of Missouri.

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

SECTION 3. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section 3, the City shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Notes, if material:

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

(b) Whenever the City obtains knowledge of the occurrence of a Listed Event, the City shall, as soon as possible, determine if such event would be material under applicable federal securities laws.

(c) If knowledge of the occurrence of a Listed Event would be material under applicable federal securities laws, the City shall promptly file a notice of such occurrence with each Repository, with a copy to the Trustee and the Participating Underwriters. Notwithstanding the foregoing, notice of Listed Events described in subsections (a)(4) and (5) herein need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to Holders of affected Notes pursuant to the Ordinance or the Indenture.

SECTION 4. Termination of Reporting Obligation. The City's obligations under this Disclosure Certificate shall terminate upon the legal defeasance, prior to redemption or payment in full of all the Notes. If such termination occurs prior to the final maturity of the Notes, the City shall give notice of such termination in the same manner as for a Listed Event under Section 3(a) herein.

SECTION 5. Dissemination Agent. The City may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent shall not be responsible in any manner for the content of any notice prepared by the City pursuant to this Disclosure Certificate. The Dissemination Agent may resign at any time by providing thirty (30) days' written notice to the City. The Dissemination Agent shall also have no duty or obligation to determine the materiality of the Listed Events and shall not be deemed to be acting in any fiduciary capacity for the City, any Beneficial Owner or any other party. If at any time there is not any other designated Dissemination Agent, the City shall be the Dissemination Agent.

SECTION 6. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the City may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied:

(a) If the amendment or waiver relates to the provisions of Section 3(a) herein, it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the Notes, or the type of business conducted;

(b) The undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Notes, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) The amendment or waiver either (i) is approved by the Holders of the Notes in the same manner as provided in the Indenture for amendments to the Indenture with the consent of Holders, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Holders or Beneficial Owners of the Notes.

SECTON 7. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the City from disseminating other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the City chooses to include any information in any notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the City shall have no obligation under this Disclosure Certificate to update such information or include it in any future notice of occurrence of a Listed Event.

SECTION 8. Default. In the event of a failure of the City to comply with any provision of this Disclosure Certificate, any Holder or Beneficial Owner of the Notes may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the City to comply with its obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an event of default under the Ordinance or the Indenture, and the sole remedy under this Disclosure Certificate in the event of any failure of the City to comply with this Disclosure Certificate shall be an action to compel performance.

SECTION 9. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate and the City, to the extent permitted by law, agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including reasonable attorneys fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The Dissemination Agent shall have no responsibility for the City's failure to report a Listed Event. The obligations of the City under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Notes. No provision of this Disclosure Certificate shall be interpreted to limit, prohibit or affect any right of the City or the Trustee to provide notice to the Holders of the Notes or any other person pursuant to the terms of the Indenture.

SECTION 10. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the City, the Dissemination Agent, the Participating Underwriters and Holders and the Beneficial Owners from time to time of the Notes, and shall create no rights in any other person or entity.

SECTION 11. Governing Law. This Disclosure Certificate shall be governed by the laws of the State.

This Continuing Disclosure Certificate is dated as of the date set forth above.

THE CITY OF ST. LOUIS, MISSOURI

_____
Francis G. Slay, Mayor

_____
Darlene Green, Comptroller

_____
Larry Williams, Treasurer

(SEAL)

Attest:

_____

Parrie L. May, Registrar

Approved as to form:

_____

City Counselor

Approved: May 18, 2009

ORDINANCE #68340
Board Bill No. 43

An Ordinance, recommended by the Board of Public Service of the City of St. Louis, establishing public works and improvement projects for the design and/or construction of twelve (12) American Recovery and Reinvestment Act of 2009 Projects involving various infrastructure improvements (the "ARRA Projects") including Compton Avenue Viaduct Repairs Over Union Pacific Railroad, Vandeventer Avenue Streetscape (Kingshighway to Shaw), Dr. Martin Luther King Pedestrian Lighting (City Limits to Arlington), Loughborough Avenue Bridge Widening Over Union Pacific Railroad, Manchester Avenue Pedestrian Lighting (Taylor to Sarah), Overlay and Pedestrian Improvements (Goodfellow from Delmar to Natural Bridge, and Skinker from Clayton to Page), South Grand Improvements (Arsenal to McDonald), Morgan Ford Road Signal Interconnection and Upgrades (Arsenal to City Limits), Grand Center/Grand Boulevard Streetscape (Lindell to Page), South Broadway Streetscape (Courtois to Upton), Removal of North Tucker Boulevard Bridge (Washington to Cass), and Municipal Terminal Dock Improvements (One North Market); and authorizing and directing the City of St. Louis (the "City"), by and through its Board of Public Service, to let contracts and provide for the design, construction, materials, and equipment for the ARRA Projects, authorizing the Board of Public Service to employ labor and consultants, pay salaries, fees and wages, acquire real property interests, and to enter into supplemental agreements with the Missouri Highway and Transportation Commission, Federal Highway Administration, railroads, utilities, and other governmental agencies for the ARRA Projects all in accordance with the American Reinvestment and Recovery Act of 2009, with any contract containing sections for: description of the work, material guarantees, estimated expenditure allocations, fund reversion authorization, applicable federal and state wage rate requirements, equal opportunity provisions, the Mayor's Executive Orders, and contract advertising statutes; requiring that all work provided for herein shall be carried out in accordance with detailed plans and specifications adopted and approved by the Board of Public Service before bids are advertised therefor; directing that all construction contracts let by authority of this Ordinance provide for federal and state prevailing wages requirements including prevailing wage holiday and overtime pay and compliance with all applicable statutes of the State of Missouri, the City Charter and the Revised Code of the City, as amended; requiring all specifications approved by the Board of Public Service and contracts let by authority of this Ordinance provide for compliance with the Mayor's Executive Orders on Equal Opportunity and maximum MBE/WBE/DBE utilization goals, except when superseded or prohibited by federal or state law or regulation; requiring all advertisements for bids pursuant to this Ordinance be subject to the provisions of Section 8.250 RSMo., as amended; and appropriating the total estimated cost of the twelve (12) ARRA Projects of Thirty-two Million, Five Hundred Thirty-four Thousand, Three Hundred Ninety-five Dollars ($32,534,395.00) from the American Recovery and Reinvestment Act of 2009; authorizing and directing the Comptroller of the City to draw warrants from time to time and disburse funds appropriated by this ordinance and to receive and disburse grant funds in accordance with the American Recovery and Reinvestment Act of 2009 upon the signature and certification of vouchers by the President of the Board of Public Service; and containing a public work emergency clause.

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

SECTION ONE. There are hereby authorized public works and improvement projects for the design and/or construction of twelve (12) American Recovery and Reinvestment Act of 2009 Projects involving various infrastructure improvements (the "ARRA Projects") including Compton Avenue Viaduct Repairs Over Union Pacific Railroad, Vandeventer Avenue Streetscape (Kingshighway to Shaw), Dr. Martin Luther King Pedestrian Lighting (City Limits to Arlington), Loughborough Avenue Bridge Widening Over Union Pacific Railroad, Manchester Avenue Pedestrian Lighting (Taylor to Sarah), Overlay and Pedestrian Improvements (Goodfellow from Delmar to Natural Bridge, and Skinker from Clayton to Page), South Grand Improvements (Arsenal to McDonald), Morgan Ford Road Signal Interconnection and Upgrades (Arsenal to City Limits), Grand Center/Grand Boulevard Streetscape (Lindell to Page), South Broadway Streetscape (Courtois to Upton), Removal of North Tucker Boulevard Bridge (Washington to Cass), and Municipal Terminal Dock Improvements (One North Market).

SECTION TWO. The City of St. Louis (the "City"), by and through its Board of Public Service, is hereby authorized and directed to let contracts and provide for the design, construction, materials, and equipment, for the ARRA Projects, to employ labor

and consultants, pay salaries, fees and wages, acquire real property interests for the ARRA Projects, to enter into supplemental agreements with the Missouri Highway and Transportation Commission, Federal Highway Administration, railroads, utilities, and other governmental agencies, all in accordance with the American Recovery and Reinvestment Act of 2009, with any contracts containing sections for: description of the work, material guarantees, estimated expenditure allocations, fund reversion authorization, applicable federal and state wage rate requirements, equal opportunity provisions, the Mayor's Executive Orders, and contract advertising statutes.

SECTION THREE. The work provided for herein shall be carried out in accordance with detailed plans and specifications to be adopted and approved by the Board of Public Service before bids are advertised therefor.

SECTION FOUR. All construction contracts let under authority of this Ordinance shall provide that no less than the prevailing hourly rate of wages in the City, as determined in accordance with the Federal Davis-Bacon Act and by the Department of Labor and Industrial Relations of the State of Missouri (Sections 290.210 through 290.340 RSMo. 2000, as amended,) for each craft or type of work needed in the actual labor on the jobs herein authorized, as well as the general prevailing rate of pay for legal holidays and overtime work shall be paid to all workers on the ARRA Projects. All contracts let in connection with the construction provided for herein shall be subject to, and in conformance with all applicable statutes of the State of Missouri and the City Charter and Revised Code of the City, as amended.

SECTION FIVE. All specifications approved by the Board of Public Service and contracts let under the authority of this Ordinance shall provide for compliance with the Mayor's Executive Orders on Equal Opportunity and maximum MBE/WBE/DBE utilization goals, except when otherwise superseded or prohibited by federal or state law or regulation.

SECTION SIX. All advertisement for bids pursuant to this Ordinance shall be subject to Section 8.250 RSMo. 2000, as amended.

SECTION SEVEN. The total estimated cost of the twelve (12) ARRA Projects is Thirty-two Million, Five Hundred Thirty-four Thousand, Three Hundred Ninety-five Dollars ($32,534,395.00) of which one hundred percent (100%) of the estimated cost is from the American Recovery and Reinvestment Act of 2009 to be appropriated from the Federal Aid to Urban Program Revolving Fund established by Ordinance 56931 for ARRA Projects administered by the Board of Public Service. Said improvements shall be contracted and executed in parts as funds are accrued in the Revolving Funds and are adequate to pay the City's share of the cost. ARRA Projects administered by the Board of Public Service include Compton Avenue Viaduct Repairs Over Union Pacific Railroad – Seven Hundred Fifty Thousand Dollars ($750,000.00); Vandeventer Avenue Streetscape (Kingshighway to Shaw) – Seven Hundred Seventy-eight Thousand, Three Hundred Sixty-three Dollars ($778,363.00); Dr. Martin Luther King Pedestrian Lighting (City Limits to Arlington) – One Million, Two Hundred Thousand Dollars ($1,200,000.00); Loughborough Avenue Bridge Widening Over Union Pacific Railroad – Six Hundred Thirty-One Thousand, Thirty-two Dollars ($631,032.00); Manchester Avenue Pedestrian Lighting (Taylor to Sarah) – One Million, Four Hundred Fifty Thousand Dollars ($1,450,000.00); Overlay and Pedestrian Improvements (Goodfellow from Delmar to Natural Bridge, and Skinker from Clayton to Page) – Two Million, Five Hundred Seventy-Five Thousand Dollars ($2,575,000.00); South Grand Improvements (Arsenal to McDonald) – One Million, Eight Hundred Thousand Dollars ($1,800,000.00); Morgan Ford Road Signal Interconnection and Upgrades (Arsenal to City Limits) – Two Million, Four Hundred Fifty Thousand Dollars ($2,450,000.00); Grand Center/Grand Boulevard Streetscape (Lindell to Page) – Two Million Dollars ($2,000,000.00); South Broadway Streetscape (Courtois to Upton) – One Million, Five Hundred Thousand Dollars ($1,500,000.00); Removal of North Tucker Boulevard Bridge (Washington to Cass) – Seventeen Million Dollars ($17,000,000.00); and Municipal Terminal Dock Improvements (One North Market) – Four Hundred Thousand Dollars ($400,000.00).

SECTION EIGHT. The Comptroller of the City is hereby authorized and directed to draw warrants from time to time and disburse funds appropriated by this ordinance and is further authorized and directed to receive and disburse grant funds in accordance with the American Reinvestment and Recovery Act of 2009, upon the signature and certification of vouchers by the President of the Board of Public Service. Reimbursement funds received shall be deposited into the Federal Aid to Urban Program Revolving Fund established by Ordinance 56931 for projects administered by the Board of Public Service.

SECTION NINE. The Board of Public Service is hereby authorized to accept on behalf of the City monetary donations from other governmental agencies and others to assist in paying for the work authorized in this Ordinance. Funds received shall be deposited into the Federal Aid to Urban Program Revolving Fund established by Ordinance 56931 for projects administered by the Board of Public Service.

SECTION TEN. This being an ordinance providing for public work and improvement, it is hereby declared to be an emergency measure as defined in Article IV, Sections 19 and 20 of the City Charter and shall become effective immediately upon its passage and approval by the Mayor of the City.

Approved: May 18, 2009

ORDINANCE #68341
Board Bill No. 23

An Ordinance directing the Director of Streets to close, barricade, or otherwise impede the flow of traffic from 6 am to 6 pm, Monday through Friday during the period of the St. Louis Public School Calendar year at St. Ferdinand Avenue at the west curb line of Annie Malone Drive and at St. Ferdinand Avenue at the east curb line of Billups Avenue and at Cottage Avenue at the west curb line of Annie Malone Drive and at Cottage Avenue at the east curb line of Billups 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 close, barricade, or otherwise impede the flow of traffic from 6 am to 6 pm, Monday through Friday during the period of the St. Louis Public School Calendar year at St. Ferdinand Avenue at the west curb line of Annie Malone Drive and at St. Ferdinand Avenue at the east curb line of Billups Avenue and at Cottage Avenue at the west curb line of Annie Malone Drive and at Cottage Avenue at the east curb line of Billups Avenue.

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: May 22, 2009

ORDINANCE #68342
Board Bill No. 25

An ordinance repealing Section 54 of Ordinance 49771, currently codified as Section 22.16.100 of the Revised Code of the City of St. Louis, relating to the prohibition of parading, exhibiting, or distributing advertisement, circular, or handbill in or adjoining any public park, place, and containing an emergency clause.

BE IT ORDAINED BY THE CITY OF SAINT LOUIS AS FOLLOWS:

SECTION ONE. Section 54 of Ordinance 49771, currently codified as Section 22.16.100 of the Revised Code of the City of Saint Louis, is hereby repealed.

SECTION TWO. This ordinance being deemed necessary for the immediate preservation of the public health, welfare, and safety is hereby declared an emergency measure and shall become effective immediately upon its passage and approval by the Mayor.

Approved: May 22, 2009

ORDINANCE #68343
Board Bill No. 47

An ordinance, recommended by the Board of Estimate and Apportionment, authorizing the Mayor of the City of St. Louis, on behalf of the City, to submit a Substantial Amendment to the 2008 Annual Action Plan to the United States Department of Housing and Urban Development, Office of Community Planning and Development ("HUD") as required to apply for City of St. Louis entitlement funding for the Homelessness Prevention Fund created under Title XII of Division A of the American Recovery and Reinvestment Act of 2009 (“Recovery Act”), for the purpose of providing financial assistance and services to either prevent individuals and families from becoming homeless or helping those who are experiencing homelessness to be quickly re-housed and stabilized hereinafter referred to as the referred to as the “Homelessness Prevention and Rapid Re-Housing Program (HPRP)”, further authorizing the Mayor of the City of St. Louis, on behalf of the City, to submit an application to the State of Missouri for the purpose of securing for the City additional HPRP funding awarded to the State of Missouri (hereinafter referred to as “State HPRP Funding”), authorizing and directing the Mayor and the Comptroller on behalf of the City to enter into and execute an agreement or agreements with HUD for the receipt of HPRP Entitlement Funding and an agreement or agreements with HUD and/or the State of Missouri and/or agencies and/or commissions thereof for State HPRP Funding, appropriating the sum of Eight Million One

Hundred Fifty- Six Thousands One Hundred Eighty Eight Dollars ($8,156,188) which the City has been allocated in HPRP Entitlement Funding; appropriating the lesser of Six Hundred Thousand Six Hundred Dollars ($600,600) or such lesser amount of State HPRP Funding as may be awarded to the City; authorizing and directing the Director of the Department of Human Services ("DHS") to contract with municipal agencies, non-profit corporations and other entities, as necessary for the expenditure of HPRP Entitlement Funding and State HPRP Funding; and directing the Comptroller to issue warrants thereon upon the City Treasury; and containing an emergency clause.

WHEREAS, on the effective date of March 19, 2009, the Office of the Secretary, HUD, issued a Notice advising the public of grantees, allocation amounts, requirements and waivers of regulations pursuant to Title XII of Division A of the American Recovery and Reinvestment Act of 2009 (the "Notice"); and

WHEREAS, the Notice provides that the City of St. Louis is entitled to receive the sum of Eight Million One Hundred Fifty- Six Thousands One Hundred Eighty Eight Dollars ($8,156,188) in Entitlement HPRP Funding; and

WHEREAS, the Notice further provides that, in order to receive these funds, the City of St. Louis must submit to HUD a Substantial Amendment to its Annual Plan under its Consolidated Plan in accordance with the Notice by May 18, 2009, following two public comment periods, twelve-day and 3-day comment period;

WHEREAS, the Notice further provides that the State of Missouri is entitled to receive the sum of Twelve Million Eleven Thousand Two Hundred Sixty Two Dollars ($12,011,262) in State HPRP Funding and that the State of Missouri may award a portion of such State HPRP Funding to the City of St. Louis; and

WHEREAS, the City has identified certain known appropriation needs as summarized in Exhibit A, and the City desires to appropriate both the HPRP Entitlement Funding and State HPRP Funding for these needs.

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

Section One. The Mayor of the City of St. Louis, on behalf of the City, is hereby authorized and directed to submit a Substantial Amendment to the City's 2008 Annual Plan to the Department of Housing and Urban Development in order to make application for the HPRP Entitlement Funding.

Section Two. The Mayor of the City of St. Louis, on behalf of the City, is hereby authorized and directed to submit an application to the State of Missouri and/or agencies and/or commissions thereof for the purpose of securing for the City additional State HPRP Funding.

Section Three. There is hereby appropriated the sum of Eight Million One Hundred Fifty- Six Thousands One Hundred Eighty Eight Dollars ($8,156,188) which the City has been allocated in HPRP Entitlement Funding funds for the purposes described in Exhibit A incorporated herein by reference. The Director of DHS is hereby authorized to make, negotiate and execute any and all contracts or other documents, including disbursing agreements and/or other agreements associated with eligible HPRP activities, which are necessary to carry out the City's HPRP programs, and to expend said funds for the purposes and in the amounts specified in Exhibit A attached hereto, and the Comptroller is authorized and directed to issue warrants upon the City Treasury for payment thereon. The Director of DHS is further authorized and directed to transfer funds among the purposes described in Exhibit A with the approval of the Board of Estimate and Apportionment.

Section Four. There is hereby appropriated the sum of up to Six Hundred Thousand Six Hundred Dollars ($600,600) in State HPRP Funding for which the City intends to make application to the State of Missouri and/or agencies and/or commissions thereof for the purposes described in Exhibit A incorporated herein by reference. The Director of DHS is hereby authorized to make, negotiate and execute any and all contracts or other documents which are necessary to carry out the City's HPRP programs and to expend said funds for the purposes and up to the amounts specified in Exhibit A attached hereto, and the Comptroller is authorized and directed to issue warrants upon the City Treasury for payment thereon. The Director of DHS is further authorized and directed to transfer funds among the purposes described in Exhibit A with the approval of the Board of Estimate and Apportionment.

Section Five. This being an ordinance necessary for the immediate preservation of the public peace, health and safety and making appropriations for the payment of principal and interest on public debt and for the current expenses of the City government, an emergency is hereby declared to exist within the meaning of Section 20, Article IV, of the Charter and this ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

EXHIBIT A
American Recovery and Reinvestment Act of 2009
Homelessness Prevention and Rapid Re-housing Program (HPRP)
2009 Budget

HOMELESSNESS PREVENTION	**CITY HPRP FUNDING**	**STATE HPRP FUNDING**
Financial Assistance[1]	$3,466,818	$364,570
Housing Relocation and Stabilization Services[2]	$2,200,000	$200,000
Subtotal (add previous two rows)	$5,666,818	$564,570
RAPID RE-HOUSING		
Financial Assistance[1]	$1,440,000	$0
Housing Relocation and Stabilization Services[2]	$ 560,000	$0
Subtotal (add previous two rows)	$2,000,000	$0
Data Collection and Evaluation3	$81,561	$6,000
Administration4 (up to 5% of allocation)	$407,809	$30,030
Total HPRP Amount Budgeted	**$8,156,188**	**$600,600**

DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
[Docket No. FR-5307-N-01]

Notice of Allocations, Application Procedures, and Requirements for Homelessness Prevention and Rapid Re-Housing Program Grantees under the American Recovery and Reinvestment Act of 2009

Is on file in the Register's Office.

Approved: May 22, 2009

ORDINANCE #68344
Board Bill No. 33

An ordinance authorizing the Director of Streets to temporarily close, barricade, or otherwise impede the flow of traffic at the 15' wide north/south alley in City Block 2440 at a point approximately 150 feet south of Ferry Street bounded by 11th Street, Penrose Street, Randall Place and Ferry Street in the City of St. Louis, Missouri.

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 at the following alley: The 15' wide north/south alley in City Block 2440 at a point approximately 150 feet south of Ferry Street bounded by 11th Street, Penrose Street, Randall Place and Ferry Street in the City of St. Louis, Missouri for a period of six months beginning the effective date of the passage of this ordinance.

Approved: May 26, 2009

ORDINANCE #68345
Board Bill No. 4

An ordinance authorizing and directing the Street Commissioner to take all necessary actions to honorarily designate the 4200 block of Cottage Avenue as "George D. Brantley Way."

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

SECTION ONE. Pursuant to the provisions of Ordinance 65233, the 4200 block of Cottage Avenue shall hereafter be honorarily designated as "George D. Brantley Way." The Director of Streets shall erect an honorary street-name signs at the intersections of Cottage Avenue and Billups Avenue and Cottage Avenue and Annie Malone Drive which signs shall read "George D. Brantley Way."

Approved: June 2, 2009

ORDINANCE #68346
Board Bill No. 22

An ordinance authorizing and directing the Street Commissioner to take all necessary actions to honorarily designate the 4200 block of Kennerly Avenue as "Tuskegee Airmen Lane."

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

SECTION ONE. Pursuant to the provisions of Ordinance 65233, the 4200 block of Kennerly Avenue shall hereafter be honorarily designated as "Tuskegee Airmen Lane." The Director of Streets shall erect honorary street-name signs at the intersections of Kennerly Avenue and Billlups Avenue and Kennerly Avenue and Annie Malone Drive, which signs shall read "Tuskegee Airmen Lane."

Approved: June 2, 2009

ORDINANCE #68347
Board Bill No. 6

An Ordinance recommended by the Planning Commission on April 1, 2009, to change the zoning of property as indicated on the District Map, from "A" Single-Family Dwelling District to the "F" Neighborhood Commercial District, in City Block 4752.04 (5550 Fyler), so as to include the described parcel of land in City Block 4752.04; 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 4752.04 is hereby changed to the "F" Neighborhood Commercial District, real property being particularly described and shown in Exhibit A as follows:

PART OF LOT 16 OF THE SUBDIVISION OF PETER LINDELL'S ESTATE, AND IN BLOCK 4752-W OF THE CITY OF ST. LOUIS, BEGINNING AT A POINT IN THE SOUTH LINE OF FYLER AVENUE, DISTANCE 138 FEET 7-1/4 INCHES EAST OF THE EAST LINE OF REGAL PLACE; THENCE EAST ALONG THE SOUTH LINE OF FYLER AVENUE 275 FEET TO APOINT; THENCE SOUTH AND PARALLEL WITH THE WEST LINE OF SAID LOT 16 155 FEET 6 INCHES TO APOINT; THENCE WEST AND PARALLEL WITH THE SOUTH LINE OF FYLER AVENUE 275 FEET TO THE WEST LINE OF LOT 16 THENCE NORTH ALONG THE WEST LINE OF SAID LOT 16, 155 FEET 6 INCHES 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

DISTRICT MAP

Current Zoning District

- A Single-Family Dwelling District
- B Two-Family Dwelling District
- C Multiple-Family Dwelling District
- D Multiple-Family Dwelling District
- E Multiple-Family Dwelling District
- F Neighborhood Commercial District
- G Local Commercial District
- H Area Commercial District
- I Central Business District
- J Industrial District
- K Unrestricted District
- L Jefferson Memorial District

Rezoning Area

Rezoning from "A" to "F"

PDA-036-09-REZ

CITY OF ST. LOUIS
PLANNING & URBAN DESIGN AGENCY
FRANCIS G. SLAY, Mayor

Approved: June 2, 2009

ORDINANCE #68348
Board Bill No. 7

An Ordinance recommended by the Planning Commission on February 4, 2009, to change the zoning of property as indicated on the District Map, from "D" Multiple-Family Dwelling District to the "H" Area Commercial District, in City Block 1463 (3500-18 Hartford), so as to include the described parcel of land in City Block 1463; and containing an emergency clause.

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

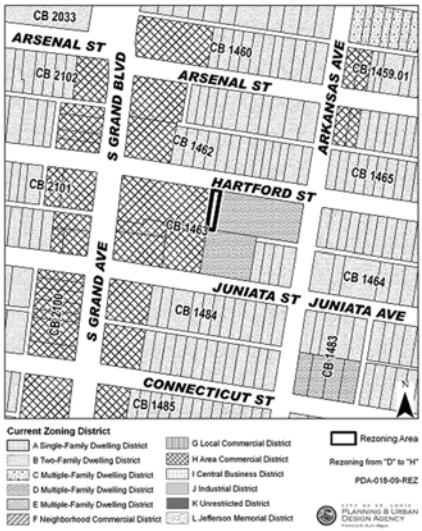
SECTION ONE. The zoning designation of certain real property located in City Block 1463 is hereby changed to the "H" Area Commercial District, real property being particularly described and shown in Exhibit A as follows:

A tract of land being part of Adjusted Lot 6 of RESUBDIVISION OF SOUTH GRAND CENTER, in Block 1463 as recorded in Plat Book 06152007, Page 0186 of the City of St. Louis, Missouri Records and being more particularly described as follows:

Commencing at the intersection of the Easterly line Grand Avenue, (80 feet wide), with the Southerly line of Hartford Street, (60 feet wide), said point of commencement being also the Northwest corner of Adjusted Lot 1 of said RESUBDIVISION OF SOUTH GRAND CENTER; thence along the Southerly right of way line of Hartford Street, South 90 degrees 00 minutes 00 seconds East, a distance of 288.72 feet to the Northwest corner of said Adjusted Lot 6 and to the POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT OF LAND; thence continuing along the Southerly right of way line of Hartford Street South 90 degrees 00 minutes 00 seconds East, a distance of 24.30 feet; thence leaving said Southerly right of way South 00 degrees 00 minutes 00 seconds East, a distance of 125.00 feet; thence North 90 degrees 00 minutes 00 seconds West a distance of 24.61 feet; thence North 00 degrees 00 minutes 00 seconds West a distance of 125.00 feet to the point of beginning, containing 3,057 square feet more or less.

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
DISTRICT MAP



Approved: June 2, 2009

ORDINANCE #68349
Board Bill No. 8

An Ordinance recommended by the Planning Commission on February 4, 2009, to change the zoning of property as indicated on the District Map, from "C" Multiple-Family Dwelling District to the "F" Neighborhood Commercial District, in City Block 1865 (3737 & 3739-41 Page, 1312-14 Prairie and 3746-52 Evans), so as to include the described parcels of land in City Block 1865; 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 1865 is hereby changed to the "F" Neighborhood Commercial District, real property being particularly described and shown in Exhibit A as follows:

Parcel 1:

Lot 36,37,38 and 39 in Block 1 of D.D. PAGE'S THIRD WESTERN ADDITION , and in BLOCK 1865 of the City of St. Louis, said Lots having an aggregate front of 100 feet on the North line of PAGE BOULEVARD, by a depth Northwardly of 113 feet, more or less, on the East line of Lot 36 to an alley and of 120 feet 2 inches on the West line of Lot 39 to the South line of Lot 2 of said Block and Subdivision.

Property Address 3739-41-43-45 Page Avenue

Locator No: 1865-00-02700

Parcel 2:

The Southern part of Lots 1 and 2 in Block 1 of D.D. PAGE'S THIRD WESTERN ADDITION to the City of St. Louis, and in Block 1865 of the City of St. Louis, Missouri, fronting 35 feet, more or less, on the East line of Prairie Avenue by depth Eastwardly of 80 feet to an alley; bounded North by property now or formerly of the Walsh Realty Company, or a line 85 feet 2 inches South of the South line of Evan Avenue. Together with all improvements thereon, if any, known and numbered as 1312 Prairie Avenue. Parcel No. 1865-00-03100.

Parcel 3:

The Northern 85 feet 2 inches of Lots 1 and 2 in Block 1 of D.D. PAGE'S THIRD WESTERN ADDITION and in Block 1865 of the City of St. Louis, having an aggregate front of 80 feet on the South line of Evans Avenue, by a depth Southwardly 85 feet 2 inches to the property now or formerly of Catherine Mary Walsh; bounded West by Prairie Avenue and East by an alley. Together with all improvements thereon, if any, known and numbered as 3746-52 Evans Avenue. Parcel No. 1865-00-0100.

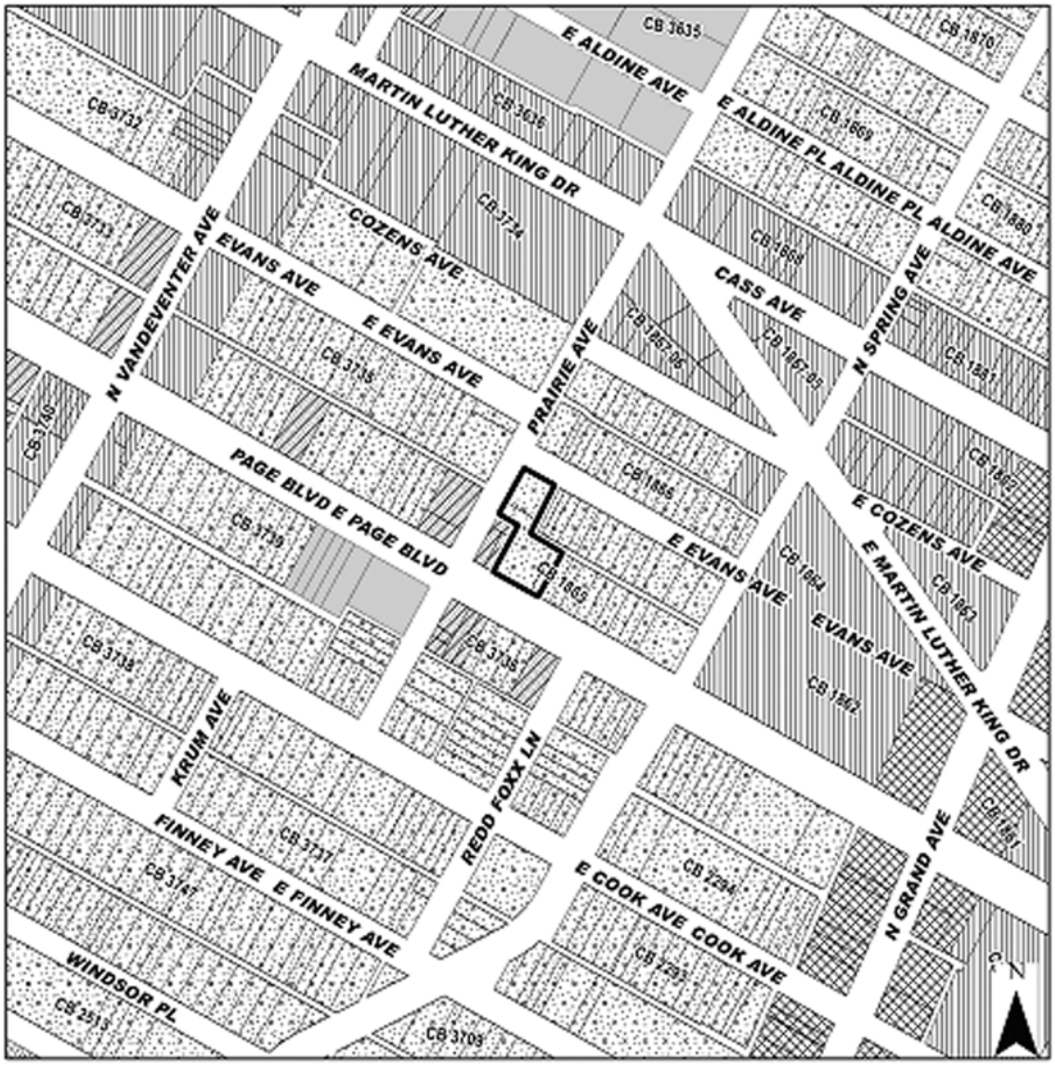
Parcel 4:

The Western part of Lot 35 in Block 1 of D.D. PAGE'S THIRD WESTERN ADDITION and in Block 1865 of the City of St. Louis and describe as: Beginning at the point of intersection of the West line of Lot 35 with the North line of Page Boulevard, thence Eastwardly along the North line of Page Boulevard 21 feet, thence Westwardly along the South line of said alley 21.5 feet to the West line of Lot 35, thence Southwardly along the West line of said Lot 35, 113 feet to the feet to the point of beginning. Together with all improvements thereon, if any, known as and numbered 3737 Page Boulevard and also know as parcel 1865-00-02600.

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

DISTRICT MAP



Current Zoning District

- A Single-Family Dwelling District
- B Two-Family Dwelling District
- C Multiple-Family Dwelling District
- D Multiple-Family Dwelling District
- E Multiple-Family Dwelling District
- F Neighborhood Commercial District
- G Local Commercial District
- H Area Commercial District
- I Central Business District
- J Industrial District
- K Unrestricted District
- L Jefferson Memorial District

Rezoning Area

Rezoning from "C" to "F"

PDA-019-09-REZ

CITY OF ST. LOUIS
PLANNING & URBAN DESIGN AGENCY
FRANCIS G. SLAY, Mayor

Approved: June 2, 2009

ORDINANCE #68350
Board Bill No. 48
Committee Substitute

An ordinance recommended by the Board of Estimate and Apportionment of the City of St. Louis, Missouri (the "City") authorizing and directing the St. Louis Municipal Finance Corporation (the "Corporation") to issue and sell its Leasehold Revenue Bonds in an aggregate principal amount not to exceed $65,000,000 in order to fund the construction, repair, improvement, and renovation of the Cervantes Convention Center (as defined herein) and of the City Floodwall, Grand Avenue Viaduct, Tucker Viaduct, and other capital projects of the City, for the general welfare, safety, and benefit of the citizens of the City, which Leasehold Revenue Bonds may be issued as (i) compound interest bonds, current interest bonds, and/or direct subsidy bonds, (ii) as Tax-Exempt Bonds or Taxable Bonds (as such terms are defined herein), and (iii) as Parity Bonds or Junior Lien Bonds, and/or as Build America Bonds (as such terms are defined herein); authorizing and directing the officers of the Corporation to execute and deliver the Supplemental Indenture (as defined herein), the Supplemental Lease Purchase Agreement (as defined herein), the Supplemental Deed of Trust (as defined herein), the Official Statement (as defined herein), and the Bond Purchase Agreement (as defined herein); authorizing the City to execute and deliver, as necessary or desirable to facilitate the transactions contemplated hereby, the Supplemental Lease Purchase Agreement, the Tax Compliance Agreement (as defined herein), the Continuing Disclosure Agreement (as defined herein), the Official Statement, and the Bond Purchase Agreement; providing for a debt service reserve fund or funds, if any, and a capitalized interest fund or funds, if any, for the Leasehold Revenue Bonds (as defined herein); authorizing the Corporation and the City to obtain credit enhancement for all or any portion of the Leasehold Revenue Bonds from one or more Credit Providers (as defined herein); authorizing the payment of any obligations due to such Credit Provider or Credit Providers, if any; and authorizing the Comptroller and any other appropriate City officials to execute the Credit Agreement (as defined herein) and other documents related thereto, if any; authorizing participation of appropriate City officials in preparing the Official Statement; authorizing the acceptance of the terms of the Bond Purchase Agreement and the taking of further actions with respect thereto; authorizing the payment of certain costs of issuance of the Leasehold Revenue Bonds; authorizing and directing the taking of other actions and approval and execution of other documents as necessary or desirable to carry out and comply with the intent hereof; superseding provisions of prior ordinances of the City to the extent inconsistent with the terms hereof; and containing an emergency clause.

WHEREAS, the Corporation holds title to the convention center located at Washington Avenue, between 7th and 8th Streets (the "Cervantes Convention Center"), located within the geographical boundaries of the City and leases the Convention Center Property (as defined herein) to the City, pursuant to which lease the City has an option to purchase the Convention Center Property for a nominal sum upon defeasance or final retirement of the Bonds (as defined herein); and

WHEREAS, the City has determined that funds are needed to construct, repair, improve, and renovate the Cervantes Convention Center (the "Convention Center Project"); and

WHEREAS, on April 6, 1993, under and by the authority of Section 67.657, RSMo, and pursuant to Ordinance 62802 of the City, the qualified voters of the City of St. Louis approved a three and one half percent (3 ½%) sales tax on the amount of sales or charges for all rooms paid by the transient guests of hotels and motels to be levied in the City to provide funds for convention, tourism, and sports facilities purposes and agencies (the "Hotel Sales Tax"); and

WHEREAS, under and by the authority of St. Louis, Mo., Rev. Code, Ch. 11, §11.42.255; Ordinance No. 56263, §3 (October 17, 1972), the City imposes a one percent (1%) license tax based upon the gross receipts due from or paid by patrons of all restaurants and itinerant restaurants doing business within the City, excluding gross receipts from the sale of any alcoholic beverage (the "Restaurant Gross Receipts Tax"); and

WHEREAS, the City holds title to the City Floodwall, Grand Avenue Viaduct, Tucker Viaduct, and other capital projects located within the geographical boundaries of the City, and the City has determined that funds are needed to construct, repair, improve, and renovate such City Floodwall, Grand Avenue Viaduct, Tucker Viaduct, and other capital projects of the City (the "Infrastructure Project"); and

WHEREAS, the City has determined that it is in the best interest of the City to direct the Corporation to issue its Leasehold Revenue Bonds in one or more Series (as defined herein) aggregating such principal amount which does not exceed $65,000,000, for the purpose, in part, of providing funds to pay all or a portion of the costs of the Convention Center Project and the Infrastructure Project; and

WHEREAS, it is necessary and desirable in connection with the issuance of the Leasehold Revenue Bonds for the City and/or the Corporation to execute and deliver certain documents, including the Supplemental Indenture, the Supplemental Lease Purchase Agreement, the Supplemental Deed of Trust, the Continuing Disclosure Agreement, the Tax Compliance Agreement, the

Official Statement, the Bond Purchase Agreement, and the Credit Agreement, if any; and that the City and the Corporation execute certain other documents, take certain other actions and approve certain other documents, as herein provided.

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

Section 1. Definitions. Capitalized terms used herein and not defined in this Ordinance shall have the meanings ascribed to such terms in the Indenture. As used in this Ordinance, the following words shall be defined as follows:

"Additional Rentals" means the Additional Rentals as defined in the Indenture.

"Ambac" means Ambac Assurance Corporation.

"Authority" means The Industrial Development Authority of the City of St. Louis, Missouri.

"Bond" or **"Bonds"** means collectively the various Series of bonds issued pursuant to the Indenture, including the Leasehold Revenue Bonds.

"Bond Purchase Agreement" means, collectively or singularly, as the context may require, one or more Bond Purchase Agreements related to the issuance and sale of the Leasehold Revenue Bonds.

"Build America Bonds" means, collectively or singularly, as the context may require, all Series of Leasehold Revenue Bonds designated by the Corporation as such pursuant to the Recovery Act, and may include direct subsidy bonds or tax credit bonds, as provided in the Recovery Act.

"Cervantes Convention Center" means the convention center located at Washington Avenue, between 7th and 8th Streets, in the City of St. Louis, Missouri.

"City" means The City of St. Louis, Missouri.

"City Documents" means the Supplemental Lease Agreement, the Tax Compliance Agreement, the Credit Agreement, if any, the Continuing Disclosure Agreement, the Bond Purchase Agreement, and such other documents, certificates, and instruments as may be necessary or desirable to facilitate the issuance of the Leasehold Revenue Bonds and to carry out and comply with the intent of this Ordinance.

"Continuing Disclosure Agreement" means, collectively or singularly, as the context may require, one or more Continuing Disclosure Agreements memorializing the City's and/or the Corporation's continuing disclosure obligations with respect to the Leasehold Revenue Bonds.

"Convention Center Project" means the construction, repair, improvement, and renovation of the Cervantes Convention Center.

"Convention Center Property" means the real property described on Exhibit B to the Lease Agreement together with any improvements constructed thereon and the personal property located thereon.

"Corporation" means the St. Louis Municipal Finance Corporation.

"Corporation Documents" means the Supplemental Indenture, the Supplemental Lease Agreement, the Supplemental Deed of Trust, the Tax Compliance Agreement, the Bond Purchase Agreement, and such other documents, certificates, and instruments as may be necessary or desirable to facilitate the issuance of the Leasehold Revenue Bonds and to carry out and comply with the intent of this Ordinance.

"Credit Agreement" means, collectively or singularly, as the context may require, any agreement or agreements by and between the Credit Provider and the City providing for Credit Enhancement.

"Credit Enhancement" means any one or more letter of credit, liquidity facility, surety bond, or bond insurance policy issued by a Credit Provider guaranteeing, providing for or insuring the payment of all or a portion of the principal of and interest on, or accreted value of, one or more Series of Leasehold Revenue Bonds as provided therein.

"Credit Provider" means the issuer or issuers of any Credit Enhancement, if any, pursuant to the Credit Agreement, if

any, and identified in the Supplemental Indenture.

"Deed of Trust" means the First Deed of Trust and Security Agreement dated as of June 15, 1993 by and among the Corporation, the mortgage trustee as provided therein, the Trustee and The Sanwa Bank, Limited, predecessor to Ambac, as credit provider; as amended and supplemented by the First Supplemental Deed of Trust, Security Agreement and Assignment dated as of August 1, 1999 by and among the Corporation, the mortgage trustee as provided therein, the Trustee, Ambac; as supplemented and restated by the Second Supplemental and Restated First Deed of Trust, Security Agreement and Assignment dated as of November 1, 2000 by and among the Corporation, the mortgage trustee as provided therein, the Trustee and Ambac; as supplemented and restated by the Third Supplemental and Restated First Deed of Trust, Security Agreement and Assignment dated as of April 16, 2003 by and among the Corporation, the mortgage trustee as provided therein, the Trustee and Ambac; as supplemented by the Fourth Supplemental and Restated First Deed of Trust, Security Agreement and Assignment dated as of May 1, 2005 by and among the Corporation, the mortgage trustee as provided therein, the Trustee, and Ambac; as supplemented by the Fifth Supplemental and Restated First Deed of Trust, Security Agreement and Assignment dated as of November 1, 2008 by and among the Corporation, the mortgage trustee as provided therein, the Trustee, and Ambac, and as may be further supplemented and restated.

"Hotel Sales Tax" has the meaning given such term in the Recitals hereof.

"Infrastructure Project" means the construction, repair, improvement, and renovation of the City Floodwall, Grand Avenue Viaduct, Tucker Viaduct, and other capital projects of the City.

"Indenture" means the Indenture of Trust dated as of June 15, 1993 by and between the Corporation and the Trustee; as supplemented by the First Supplemental Indenture of Trust dated as of June 15, 1993 by and between the Corporation and the Trustee; as supplemented by the Second Supplemental Indenture of Trust dated as of August 1, 1999 by and between the Corporation and the Trustee; as supplemented and restated by the Third Supplemental and Restated Indenture of Trust dated as of November 15, 2000 by and among the Corporation, the Authority, and the Trustee; as supplemented and restated by the Fourth Supplemental and Restated Indenture of Trust dated as of April 15, 2003 by and among the Corporation, the Authority, and the Trustee; as supplemented and restated by the Fifth Supplemental and Restated Indenture of Trust dated as of May 1, 2005 by and among the Corporation, the Authority, and the Trustee; as supplemented and restated by the Sixth Supplemental and Restated Indenture of Trust dated as of November 1, 2008 by and among the Corporation, the Authority, and the Trustee; and as may be further supplemented and restated.

"Junior Lien Bonds" means the Series 2000 Bonds, the Series 2005B Bonds, and any future series of Bonds specifically subordinate and junior to the Series 1993 Bonds, Series 2000 Bonds, Series 2003 Bonds, Series 2005 Bonds, Series 2008 Bonds, and Additional Bonds, as such terms are defined in the Indenture.

"Lease Agreement" means the Lease Purchase Agreement dated as of the June 15, 1993, pursuant to which the Corporation has conveyed a leasehold interest in the Convention Center Property to the City, and the City has leased the Convention Center Property from the Corporation and agreed to pay Rentals and Additional Rentals, subject to annual appropriation, equal to the principal of and redemption premium, if any, and interest, or accreted value of and redemption premium, if any, on the Bonds, by and between the Corporation and the City; as supplemented by the First Supplemental Lease Agreement dated as of August 1, 1999 by and between the Corporation and the City; as supplemented and restated by the Second Supplemental and Restated Lease Purchase Agreement dated as of November 15, 2000 by and among the Corporation, the City, and the Authority; as supplemented and restated by the Third Supplemental and Restated Lease Purchase Agreement dated as of April 15, 2003 by and among the Corporation, the City, and the Authority; as supplemented and restated by the Fourth Supplemental and Restated Lease Purchase Agreement dated as of May 1, 2005 by and among the Corporation, the City, and the Authority; and as supplemented and restated by the Fifth Supplemental and Restated Lease Agreement dated as of November 1, 2008 by and among the Corporation, the City, and the Authority; and as may be further supplemented and restated.

"Leasehold Revenue Bonds" means, collectively or singularly, as the context may require, all Series of Bonds authorized under this Ordinance, the aggregate initial principal amount of which shall not exceed $65,000,000, which may be issued as Parity Bonds or Junior Lien Bonds.

"Official Statement" means, collectively or singularly, as the context may require, one or more preliminary and/or final Official Statements prepared in connection with the issuance, sale, and delivery of any Series of Leasehold Revenue Bonds.

"Parity Bonds" means any and all Bonds issued under and secured by the Indenture other than the Junior Lien Bonds.

"Recovery Act" means the American Recovery and Reinvestment Act of 2009, and regulations promulgated thereunder.

"Rentals" means the Rentals as defined in the Indenture.

"Restaurant Gross Receipts Tax" has the meaning given such term in the Recitals hereof.

"Series" means all of the Leasehold Revenue Bonds delivered on original issuances in a simultaneous transaction and identified pursuant to the Supplemental Indenture authorizing the issuance of such Leasehold Revenue Bonds as a separate series, regardless of variations in maturity, interest rate, or other provisions. If a series of Leasehold Revenue Bonds is sold in installments, "Series" shall mean all of the Leasehold Revenue Bonds of such installment.

"Subsidy Payments" means any payment of funds from the United States Treasury to the Corporation for the benefit of the City, which funds represent a subsidization of a portion of the interest costs of any Build America Bonds, as provided in the Recovery Act.

"Supplemental Deed of Trust" means, collectively or singularly, as the context may require, one or more supplements, amendments, and or restatements of the Deed of Trust by and among the Corporation, the mortgage trustee as provided therein, the Trustee, and Ambac, with respect to the Leasehold Revenue Bonds.

"Supplemental Indenture" means, collectively or singularly, as the context may require, one or more Supplemental Indentures (as defined in the Indenture), by and among the Corporation, the Authority, and the Trustee, pursuant to which the Leasehold Revenue Bonds are issued.

"Supplemental Lease Purchase Agreement" means, collectively or singularly, as the context may require, one or more Supplemental Lease Purchase Agreements (as defined in the Indenture) by and among the Corporation, the City, and the Authority with respect to the Leasehold Revenue Bonds.

"Tax Compliance Agreement" means, collectively or singularly, as the context may require, one or more Tax Compliance Agreements entered into by the Corporation, the City, and the Trustee with respect to the Leasehold Revenue Bonds.

"Tax-Exempt Bonds" means any Bonds, the interest upon which is not includable in gross income for federal income tax purposes.

"Taxable Bonds" means any Bonds, the interest upon which is includable in gross income for federal income tax purposes.

"Trustee" means The Bank of New York Mellon Trust Company, N.A., formerly known as The Bank of New York Trust Company, N.A., successor to BNY Trust Company of Missouri, successor to Mark Twain Bank, as trustee, or any successor thereto under the Indenture.

"Underwriters" means the underwriters with respect to the Leasehold Revenue Bonds.

Section 2. Findings and Determinations. The Board of Aldermen hereby finds and determines that it is necessary and in the best interests of the City:

(a) to authorize and direct the Corporation to issue in one or more Series, as market conditions warrant, its Leasehold Revenue Bonds (i) to provide funds to pay all or a portion of the costs of the Convention Center Project and the Infrastructure Project, (ii) to fund a debt service reserve fund or funds, if any, and/or the purchase of Credit Enhancement, for any such Series, (iii) to fund a capitalized interest fund or funds, if any, for any such Series, and (iv) to pay reasonable expenses incurred by the Corporation and the City in connection with the issuance of any such Series; and

(b) to authorize and direct the Corporation (1) to designate, as market conditions warrant, any one or more Series of Leasehold Revenue Bonds as Build America Bonds, (2) to elect that all Subsidy Payments with respect to any Build America Bonds be received by the Corporation for the benefit of the City, and not by any Owner of such Bonds, and (3) to deposit all such Subsidy Payments received by the Corporation to the Citywide Capital Fund No. 1217; and

(c) to authorize and direct the Corporation to enter into a negotiated sale or sales of the Leasehold Revenue Bonds to the Underwriters.

Section 3. Authority and Direction to Issue the Leasehold Revenue Bonds. The City hereby authorizes and directs the Corporation, as market conditions warrant, to issue the Leasehold Revenue Bonds in one or more Series aggregating such principal amount which does not exceed $65,000,000, on behalf of the City for the purposes set forth in Section 2 hereof. The City hereby ratifies and confirms all prior actions of the Corporation taken in connection with the issuance of the Leasehold Revenue Bonds. The Leasehold Revenue Bonds (i) shall have a final maturity not more than forty-six years from their date of issuance, (ii) shall bear

interest at such variable interest rates or fixed interest rates or shall have such accreted values as the City reasonably expects will achieve an economic benefit to the City, and (iii) may be sold at a premium or at a discount with such discount not to exceed the maximum discount allowable under Missouri law. The Leasehold Revenue Bonds may be issued as (i) compound interest bonds, current interest bonds, and/or direct subsidy bonds, (ii) as Tax-Exempt Bonds or Taxable Bonds, and (iii) as Parity Bonds or Junior Lien Bonds, and/or as Build America Bonds. The City hereby authorizes and directs the Corporation to elect that all Subsidy Payments with respect to any Series of Build America Bonds be received by the Corporation and not the Owners of such Bonds, and to deposit all such Subsidy Payments received by the Corporation to the Citywide Capital Fund No. 1217. The terms and provisions of each Series of Leasehold Revenue Bonds shall be as provided in the Supplemental Indenture pursuant to which such Series is issued.

Section 4. Limited Obligations. The principal of and redemption premium, if any, and interest, or accreted value of and redemption premium, if any, on the Leasehold Revenue Bonds shall be limited obligations payable by the Corporation solely from (i) proceeds of the Leasehold Revenue Bonds, (ii) Rentals and Additional Rentals received by the Corporation from the City or by the Trustee on behalf of the Corporation and reasonably expected to be used to pay debt service on the Leasehold Revenue Bonds pursuant to the Lease Agreement, (iii) amounts available in the debt service reserve fund or funds, if any, (iv) amounts available in the capitalized interest fund or funds, if any, (v) amounts payable by the Credit Provider in connection with the Credit Enhancement, if any, on the Leasehold Revenue Bonds, and (vi) certain other funds as provided in the Indenture. The City hereby agrees that during each fiscal year or portion thereof in which the Parity Bonds remain outstanding, the City will not use Hotel Sales Tax or Restaurant Gross Receipts Tax revenues in the then-current fiscal year for any purpose other than making payments of Rentals and Additional Rentals with respect to the Parity Bonds during such then-current fiscal year unless such payments of Rentals and Additional Rentals with respect to the Parity Bonds, if any, have been provided for. The principal of and redemption premium, if any, and interest, or accreted value of and redemption premium, if any, on the Bonds do not and shall not constitute an indebtedness of the City or the State of Missouri or any instrumentality thereof within the meaning of any constitutional or statutory debt limitation or restriction. The obligation of the City to make payments of Rentals and Additional Rentals and other amounts under the Lease Agreement is subject to annual appropriation to the extent required by applicable law as provided therein. The obligation of the City to make such payments under the Lease Agreement or the Leasehold Revenue Bonds shall not constitute a debt of the City within the meaning of any applicable provisions of law. The issuance of the Leasehold Revenue Bonds will not directly or contingently obligate the City to make any payments beyond those appropriated for its then current fiscal year. Notwithstanding anything herein to the contrary, the Leasehold Revenue Bonds shall be issued in a form and under such terms as shall ensure and maintain the security and tax-exempt status of the Tax-Exempt Bonds outstanding as of the date of the issuance of any Series of the Leasehold Revenue Bonds.

Section 5. Authority and Direction to Sell the Leasehold Revenue Bonds in a Negotiated Sale or Sales. In connection with the issuance of the Leasehold Revenue Bonds, the City hereby authorizes and directs the Corporation to negotiate the sale thereof with the Underwriters, subject to the provisions of this Ordinance. The City further hereby authorizes and directs the Corporation to prepare, at the request of the Underwriters, the Official Statement, to execute and deliver the final Official Statement, and to execute and deliver the Bond Purchase Agreement, in connection with such negotiated sale or sales of the Leasehold Revenue Bonds.

Section 6. Authority and Direction to Obtain Credit Enhancement. The City hereby authorizes and directs the Corporation to obtain Credit Enhancement for any Series of Leasehold Revenue Bonds from a Credit Provider with such credit rating that, in the opinion of the Underwriters and the financial advisor, will achieve an economic benefit for the City if such Series of the Leasehold Revenue Bonds is secured by such Credit Enhancement. Any Credit Agreement executed in connection therewith may pledge Rentals and Additional Rentals on a parity basis to payment of (i) debt service on the applicable Series of Leasehold Revenue Bonds and (ii) any amounts due and owing to the Credit Provider under the Credit Agreement entered into in connection with such Series of Leasehold Revenue Bonds. The Comptroller is hereby authorized to approve the terms of any such Credit Agreement, and the Comptroller, with the advice of the City Counselor as to form thereof, is hereby authorized and directed to execute such Credit Agreement and other documents in connection therewith as required to obtain the Credit Enhancement.

Section 7. Authority and Direction to Cooperate in Qualification. The City and the Corporation shall furnish such information, execute such instruments, and take such other action in cooperation with the Underwriters as the Underwriters may reasonably request to qualify any Series of Leasehold Revenue Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions of the United States as the Underwriters may designate; provided, however, neither the City nor the Corporation shall be required to register as a dealer or broker in any such state or jurisdiction, to subject itself to service of process in any state or jurisdiction in which it is not already so subject, or to comply with any other requirements deemed by the City or the Corporation to be unduly burdensome.

Section 8. Authority and Direction to Execute and Deliver Corporation Documents. In connection with the issuance of the Leasehold Revenue Bonds, the City hereby authorizes and directs the Corporation to approve the terms of and to execute, seal, attest, and deliver the Corporation Documents in such form as shall be approved by the City Counselor and by the appropriate officers

of the Corporation executing such documents, such officers' signatures thereon being conclusive evidence of their approval thereof.

Section 9. Authorization and Direction to Execute and Deliver City Documents. The City is hereby authorized to enter into, and the Mayor and the Comptroller and such other officers of the City as are appropriate are hereby authorized and directed to execute, seal, attest, and deliver, for and on behalf of and as the act and deed of the City, City Documents in such form as shall be approved by the City Counselor and by the appropriate officers of the City executing such documents, such officers' signatures thereon being conclusive evidence of their approval thereof.

The Lease Agreement shall be for a lease term to terminate no later than the final maturity of the Bonds, subject to annual appropriation of Rentals equal to the principal of and redemption premium, if any, and interest, or accreted value of and redemption premium, if any, on the Bonds and certain Additional Rentals due under the Lease Agreement. The Lease Agreement shall further provide the City with an option to purchase the Convention Center Property upon the defeasance, or adequate provision therefor, of the Bonds outstanding. The Lease Agreement shall contain such other terms and provisions as shall adequately secure and protect the payment of the principal of and redemption premium, if any, and interest, or accreted value of and redemption premium, if any, on the due on the Bonds outstanding.

Section 10. Authorization with Respect to Sale of the Leasehold Revenue Bonds. The preparation of the Official Statement, the execution and delivery of the Official Statement by the City, and the execution and delivery of the Bond Purchase Agreement are hereby contemplated, and the Mayor, the Comptroller, and other appropriate officers, agents, and employees of the City are hereby authorized and directed to take such further actions and execute such other documents as are required by the City thereunder, with their respective signatures thereon to be evidence of such approval by the City.

The Mayor, the Comptroller, and other appropriate officers, agents, and employees of the City, with the advice and concurrence of the City Counselor, are hereby authorized and directed to participate with the Corporation and the Underwriters in the preparation of the Official Statement and to execute and deliver the Official Statement and the Continuing Disclosure Agreement as necessary and desirable in order to assist the Underwriters in complying with Rule 15c2-12 of the Securities and Exchange Commission.

Section 11. Selection of Financial Advisor and Other Participants. The Comptroller is hereby authorized to select the financial advisor and such other advisors, counsel, and participants to the transaction contemplated in this Ordinance as are desirable to further the purposes of this Ordinance.

Section 12. Further Authority. The City and the Mayor, the Comptroller, the Treasurer (as to permitted investments only), and other appropriate officers, agents, and employees of the City are hereby authorized to take such further actions and execute such other documents as may be necessary or desirable to carry out and comply with the intent of this Ordinance and to carry out, comply with and perform the duties of the City with respect to the instruments and agreements authorized hereby.

Section 13. Severability. It is hereby declared to be the intent of the Board of Aldermen that each and every part, section, and subsection of this Ordinance shall be separate and severable from each and every other part, section, and subsection hereof and that the Board of Aldermen intends to adopt each said part, section, and subsection separately and independently of any other part, section, and subsection. In the event that any part, section, or subsection of this Ordinance shall be determined to be or to have been unlawful or unconstitutional, the remaining parts, sections, and subsections shall be and remain in full force and effect, unless the court making such finding shall determine that the valid portions standing alone are incomplete and are incapable of being executed in accord with the legislative intent.

Section 14. Superseding of Inconsistent Provisions. The provisions of this Ordinance hereby amend any provision of any ordinance of the City inconsistent with the terms hereof, but only to the extent of such inconsistency.

Section 15. Emergency Clause. By making an appropriation for the payment of principal of and interest on the public debt or for current expenses of the City government, this Ordinance shall be and is hereby declared to be an emergency measure within the meaning of Article IV, Sections 19 and 20, of the Charter of the City of St. Louis, and, as such, this ordinance shall take effect immediately upon its approval by the Mayor.

Approved: June 2, 2009

ORDINANCE #68351
Board Bill No. 68

An Ordinance recommended by the Board of Public Service, authorizing and directing the Mayor and the Comptroller of

the **City of St. Louis (City)** to enter into an agreement with **Missouri Highways and Transportation Commission (MoDOT),** to expedite relocation work on Water Division Facilities. This agreement, known as the "Missouri Highways and Transportation Master Reimbursable Utility Agreement", and containing an emergency clause.

WHEREAS, in order to reduce paperwork which will improve the Business operations of the City and the Commission, it is agreed that this Master Agreement will be the only Agreement executed to cover the reimbursement of the City's costs to relocate or adjust the City's facilities required by the Commission's state-wide3 highway projects. This Agreement will remain in full force until both parties agree, in writing, that further amendments are needed, or unless the Agreement is terminated by either party.

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

SECTION ONE. The Mayor and the Comptroller, acting on behalf of the City of St. Louis, are hereby authorized and directed to enter into an Agreement with Missouri Highways and Transportation Commission execute this Agreement as described in this **EXHIBIT 1** of this Ordinance.

EXHIBIT 1

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
MASTER REIMBURSABLE UTILITY AGREEMENT

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter "Commission") and the City of St. Louis (hereinafter "City").

WITNESS THEREOF:

WHEREAS, the Commission proposes to construct and improve numerous sections of state highways designated by **Job Number, Route, and County**, in accordance with road plans filed in the office of the City Clerk in the City of St. Louis in which the job is located; and

WHEREAS, in order to improve said highway in accordance with said plans, it will be necessary to adjust certain facilities now located on private easement(s) of the City in order to maintain the present services of said City. Such changes are generally shown in legend on separate plans marked Exhibit A, and on separate estimate of cost marked Exhibit B. The percentage thereof located on private easement(s) is set out in Exhibit B and in the Section below entitled "COST"; and

WHEREAS, in order to reduce paperwork which will improve the business operations of the City and the Commission, it is agreed that this Master Agreement will be the only Agreement executed to cover the reimbursement of the City's costs to relocate or adjust the City's facilities required by the Commission's state-wide highway projects. This Agreement will remain in full force until both parties agree, in writing, that amendments are needed, or unless the Agreement is terminated by either party. It is further agreed that the Commission will acknowledge approval of Exhibits A and B on each project by letter to the City. The City agrees to accept the Commission's approval letter in the same spirit with the same effect as a fully signed utility agreement which was accepted on each Commission highway project in the past.

NOW, THEREFORE, in consideration of these mutual covenants, the parties agree as follows:

(1) USE OF RIGHT OF WAY: The City grants to the Commission the right to use the right of way within any existing street, alley or other public way which is under the jurisdiction of the City as may be necessary to construct and maintain said highway through the City.

(2) COMPLY WITH FEDERAL AID POLICY GUIDE (FAPG): The City agrees that the detail plan and estimate of cost for the required adjustment of the City's facilities have been prepared in accordance with FAPG 23 CFR 645A and any amendments which by reference are made a part of this Agreement. The City also agrees that the work hereunder will be performed in accordance with said regulation.

(3) HIGHWAY IMPROVEMENT INFORMATION: The Commission agrees to furnish the City all necessary information on the highway improvement in order to properly carry out the utility relocation. Known hazardous waste sites will be identified on the right of way.

(4) COMMISSION REPRESENTATIVE: The Commission's district engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate

by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(5) CITY (COMPANY) REPRESENTATIVE: The City shall designate a representative for each project to sign transmittal letters for Exhibits "A" and "B" approvals.

(6) COST: The Commission will furnish written approval of the City's plan of adjustment, estimate of cost and percentage of the Commission's obligation of cost for each Commission project. The Commission shall then promptly pay the City one hundred percent (100%) of the estimated cost of the Commission's obligation. When a lump sum cost estimate is approved, the Commission shall pay no more or no less than the approved Commission obligation. When an actual cost estimate is approved, the Commission shall pay the Commission's obligation. If the final invoice is greater than the Commission's payment, the Commission shall promptly pay the City the additional Commission obligation. Conversely, if the final invoice is less than the Commission's payment, the City shall promptly remit the Commission's overpayment. If the Commission instructs the City not to proceed with the work, the Commission shall reimburse the City for the Commission's hereinabove stated percentage share of the City's costs incurred prior to the date the work is canceled, as allowed pursuant to FAPG 23 CFR 645A. The City shall promptly return any funds to the Commission in excess of those actually incurred prior to the date work is canceled.

(7) CHANGE ORDER: If any substantial change is made in the original plan and extent of the work, the City agrees that reimbursement shall be limited to costs covered by a supplemental agreement or change order prepared by the Commission's resident engineer or his/her representative and having approval of the Commission and Federal Highway Administration PRIOR to the performance of the work, as set out in FAPG 23 CFR 645A.

(8) PERMIT REQUIREMENT: The City shall obtain a no cost permit from the Commission's district engineer prior to adjusting or relocating its property from, within, or onto the Commission's right of way. The permit shall be signed by an authorized City representative.

(9) SUBCONTRACT: If the City determines to contract any of the work of adjusting its facilities, it shall furnish the Commission with evidence that it is not adequately staffed or equipped to perform the work and shall comply with the procedures outlined in FAPG 23 CFR 645A relating to performing part or all of the work by contract. Furthermore, if the City solicits bids for the work, the City shall furnish the Commission a tabulation of bids received, a copy of the invitation to bid, and any other information to support the City's recommendation for award to the lowest qualified bidder prior to any contract work being performed. The City shall obtain the Commission's written approval prior to awarding the contract. The Commission's approval or disapproval shall be communicated in writing to the City no later than twenty-one (21) days after the City provides the above information to the Commission. If the Commission fails to notify the City in writing of its decision within the twenty-one (21) day period, the Commission shall be deemed to have approved the City's selection. When the lump sum method of reimbursement is approved, the Commission shall not require approval of the City's contractors.

(10) COMMENCEMENT AND COMPLETION OF WORK: After approval of the detail plan and estimate of cost and upon notification by the Commission, the City will commence, without unnecessary delay, to make the changes to its facilities. The City will actively pursue completion of the work to reach the earliest possible completion date and to minimize interference with the Commission's roadway contractor. The City agrees to provide a written estimated time schedule of its planned work and a written notification to the Commission's district engineer at least five (5) days prior to beginning the work. If the City falls behind in its work schedule, it shall submit a revised work schedule to the Commission's resident engineer. The City will make every effort to get back on schedule and complete its work.

(11) COOPERATION: When the City's relocation work is being done concurrent with the Commission's roadway contractor operation, the City agrees to cooperate and coordinate its work to minimize disturbance to the roadway contractor or other utility companies working on the project. The Commission's contractor has a contractual duty to cooperate and coordinate its activities with utility companies.

(12) BACKFILL: The City agrees to compact backfill of all excavation within the roadway limits in accordance with the Missouri Standard Specifications for Highway Construction, current edition, or as approved by the Commission's resident engineer.

(13) SAFETY DEVICES: At all times when work is being performed by the City under such conditions as will affect traffic on the public highways, the City will display warning signs, barricades, flags, lights and/or flares as circumstances may require and shall employ and use a flagger when required for safety of the traveling public, all in accordance with the standards set forth in the "Manual on Uniform Traffic Control Devices" (MUTCD).

(14) CONDITION OF RIGHT OF WAY: Upon completion of the work provided in this Agreement, all leftover materials and debris resulting from the work shall be removed by the City and the right-of-way left in a neat, workmanlike condition, free of holes, mounds of dirt, or other objectionable material.

(15) FINAL INVOICE SUBMITTAL: After completion of the utility work, the City agrees to submit a final invoice for the cost of the work to the Commission within sixty (60) days or as mutually agreed to by the City and the Commission's resident engineer or his/her representative. The final invoice shall be in as much detail as possible to verify the cost of the completed work. It should follow the format of the original cost estimate (Exhibit B) when possible to promote faster processing by the Commission. The Commission's resident engineer will process the final invoice for payment as soon as possible after receipt.

(16) AUDIT OF RECORDS: For actual cost reimbursement only, the City's final invoice shall be based on the actual direct and related indirect costs. The direct costs shall be in accordance with an established accounting procedure used by the City for its regular operations. The City shall keep a detailed and accurate account of all services, labor, materials, supplies, incidentals, additional necessary private easement acquisition, if any, and other necessary costs involved in making such changes. The Commission's resident engineer in charge of said project, or any authorized agent of the Commission or the Federal Highway Administration, shall have access during normal business hours to audit such City records. These records shall be available at no charge during the contract period and any extension thereof, and for three (3) years from the date of final payment. If the audit reveals that the City has been overpaid, the City will immediately refund to the Commission such overpayment. If the audit reveals that the City has been underpaid, the Commission will immediately pay the City the difference. For lump sum reimbursement, the Commission shall not audit the City's records.

(17) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The City shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

(18) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or respecting its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(19) ASSIGNMENT: The City shall not assign, transfer, or delegate any interest in this Agreement without the prior written consent of the Commission.

(20) CANCELLATION: It is agreed that either party may cancel this Agreement at any time by providing the other party with thirty (30) days advance written notification of such cancellation, and only after active utility relocation projects have been completed.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the last date written below.

Executed by the **City** this ____ day of _____, 20__.

Executed by the Commission this ____ day of _____, 20__.

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

_____

Title

Title _____

ATTEST:

_____
Secretary to the Commission

Approved as to Form:

_____

CITY OF ST. LOUIS

By _____

Print Name _____

ATTEST:

By _____

Title _____

Approved as to Form:

_____

Commission Counsel

Title _____

Ordinance No. _____

ACKNOWLEDGMENT BY CITY

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

On this ____ day of _____, 20__, before me personally appeared _____ known to me, who being by me duly sworn, did say that he/she is the _____ of the City of St. Louis and that said instrument was signed and sealed on behalf of the City of St. Louis and that he/she acknowledged said instrument to be the free act and deed of the City of St. Louis and that it was executed for the consideration stated therein and no other.

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

_____
Notary Public

My Commission Expires: _____

ACKNOWLEDGMENT BY COMMISSION

STATE OF MISSOURI)
) ss
COUNTY OF COLE)

On this ____ day of _____, 20__, before me personally appeared _____ known to me, who being by me duly sworn, did say that he/she is the ____ of the Missouri Highways and Transportation Commission and the seal affixed to the foregoing instrument is the official seal of said Commission and that said instrument was signed in behalf of said Commission by authority of the Missouri Highways and Transportation Commission and said _____ acknowledged said instrument to be the free act and deed of said Commission.

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

_____
Notary Public

My Commission Expires: _____

Approved: June 2, 2009

ORDINANCE #68352
Board Bill No. 26

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 "First Amendment To Lambert-St. Louis International Airports® (the "Airport") Concession Agreement (Airport Spa)" (the "First Amendment") to the Airport Spa Concession Agreement AL-431 between the City and XpresSpa St. Louis Airport, LLC, (the "Concessionaire") a corporation organized and existing under the laws of the State of New York, and authorized by City Ordinance No. 67907, approved March 3, 2008 (the "Agreement"); the First Amendment, which is attached hereto as ATTACHMENT "1" and made a part hereto, was approved by the City's Airport Commission, and its terms more fully described in Section One of this Ordinance; providing that the provisions set forth in this Ordinance shall be applicable exclusively the Agreement as amended by

the First Amendment; 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 Lambert-St. Louis International Airport® (the "Airport") Concession Agreement (Airport Spa) (the "First Amendment") to the Airport Spa Concession Agreement AL-431 between the City and XpresSpa St. Louis Airport, LLC (the "Concessionaire"), a corporation organized and exiting under the laws of the State of New York, and authorized by City Ordinance No. 67907, Approved March 3 2008 (the "Agreement"); the First Amendment to the Agreement, which was Approved by the City's Airport Commission, is to read in words and figures as set out in ATTACHMENT "1" and is attached hereto and made part hereof.

SECTION TWO. The terms, covenants, and conditions set forth in this Ordinance shall be applicable exclusively to the Agreement as amended by the First Amendment and shall not be applicable to any other existing or future agreements, documents, or instruments unless specifically authorized by an ordinance 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, 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 FOUR. 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

AIRPORT NUMBER...431

FIRST AMENDMENT
TO
LAMBERT-ST. LOUIS INTERNATIONAL AIRPORT®
CONCESSION AGREEMENT
(AIRPORT SPA)

THIS FIRST AMENDMENT, entered into this _____ day of _____, 2009, by and between the CITY OF ST. LOUIS (**"City"**), a municipal corporation of the State of Missouri, and XpresSpa St. Louis Airport, LLC (**"Concessionaire"**), a corporation organized and existing under the laws of the State of New York, hereinafter the **"First Amendment"**.

WITNESSETH THAT:

WHEREAS, City and Concessionaire are parties to a Concession Agreement (AL-431) for an Airport Spa dated April 3, 2008 (**"Agreement"**) authorized by Ordinance 67907, approved March 3, 2008; and,

WHEREAS, the parties desire to revise certain terms and conditions of the Agreement and change the Concession Fees.

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

SECTION ONE: Section 101 Definitions. The definition of **"Build Out Period"** is changed to read as follows:

"Build Out Period" shall mean a period of eleven (11) months commencing on the first day of the month following full execution of the Agreement by the City.

SECTION TWO: Section 101 Definitions. The definition of **"Concession Period"** is changed to read as follows:

"Concession Period" shall mean a period of four (4) Contract Years and a partial Contract Year of seven (7) months

immediately following the Build Out Period.

SECTION THREE: The original term of this Agreement consists of five (5) years and six (6) months commencing on May 1, 2008 and ending on October 31, 2013, unless sooner terminated in accordance with other provisions of the Agreement. It is hereby agreed that Section 401. Term., of the Agreement is hereby deleted in its entirety and the following is substituted:

> **Section 401.** Term. The term of this Agreement shall consist of five (5) years and six (6) months which consists of a Build-Out Period of eleven (11) months commencing on the first day of the month following full execution of the Agreement by the City; and followed by the Concession Period of four (4) Contract Years and a partial Contract Year of seven (7) months immediately following the Build-Out Period.
>
> Build-Out Period May 1, 2008 to March 31, 2009
>
> Concession Period April 1, 2009 to October 31, 2013

SECTION FOUR: Section 502. Concession Fees. of the Agreement is hereby deleted in its entirety and the following is substituted:

> Section 502. Concession Fee Payments. During the Build-Out Period, the Concessionaire agrees to pay to the City an amount equal to ten percent (10%) of Gross Receipts for the previous month.
>
> For the period April 1, 2009 through June 30, 2009, the Concessionaire agrees to pay to the City one half of the Minimum Annual Guarantee (MAG) fee or one thousand eighty nine dollars and ninety three cents per month ($1,089.93) or the Percentage Fee for each Contract Year, or portion thereof, as set out below. Commencing July 1, 2009 the Concessionaire agrees to pay to the City a Minimum Annual Guarantee (MAG) fee of twenty six thousand one hundred fifty eight dollars and twenty cents ($26,158.20) or two thousand one hundred seventy nine dollars and eighty five cents ($2,179.85) monthly, or the Percentage Fee for each Contract Year, or portion thereof, as set out below.

	Contract Year	Percentage Fee
	1	10 %
	2	10 %
	3	10 %
	4	10%
Partial Contract Year	5	10 %

SECTION FIVE: Section 506. Payment and Performance Bond. The following is added to the end of Section 506:

> Upon the opening of the East Terminal XpresSpa location and the submission by Concessionaire to the City of a certificate of completion, certified copy of a St. Louis County Occupancy Permit and as-built drawings, the City agrees to reduce the required Performance and Payment Bond amount from fifty thousand dollars ($50,000.00) to twenty five thousand dollars ($25,000.00).

SECTION SIX: Section 701. Construction by Concessionaire. Subsection B. is deleted in its entirety and the following is substituted:

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 has submitted 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.

2) Concessionaire shall submit a copy of the St. Louis County building permit at the pre-construction meeting. (A building permit 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 at the pre-construction meeting.

4) Concessionaire shall complete all construction and open the Premises fully fixtured and operational no later than July 1, 2009, subject to the provisions of Article XIII.

5) 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.

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 SEVEN: EXHIBIT "A" PREMISES. Page 43 of the Agreement showing the space on the C Concourse is deleted. Page 44 is renumbered 43. Page 45 is renumbered 44. Page 46 is renumbered 45 and page 47 is renumbered 46.

SECTION EIGHT: All of the terms, covenants, warranties, 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.

IN WITNESS WHEREOF, the parties hereto affixed their hands and seals as set forth below for themselves, their successors and assigns.

Pursuant to City of St. Louis Ordinance _____, approved on _____.

CONCESSIONAIRE

_____

Title: _____

Date: _____

ATTEST

_____

Title: _____

Date: _____

THE CITY OF ST. LOUIS, MISSOURI, OPERATING LAMBERT-ST. LOUIS INTERNATIONAL AIRPORT®:

The foregoing Amendment to Agreement was approved by the Airport Commission at its meeting on _____, 2009.

_____
Commission Chairman and Director of Airports

Date _____

The foregoing Amendment was approved by the Board of Estimate and Apportionment at its meeting on _____, 2009.

_____
Secretary, Board of Estimate and Apportionment

Date: _____

APPROVED AS TO FORM ONLY BY:

_____
City Counselor, City of St. Louis

Date_____

COUNTERSIGNED BY:

_____
Comptroller, City of St. Louis

Date: _____

ATTESTED TO BY:

_____
Register, City of St. Louis

Date: _____

Approved: June 8, 2009

ORDINANCE #68353
Board Bill No. 27

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® ("Airport") Ground Transportation Concession Agreement AL-441 (the "Agreement"), between the City and Best Transportation, Inc. (the "Concessionaire"), granting to the Concessionaire the non-exclusive right, license, obligation, and privilege to manage and operate a Ground Transportation Concession at the Airport as described in the Agreement, subject to and in accordance with the terms, covenants, and conditions of the 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 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® ("Airport") Ground Transportation Concession Agreement AL-441 (the "Agreement"), between the City and Best Transportation, Inc. (the "Concessionaire"), granting to the Concessionaire the non-exclusive right, license, obligation, and privilege to manage and operate a Ground Transportation Concession at the Airport as described in the Agreement, subject to and in accordance with the terms, covenants, and conditions of the 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 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.

LAMBERT-ST. LOUIS INTERNATIONAL AIRPORT®

GROUND TRANSPORTATION CONCESSION WITH
BEST TRANSPORTATION, INC.
AGREEMENT NO. AL-441

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AIRPORT NUMBER AL-441

LAMBERT-ST. LOUIS INTERNATIONAL AIRPORT®
GROUND TRANSPORTATION CONCESSION AGREEMENT

THIS AGREEMENT made and entered into as of the _____ day _____ of, 2009 by and between the CITY OF ST. LOUIS, a municipal corporation of the State of Missouri (**"City"**) and BEST TRANSPORTATION, INC. (**"Concessionaire"**).

WITNESSETH, THAT:

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

WHEREAS, a Ground Transportation Concession at the Airport is essential for proper accommodation of the public;

WHEREAS, City has determined that it is in the public interest for the following objectives to be met in the provision of a Ground Transportation Concession:

- To provide a first-class, Ground Transportation Concession that meets Airport user needs and adds value to other Airport and airline services;
- To provide a high level of service at prices that are attractive to airport users;
- To provide a Ground Transportation Concession that is operated by well-trained, efficient, courteous, and pleasant staff.

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

ARTICLE I
DEFINITIONS

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

"Agreement" shall mean this contract and any amendments thereto, duly approved by 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's Airport Authority that has as its primary responsibility the administration of all tenants, permittees, concessionaire and other space at the Airport, and shall be Concessionaire's point of contact with the City on all issues related to this Agreement.

"Central West End" shall mean that part of the City of St. Louis bounded by Maryland Avenue on the north, Newstead Ave. on the east, U.S. Highway 40/Interstate 64 on the south and Kingshighway on the west.

"City" as stated in the preamble hereof.

"Clayton" shall mean an area bounded by Ladue Rd., Maryland Ave. on the north, Hanley Rd. on the East, Clayton Road on the south and Interstate 170 to the west.

"Commencement Date" shall mean July 1, 2009.

"Concessionaire" as stated in the preamble hereof.

"Contract Year" shall mean twelve (12) consecutive month period beginning on the Commencement Date, and each twelve (12) month period thereafter.

"Director" shall mean the Director of Airports of the City's Airport Authority, and incorporates the granting of approval requirements of Sections 1415 and 1427 hereof.

"Downtown St. Louis" shall mean the area bounded by Carr Street on the north, the Mississippi River on the east, U.S. Highway 40/Interstate 64 on the south, and Jefferson on the west but also including the Greyhound Bus Terminal and the AMTRAK Station.

"Fare Schedule" shall mean a schedule of all fees and charges, including but not limited to fares, surcharges and any other nomenclature that results in additional fees or charges.

"Gross Revenue" shall mean the Gross Revenue from all sales made and services performed for cash or credit on the Airport or at

points of origins other than the Airport for trips intended for the Airport, regardless of the point of origin or delivery of the order, and any other revenue of any type arising out of or in connection with Concessionaire's operations providing ground transportation services to or from the Airport, whether performed by Concessionaire, its subcontractors, subsidiaries, associated companies or otherwise. The following may be excluded or deducted, as the case may be, from Gross Revenues:

- 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 services purchased at the Airport;
- The sale or trade-in value of any equipment or fixtures approved for removal by the Director and owned by Concessionaire.

"Ground Transportation Rules and Regulations" shall mean the Airport's Commercial Ground Transportation Rules and Regulations as adopted by the City, as well as any other applicable rules and regulations including, without limitation, ordinances and operating directives promulgated by the Director, the Airport Commission, or the City, as may be amended from time to time.

"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.

"Metropolitan" shall mean the greater metropolitan St. Louis area.

"Minimum Annual Guarantee" as stated in Article V, Section 502 hereof.

"Percentage Fee" shall mean the product of (i) Gross Revenue multiplied by (ii) the percentage fee rate specified in Article V hereof.

"Prearranged Fare" shall mean that the transportation has been arranged or reserved before the vehicle is dispatched to render the transportation service or any service ancillary to the loading of baggage.

"Premises" shall mean a location or locations, including Improvements, described in Section 201, that has or have been designated by City for the sale of Concessionaire's services and for other uses herein specifically provided for.

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

"St. Louis Metropolitan Area" shall mean St. Louis City, St. Louis and St. Charles Counties in Missouri and the Illinois Counties of Madison and St. Clair.

ARTICLE II
PREMISES

Section 201. Premises. City hereby permits Concessionaire to use at the Airport the Premises as described on **Exhibit "A,"** attached hereto and made a part hereof. The rights granted in Section 301 hereof may be exercised only on 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 limitations expressly disclaims and negates, as to the Premises: a) any implied or expressed warranty of merchantability; b) any implied or expressed warranty of fitness for a particular purpose; and c) any implied warranty with respect to the Premises or any portion thereof. The Director shall have the right to add, substitute, relocate or delete portions of the Premises upon notice to Concessionaire. Such changes will be made at the sole expense of Concessionaire and City will not be liable or responsible for losses of any kind whatsoever including, without limitation, any inconvenience or loss by Concessionaire of work time or business resulting from such changes, including, without limitation, any actual, consequential, incidental, or special damages.

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

ARTICLE III
RIGHTS

Section 301. Rights. City hereby grants to Concessionaire, the non-exclusive right, license and privilege to operate a Ground

Transportation Concession at the Airport subject to and in accordance with all the terms, covenants and conditions of this Agreement during the term of this Agreement. The following activities are inclusive of these rights: The right to provide for hire shared ride, van or mini-bus ground transportation services to and from the Airport and Downtown St. Louis on a scheduled basis (alternatively on an on- demand basis if Concessionaire can demonstrate to the City's satisfaction that the proposed demand responsive service would provide equal or better service than scheduled service to customers both from the Airport and from Downtown St. Louis in accordance with Section 608 below); to the Central West End and Clayton on a scheduled or on-demand basis (as mutually agreed by the Concessionaire and City); and to other locations within the St. Louis Metropolitan Area on a demand (nonscheduled) basis; and the right to provide for-hire individual, or single group, door-to-door ground transportation services on a pre-arranged or reservation basis to locations within the St. Louis Metropolitan Area in accordance with the Airport's Ground Transportation Rules and Regulations, the rules and regulations of the Metropolitan Taxi Commission, and any other applicable local, state, or federal rules or regulations.

Concessionaire is not granted the right to offer for sale any other services or products. The Concessionaire shall comply with and all vehicles of the Concessionaire will be governed by and subject to the Airport's Ground Transportation Rules and Regulations, the Metropolitan Taxi Commission rules and regulations, and any other applicable local, state, or federal rules and regulations.

Section 302. Limitation of Rights. Concessionaire shall have no right to perform any services or offer for sale any products, or engage in any other business or commercial activity on the Airport except in locations approved 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 thereof immediately and not later than upon receipt of written notice from the Director. This Agreement grants no real or implied rights to any concession privileges on or at the Airport other than in the Premises.

ARTICLE IV
TERM

Section 401. Term. The term of this Agreement shall be five years starting July 1, 2009 (the **"Commencement Date"**), and shall end on June 30, 2014 (the **"Expiration Date"**), unless sooner terminated in accordance with other provisions of this Agreement

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, 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, reasonable wear and tear, acts of God, and other casualties excepted, and City shall have the right to take possession of the Premises with or without due process of law (see Section 708 entitled "Title to Improvement and Fixtures").

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 for Contract Year Five, 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 PAYMENT

Section 501. General. Concessionaire, for and in consideration of the rights and privileges granted herein, agrees to pay the concession payments and other fees set forth below including, without limitations, Sections 502, 503, 504, 506, 507, 509, and 510 and the utilities described in Section 804 of this Agreement, without demand during the term of the Agreement.

Section 502. Concession Fee Payments. Concessionaire warrants, represents, and stipulates, and agrees to pay to City a sum equal to the greater of the Minimum Annual Guarantee or the Percentage Fee as set out below for each Contract Year.

Contract Year	Minimum Annual Guarantee	Percentage Fee Rate
1	$ 202,000.00	7%
2	$ 208,000.00	7%
3	$ 214,000.00	7%
4	$ 220,000.00	7%
5	$ 226,000.00	7%

Section 503. Payment. Payments for each month of each Contract Year shall consist of (a) an amount equal to 1/12th the Minimum Annual Guarantee, to be paid in advance on or before the first day of each month, without the need for invoice or notice; and (b) an amount equal to that portion of the Percentage Fee for the preceding month that is in excess of 1/12th of the Minimum Annual Guarantee to be paid on or before the 15th day of the second and each succeeding month during the term of the Agreement. (See Article V, Section 504 Unpaid Rent and Fees for the amount of any applicable service charge).

Section 504. 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 20th day 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 505. Reports.

A. Concessionaire shall submit to the City by the 15th day of the second and each succeeding month of each Contract Year hereof, an accurate statement of Gross Revenue. This statement shall separately state Gross Revenue for each type of service provided and be certified as accurate by an officer of the Concessionaire. The final statement of Gross Revenue will be due by the 15th day of the month following expiration of this Agreement. Concessionaire shall report Gross Revenue on a form approved by the Director. The City reserves the right to use these statements of Gross Revenue as a source of information to bidders in a future solicitation for bids or request for proposals for this concession.

As part of the monthly report of Gross Revenue, Concessionaire will provide the following passenger, financial and operational information:

- Total number of passengers transported
  - To/From Downtown St. Louis
    - From the Airport
    - To the Airport
  - To/From the Central West End
  - To/From Clayton
  - To/From other locations
- Pre-arranged single party door to door service
- Total number of trips for each category above
- Number of one-way and roundtrip fares for each passenger category above
- Gross Revenue earned by each passenger category above
- Number of scheduled trips cancelled and the reasons for cancellation
- Number of scheduled trips operated more than 10 minutes behind schedule
- Other passenger, financial and operational information that may be required by the Director

B. Concessionaire shall submit an audit report of Gross Revenue within one hundred twenty (120) days following the conclusion of each Contract Year. An independent Certified Public Accountant must prepare these audit reports. The audit reports shall at a minimum certify the accuracy of (i) reported total accumulated Gross Revenue, and (ii) the aggregate amount of Gross Revenue and/or goods and services attributable to DBE 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 Revenue 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 Revenue 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 such records (copies of subcontracts, paid invoices, documentation of correspondence) as are necessary for the City to determine compliance with the DBE participation goals. These records must be retained for a minimum of three years after the termination or expiration of this Agreement. The City reserves the right to investigate, monitor and/or review records for compliance. The Concessionaire shall submit monthly DBE activity reports to the City.

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 forty thousand dollars ($40,000.00) 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 a 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 that 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 at all times 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. Concessionaire will during the term hereof make available in the St. Louis area true, accurate, complete and auditable records of all business conducted by it at the Airport. Concessionaire will make same records available in the St. Louis area for at least three (3) years following the expiration or termination of this Agreement. These records will be accessible during usual business hours to City or it's duly appointed agents or auditors. The 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 at the Concessionaire's place of records.

Section 509. Additional Fees and Charges. Concessionaire will pay additional fees and charges under the following conditions:

- If City has paid any sum or sums or has incurred any obligation or expense for which Concessionaire has agreed to pay or reimburse City, or

- If City is required or elects to pay any sum or sums or incur any obligations or expense because of the failure, neglect or refusal of Concessionaire to perform or fulfill any of the conditions of this Agreement.

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

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

Section 510. Audit. City, or its duly appointed agents or auditors, reserves the right to audit Concessionaire's, subcontractors or others doing business under this Agreement, books, records and receipts at any time for the purpose of verifying the Gross Revenue or other payments or obligations hereunder. If the results of the audit(s) reveal a discrepancy of more than five percent (5%) between Gross Revenue reported by Concessionaire and Gross Revenue determined by the audit, the cost of the audit shall be borne by Concessionaire.

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

ARTICLE VI
CONCESSIONAIRES OPERATIONS

Section 601. Standards of Service. Concessionaire covenants and agrees to meet City's objectives as set out in the preamble hereof. Concessionaire shall furnish a first-class Ground Transportation Concession serving the needs of all users of the Airport, and offer

prompt and efficient services that are adequate to meet all reasonable demands thereof at the Airport on a fair, equal and nondiscriminatory basis to all categories of users and in a manner that will reflect credit upon Concessionaire and City. Concessionaire shall provide quality services and products and shall equip, organize, put into service and manage efficiently the Ground Transportation Concession to provide service with a clean, attractive and pleasant atmosphere.

The Concessionaire will provide, as a minimum, the following ground transportation services at the Airport:

Scheduled shared ride ground transportation service from the Airport to Downtown St. Louis two (2) times per hour from 6:00 a.m. to 9:00 a.m. and three (3) times per hour from 9:00 a.m. to 10:30 p.m. sufficient vehicles shall be employed by the Concessionaire to limit passenger drop-off locations to four (4) downtown destinations per trip. Return trips to the Airport must be scheduled to meeting the needs of departing passengers and the number of Downtown St. Louis pick-up locations shall be limited to four (4) per trip. Alternatively, the Concessionaire, with the prior written approval of the Director, may provide a combination of scheduled and on-demand service or solely on-demand service if Concessionaire can demonstrate to the Director's satisfaction that the proposed combination of scheduled and demand responsive service or the solely demand responsive service would provide equal or better service than scheduled service to customers both from the Airport and from Downtown St. Louis. On demand shared ride ground transportation service from the Airport to the Central West End and Clayton. Passenger drop—off locations shall be limited to four per trip. Service is to be provided within 30 minutes of passenger purchasing a ticket. Return service to Airport to be provided on a pre-arranged or reservation basis unless scheduled service is provided. Pre-arranged or reservation individual or single party door-to-door ground transportation service from the Airport to any location within the St. Louis Metropolitan Area. Service to the Airport to be on the same pre-arranged or reservation basis. Other ground transportation services as may be mutually agreed to by both parties.

Section 602. Hours of Operation. The hours of operation shall be open to the public at least sixteen (16) hours each day, seven (7) days per week unless otherwise authorized in writing by the Director. At a minimum, concessionaire shall open for business seven (7) days per week, three hundred sixty-five or sixty-six (365 or 366) days per year, as applicable, not less than one (1) hour before the first scheduled departing flight and one half (1/2) hour after the last scheduled arriving flight. Concessionaire shall act in good faith and use best efforts to respond to any and all weather emergency and/or flight diversion situations, which might require certain locations to open or remain open before or beyond these minimum hours. The Concessionaire may not change the hours of operation without written application to and the written approval of the Director. The Director may require Concessionaire to change its hours of operation to reflect changing operational circumstances at the Airport.

Section 603. Pricing/Fares.

A. The Concessionaire shall charge fair, reasonable and nondiscriminatory prices that are attractive to the public. The Concessionaire shall comply with all applicable rules and regulations of the Federal Trade Commission and other government agencies. The Concessionaire shall accept at least three nationally recognized credit cards as payment for services render.

B. The Concessionaire will submit a complete list of all proposed services and Fare Schedule for said services to the Director for approval at least 14 days prior to commencement of operations.

C. Concessionaire shall have the right to discount fares in advance (i.e., direct mail coupons, presold tickets, etc.); however, Concessionaire shall not have the right nor be allowed to discount tickets sold at the Airport unless the passenger presents a discount coupon which the passenger received prior to his/her arrival at the Airport (i.e., a discount coupon distributed by a travel agent or group).

D. The Concessionaire shall submit any proposed changes in the Fare Schedule to the Director at least 14 days prior to any proposed fare changes. Such requests must include complete justification for the proposed changes. Director will make a good faith effort to respond to the proposed changes within 14 days. No changes in the Fare Schedule may be implemented without the prior written approval of the Director, including surcharges or any other kind of charge that results in additional fees or charges of any kind.

E. Concessionaire will post fare schedules in all vehicles and at all ticket counter locations. The type and format of signs to be posted at the Airport ticket counters is subject to the prior written approval by the Director.

Section 604. Promotion and Marketing. Concessionaire covenants 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, cause, or allow any business to be diverted from the Airport by referral or any other method.

Section 605. Personnel.

A. Concessionaire shall require its employees to wear appropriate attire and company badges to indicate the fact and nature of their employment.

B. 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 Ground Transportation Concession. 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, visitors 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.

C. Concessionaire shall provide staff in adequate numbers to provide a high level of service. **Concessionaire's staff must be employees of the Concessionaire, not independent agents working on a commission basis.**

D. Concessionaire personnel, who may drive the Concessionaire's vehicles with passengers on board, shall at all times be duly licensed as required by the States of Missouri and Illinois (as appropriate) for public passenger service.

E. Concessionaire understands and agrees that fines and/or penalties may be assessed by the Federal Aviation Administration for Concessionaires noncompliance with the provisions of 14 CFR 107 (1988) or other applicable law or regulation and shall promptly reimburse the City within ten (10) days of the City's written request for any such fines and/or penalties paid by the City.

Section 606. Security Badging: The Concessionaire, at its cost, shall ensure that each shuttle driver and staff person working at the Airport maintains and displays an Airport Employee Identification (ID) Badge at all times while at Airport. No shuttle driver of Concessionaire shall operate on the Premises without their an Airport ID badge.

Concessionaire's shuttle drivers are required to successfully complete an Airport Police Background Check. The following information on each shuttle driver must be submitted to the Airport Police Security Operations Bureau: name, address, telephone number, a valid Commercial Drivers License, place of birth, date of birth, and work authorization (Social Security card or appropriate immigration documents if not a U. S. citizen). Concessionaire shall be responsibly for any cost to process each Shuttle driver's application for an Airport ID Badge. Concessionaire at all times shall maintain adequate control of said Airport ID Badges. Replacement cost for lost, stolen, or damaged Airport ID Badges will be the sole responsibility of the Concessionaire. Concessionaire at its cost shall timely supply to and timely update and maintains, as needed or requested by the Airport Police Security Operations Bureau and/or the Airport Properties Department, a current list in a form acceptable to the City of all Shuttle drivers to be issued an Airport Employee ID Badge.

Section 607. Manager. Concessionaire shall at all times retain one or more qualified, competent and experienced managers who shall manage and supervise the operations and the facilities and represent and act for Concessionaire. The manager 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. Vehicles.

A. Concessionaire shall provide an adequate number of vehicles to meet the service requirements outlined in Section 601, subject to and in accordance with this Section 608. Concessionaire acknowledges and agrees that the primary vehicles to be used in performing the Ground Transportations Services contemplated herein shall be vans or mini-buses with seating capacities of a maximum of eight (8) passengers including the driver. All vehicles shall satisfy the size and weight (including axle weight) restrictions of the Airport's Ground Transportation Rules and Regulations. Sufficient back-up vehicles must be available at all times to maintain uninterrupted service.

B. No vehicle older than ninety-six (96) months shall be entered into service under this Agreement and no vehicle shall be retained in service if older than one hundred twenty (120) months old. Vehicle age will be calculated from the first day of January of the vehicle's model year.

C. A sufficient number of ADA compliant vehicles must be available at all times to meet the standards for equivalent service set forth in Section 37.105 of 49 CFR Part 37. Accessibility specifications for transportation vehicles are provided in 49 CFR Part 38.

D. Each vehicle used by Concessionaire shall be identified in a manner acceptable to the Director. Such identification shall include, but not limited to, headway signage or other signage acceptable to Director indicating the vehicle destination or operation as well as Concessionaire's insignia and fleet number, painted on each side and on the front and rear of each vehicle.

E. All vehicles used by Concessionaire for transportation of passengers under this Agreement shall be equipped with operable two-way radio communications equipment capable of sending and receiving messages to and from Concessionaire's base station from any point on the routes and areas served by the Concessionaire. Citizen Band or General Mobile Radio Service (**GMRS**) radios or cellular (mobile) telephone service is not an acceptable form of communications equipment.

F. Concessionaire must have additional vehicles, including motor coaches, available in Concessionaire's fleet or available on short notice from others to meet the needs of large groups arriving at the Airport to attend events in the St. Louis area. Motor coach operations must be conducted from the Charter Bus area at either terminal and Concessionaire must comply with applicable portion of the Airport's Ground Transportation Rules and Regulations pertaining to the operation of Charter Buses.

G. Concessionaire shall at all times keep its motor vehicles and other equipment used in the performance of this Agreement in a first class operable state of repair, including the heating and air conditioning equipment, and clean and neat in appearance. Vehicles shall not be operated unless in a first class condition, free from defect or damage to interior, exterior, equipment, mechanisms or structure.

Section 609. Conflicts. The Concessionaire shall monitor the movement of its vehicles to minimize conflict with other functions and users of the Airport and shall coordinate its use of the Airport with other users. The Director's decision is final and binding in any conflict between Airport users.

Section 610. Record Keeping. The Concessionaire agrees to provide a system for the collection of all monies and provisions of accounting, audit and statements of Gross Revenue 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 the Concessionaire and DBE participant(s) under this Agreement (these records are to be retained by the Concessionaire for at least three years after the termination or expiration of this Agreement). The Concessionaire must also maintain records that document, in a format acceptable to the Director, the purchase of goods and services attributable to DBE participants.

Section 611. Transition Period. During any future transition of the Ground Transportation Concession to another concessionaire, if applicable, Concessionaire shall use its best efforts to assure a smooth transition. Concessionaire agrees to closely coordinate the planning and execution of the transition with the Director.

Section 612. Soliciting. Except at the ticket counters provided to the Concessionaire at each terminal under this Agreement, Concessionaire may not solicit, in any manner, anywhere on the Airport, except through authorized advertising arranged through the Airport's advertising agent. Concessionaire may not hire or contract with others to solicit for Concessionaire at the Airport. Oral solicitation of business at the ticket counters provided to the Concessionaire under this Agreement will be limited to passenger initiated inquiries for ground transportation services only and Concessionaire shall prohibit and restrain its employees and agents from any loud, boisterous or otherwise objectionable solicitation of business.

Section 613. Customer Complaints. Concessionaire will establish procedures for handling customer complaints, including making available customer complaint forms at every ticket counter and in every vehicle operated by the Concessionaire. Concessionaire will respond promptly to every complaint (written or oral) within seven (7) calendar days in writing to the complainant and make a good faith attempt to explain, resolve, or rectify' the cause of the complaint. Concessionaire will provide the Director a copy of each such complaint and its written response thereto. Concessionaire will also provide the Director a monthly summary of complaints received together with the resolution/disposition of the complaints.

Section 614. Reservations/Communications Center. Concessionaire will establish at its own expense, a reservation/vehicle dispatch center to respond to requests from customers for ground transportation information, make reservations for such service, and dispatch/control Concessionaire's vehicle operations. An FCC licensed dedicated two-way radio system capable of sending and receiving messages from Concessionaire's base station to vehicles located at any point on the routes and areas served by the Concessionaire must be established to control the Concessionaire's fleet. Citizen Band or General Mobile Radio Service (GMRS) radios or cellular (mobile) telephone service are not acceptable forms of communications equipment.

Section 615. Operation.

A. Concessionaire shall be responsible for all aspects of the management and operation of this concession. Further, Concessionaire will provide and is responsible for all employees and necessary components of the operation, including vehicles, equipment and supplies.

B. Concessionaire shall submit to the Director for approval within three months after the execution of this Agreement by City the following plans:

1. An **"Operations Plan"** describing in specific detail the strategies, policies, and procedures to be used by the Concessionaire in operating the Ground Transportation Concession at the Airport. This plan must cover all aspects of the Concessionaire's operation including, but not limited to, scheduled service, on demand service, and individual (or single group) one stop door to door service.

2. The plan should also include procedures for transporting unrelated parties within the same trip (on demand service).

3. A **"Training Plan"** outlining the Concessionaire's training program for employees. This plan should include both initial and continuing training and must address the specific needs of drivers, dispatchers/reservation agents, counter agents/ticket sellers, maintenance personnel, supervisors and other categories of personnel employed by the Concessionaire.

4. A **"Marketing Plan"** describing Concessionaire's program for attracting business, including, but not limited to innovative customer services practices and marketing strategies.

5. A **"Customer Service Plan"** outlining its customer service-training program for its employees. The plan must include a training manual, which defines employee conduct, appearance, and how employees should handle customer complaints. Customer complaints must be responded to within seven (7) calendar days and the Director must be apprised of all complaints and the response thereto.

6. An **"ADA Plan"** describing Concessionaire's program for complying with the Americans with Disabilities Act (ADA).

7. A **"Vehicle Maintenance Plan"** outlining Concessionaire's vehicle maintenance program to maintain Concessionaire's vehicles in first class operating condition, reduce unscheduled maintenance and minimize trip cancellations or interruptions.

8. A **"Safety Plan"** describing Concessionaire's safety program to achieve and maintain high vehicle and operator safety standards.

C. City shall not be responsible for any losses or damage to any material, equipment or supplies used, maintained or stored at or on the Premises, nor will the City be responsible for damage or loss to such material, equipment or supplies resulting from flood, fire, explosion, vandalism, theft or other casualties, and/or causes outside the control and responsibility of City.

Section 616. Communication.

A. Concessionaire's local manager shall schedule quarterly or monthly meetings with the appropriate representative of the Airport Properties Department to discuss any 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 noticing the Airport Properties Department of any problem, which reduces service levels, or in any way impairs Concessionaire's operation. The Airport will make every reasonable effort to assist in eliminating such problems.

Section 617. Interference to Air Navigation. Concessionaire 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 on the Premises. Concessionaire will immediately remove any obstructions at its expense. Concessionaire 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 agrees not to install any structures, objects, machinery or equipment that would interfere with 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.

Section 618. Transportation Operating Authority. Concessionaire warrants, represents and agrees that it shall at all times during the term of this Agreement, have and maintain the appropriate transportation operating authority from the Missouri Division of Motor Carrier and Railroad Safety and/or the Metropolitan Taxi Commission (or successor organization) as may be required or necessary to provide the transportation services specified in this Agreement.

Section 619. 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 the Solicitation for Bids for the award of this Agreement, 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.

ARTICLE VII
IMPROVEMENTS AND ALTERATIONS

Section 701. Construction by Concessionaire.

A. Concessionaire takes the Premises **"AS IS"**.

B. Concessionaire agrees that any construction work shall be completed according to the Tenant Design Standards, which are filed of record in the Office of the Director.

C. Concessionaire shall submit a signed Tenant Construction or Alteration Application (**TCA**) including complete construction drawings and specifications, as required by Section 702, to the Airport Properties Department.

D. Concessionaire shall submit a St. Louis County building permit number not more than 30 days following approval of the TCA by the Airport Properties Department.

E. Concessionaire shall submit the contractors' liability insurance certificates, Performance Bonds, and Payment Bonds, required by Sections 703 and 704, to the Airport Properties Department not more than 45 days following the TCA approval by the Airport Properties Department prior to commencement of any work.

F. 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, prior to occupancy of premises.

Section 702. Preparation of Plans and Specifications. Concessionaire shall submit detailed drawings, plans and specifications for any construction for improving and equipping the Premises. Concessionaire will 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 St. Louis County, 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 City, its Board of Aldermen, Airport Commission and their respective officers, agents and employees, against and from all such claims and demands, a combined single limit of not less than $3,000,000 for bodily injury and property damage and include City, its Board of Aldermen, Airport Commission and their respective officers, agents and employees as "Additional Insured". Said insurance shall be in a form agreeable to City, and certificates showing proof of coverage shall be delivered to the Director.

Section 704. Performance and Payment Bonds. Concessionaire shall require each of its contractors and suppliers of construction materials to furnish Performance Bonds and a Payment Bonds each in the full amount of any contract in a form acceptable to City. The Payment Bond shall comply with the coverage requirements and conditions of Section 107.170 RSMo as amended. Copies of the bonds shall be given to City for approval before work begins. Any sum or sums derived from said Performance Bonds 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 attached or 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 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.

Section 707. Signs.

A. Concessionaire shall not, without the prior written approval of the Director erect, maintain or display any signs on the Premises. 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 identification signs as may be necessary for the proper conduct of Ground Transportation Concession services as contemplated hereunder. Concessionaire shall comply with all rules promulgated by the Director regarding the placement of signs and advertising in the Premises.

B. Concessionaire shall be responsible for the cost of any modifications to the Airport directories and other signs. All modifications to these signs must be approved by the Director and are subject to all applicable requirements of this Section 707.

C. Prior to the erection, construction or placing of any sign, Concessionaire shall submit to the Director for approval, 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 obstruct its counter space with advertising matter, displays or other literature not directly pertaining to its Banking Concession services. Concessionaire will not 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, and all alterations, modifications and enlargements thereof shall become part of the Premises with title vesting in City upon expiration or earlier termination of this Agreement; subject, however, to Concessionaires obligation to operate, repair, maintain and replace, and its right of possession, use and occupancy during the term and in accordance with the Agreement.

All Removable Fixtures shall remain the property of Concessionaire, and shall be removed by Concessionaire at the Expiration Date or the early termination of this Agreement. Within sixty (60) days of the Commencement Date of the operation in the Premises, Concessionaire shall timely submit a list of such Removable Fixtures in writing to the Director for the Director of Airports approval, and Concessionaire shall periodically update such list as needed or as requested by the City.

City reserves the right and Concessionaire agrees that the Director may require Concessionaire to restore the Premises to the condition that originally existed 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 including, without limitation, the Airport Ground Transportation Rules and Regulations. 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 or its operations under this Agreement.

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

A. The structural components of the building.

B. The utility system to, and within, the Premises, 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 will 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. Perform all needed maintenance and repair of the equipment and fixtures provided by Concessionaire.

C. Keep premises free from all fire and other hazards to persons and property, 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 employees or agents.

E. Provide for complete, sanitary handling and disposal of all trash, garbage and refuse (liquid or solid). Concessionaire may not dispose of any such items in the public areas. This 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 these requirements. Concessionaire will inform the Airport Properties Department of its methods of handling and disposal of trash, garbage and refuse.

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 Premises free of all pests and provide pest control services as needed.

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 City from any and all claims, losses, damages, or causes of action arising out of the closing of any right-of-way, including, without limitation, any actual, consequential, incidental, or special damages.

Section 803. Right to Enter, Inspect and Make Repairs. City and its authorized officers, employees, agents, contractors, subcontractors and other representative 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 reasonably 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 and conditions of this Agreement.

B. To perform maintenance and make repairs in any case where Concessionaire is obligated, but has failed to do so, after City has given Concessionaire notice so to do, in which event Concessionaire shall reimburse City for the cost thereof plus a charge of 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.

Section 804. Utilities. City will provide and pay for heated and chilled air to the Premises. City shall provide and Concessionaire shall pay for electricity at a cost based upon metered usage. Concessionaire shall provide and pay for other utilities it requires. City shall not be liable to Concessionaire in damages or losses of any kind whatsoever for the interruption of any utility service, or for any delay in the supplying or furnishing of any utility service, including, without limitation, any actual, consequential, incidental, or special damages.

ARTICLE IX
LOSS OF AND LIABILITIES PERTAINING TO PREMISES

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 three million dollars ($3,000,000.00). Such coverage shall be single limit liability with no annual aggregate.

2. Automobile Liability Insurance. Concessionaire shall provide in an amount not less than three million dollars ($3,000,000.00) 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 three million dollars ($3,000,000.00) 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) 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 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 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. Property Insurance. Concessionaire will provide fire and related insurance coverage for the full value of all Improvements and equipment it installs or placed on the Premises.

Section 903. Damage or Destruction of Terminal Building. The building in which the Premises are located will be insured by City under a policy of fire and extended coverage. If the building is destroyed or damaged to such an extent as to be uneconomically repairable, City may terminate this Agreement by written notice to Concessionaire. If the building is repairable, City will begin such repairs as soon as is practicable. City will attempt to find temporary premises during the repair. City will not be liable or responsible for any inconvenience or loss of any kind whatsoever, including, without limitation the loss by Concessionaire of business or profit resulting from such damage, actual, consequential, incidental, or special damages.

Section 904. Evidence of Insurance. Certificates, or other evidence of insurance coverage required of Concessionaire in this Article, shall be delivered to the Director in form and content satisfactory to City. At least 15 days prior to the expiration of any such policy, Concessionaire shall submit to the Director a certificate showing that such insurance coverage has been renewed. If such coverage is canceled or reduced, Concessionaire shall within 15 days after the date of such written notice from the insurer of such cancellation or reduction in coverage, file with the Director, a certificate showing that the required insurance has been reinstated or provided through another insurance company or companies. All policies of insurance herein shall be in a form and in a company or companies approved by City, and qualified to do insurance business in the State of Missouri. Each such policy shall provide that the policy may not be materially changed, altered or canceled by the insurer during its term without first giving 30 days notice to the Director. Each such insurance policy shall also provide primary coverage to the City, its Board of Aldermen, Airport Commission, officers, agents and employees. When any policy issued to the City provides duplicate or similar coverage and in such circumstances, the City's policy will be excess over Concessionaire's policy.

Section 905. Indemnification. Concessionaire shall protect, defend, and hold St. Louis County, City, its Board of Aldermen, Airport Commission, officers, agents and employees completely harmless from and against all liabilities, losses, suits, claims, judgments, fines or demands arising by reason of injury or death of any person or damage to any property, including all reasonable costs for investigation and defense thereof (including but not limited to attorney fees, court costs, and expert fees), of any nature whatsoever arising out of or incident to this Agreement and/or the use or occupancy of the Premises and/or the acts or omissions of Concessionaire's officers, agents, employees, contractors, subcontractors, licensees, independent contractors, or invitees regardless of where the injury, death, or damage may occur, unless such injury, death or damage is caused by the sole negligence of the City. The Director or his designee shall give to Concessionaire reasonable notice of any such claims or actions. Concessionaire shall also use counsel reasonably acceptable to the City Counselor of the City or his designee, after consultation with the Airport Director or his designee in carrying out its obligations hereunder. The provisions of this section shall survive the expiration or early termination of this Agreement.

Section 906. Adjustment of Claims. Concessionaire shall provide for the prompt and efficient handling of all claims for bodily injury, property damage or theft arising out of the activities of Concessionaire under this Agreement

Section 907. Occupancy of Premises. Concessionaire agrees that it will not permit any act of omission or commission or condition to exist on the Premises which would increase the premium rate of insurance thereon or on the terminal or invalidate any such insurance.

Section 908. Waiver of Subrogation. Concessionaire on behalf of itself and its insurers, hereby waive any claim or right of recovery from the City, its Board of Aldermen, Airport Commission, officers, agents and employees for any loss or damage to Concessionaire's officers, agents, or employees or its property or the property of others under Concessionaire's control, to the extent that such loss is covered by a valid insurance policy or could be covered by a valid insurance policy as required under this Agreement. Concessionaire shall provide notice of this waiver of subrogation to its insurer(s).

ARTICLE X
Assignment and Subcontracting

Section 1001. Assignment and Subcontracting.

A. Concessionaire shall not assign or transfer this Agreement.

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 DBE 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 or Percentage Fee 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 its approved, subcontract, sublease or agreement as provided for above. Any such assignment, 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 ninety (90) 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 CONCESSIONAIRE 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 an Ground Transportation 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 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 covered by 49 CFR Part 23. Concessionaire agrees to include the above statements in any subsequent concession agreements that it enters and cause those businesses to similarly include the statements in further agreements.

E. Concessionaire shall operate its Ground Transportation 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.

DEFAULT	SECOND BREACH	THIRD BREACH
Breach of Article III, Rights, Limitation of Rights	$100.00	$500.00
Breach of Article VI, Concessionaire's Operations	$100.00	$500.00
Breach of Article VII, Improvement and Alterations	$100.00	$500.00
Breach of Article VIII, Use of Premises Clause	$100.00	$500.00

If Concessionaire fails to take possession or to open or to reopen the Premises for business, fully fixtured, stocked and staffed within the times herein provided, the City shall be entitled to (a) collect in addition to the Minimum Annual Guarantee, five hundred dollars ($500.00) for each and every day or partial day Concessionaire fails to commence to do or carry on business as herein provided; and (b) avail itself of any other remedies for such breach by Concessionaire hereunder as may be available under law or in equity including, without limitation, specific performance.

ARTICLE XIV
MISCELLANEOUS PROVISIONS

Section 1401 Notice. Except as herein otherwise expressly provided, all notices required to be given to 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, P.O. Box

10212, Lambert Station, 10701 Lambert International Boulevard, St. Louis, Missouri 63145, with a copy to the Airport Properties Manager at the same address. All notices, demands, and requests by City to Concessionaire shall be sent by certified mail, return receipt requested addressed to: Kim Garner, President, BEST Transportation, Inc., 8531 Page Blvd, Suite 160, St. Louis, MO 63114.

The parties or either of them 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. Conditions of Default. This Agreement shall be considered in default when Concessionaire fails to fulfill any term, covenant, or condition of this Agreement and such default shall be considered a material breach of this Agreement for which the City at its sole option may terminate this Agreement as provided for in ARTICLE XI of this Agreement and/or such other remedies at law or in equity.

Section 1403. Non-Discrimination and Affirmative Action Program.

A. Concessionaire hereto understands and agrees that City in 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 any manner prohibited by Part 21, Subtitle A of Title 49 of the Code of Federal Regulations. Concessionaire hereby agrees that his premises shall be posted to such effect as required by such regulation.

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 action 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 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 agrees that should it be determined by Concessionaire or City that he will be unable to conform to his approved positive employment program submitted to determine eligibility under the fair employment practices provisions of City Code, he will notify the Contracts Administration Office within 10 days of such determination, as to the steps to be taken by Concessionaire to achieve the provisions of his program.

E. Concessionaire will permit reasonable access by City to such persons, reports and records as are necessary for the purpose of ascertaining compliance with fair employment practices.

F. Concessionaire further agrees that these clauses (B through E) 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, and all labor organizations, furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor or service in connection with this Agreement.

G. Whenever Concessionaire is sued by a subcontractor, vendor, individual, group or association as a result of compliance with the clauses (A through F) of these provisions relating to fair employment practices, Concessionaire shall notify the City Counselor in writing of such suit or threatened suit within 10 days.

H. 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 and 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.

I. 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, national origin, or sex 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.

Section 1404. No Personal Liability. No Alderman, Commissioner, Director, officer, employee or other agent of either party shall be personally liable under or in connection with this Agreement.

Section 1405. Force Maieure. Neither 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, with the exception of the payment of rent and/or Concession Fees owned under this Agreement.

Section 1406. 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 1407. Quiet Enjoyment. Subject to the provisions of the Agreement, City covenants that Concessionaire on paying the rentals and otherwise performing its covenants and other obligations hereunder shall have quiet and peaceable possession of the premises.

Section 1408. Operation and Maintenance of Airport. City shall at all times operate the Airport properly and in a sound and economical manner; and 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 1409. Title to Site. The Premises from the date hereof until the termination of this Agreement shall be owned in fee simple title by City or in such lesser estate as in the opinion of City Counselor is sufficient to permit the letting thereof by City as herein provided for the full term provided in this Agreement.

Section 1410. Agreements with the United States. This Agreement is subject and subordinate to the provisions of any agreements heretofore made between 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 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 1411. 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 City to obtain said Federal Aviation Administration funds.

Section 1412. 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 Charter of the City of St. Louis and its ordinances as may be amended from time to time.

Section 1413. Headings. The headings of the Articles and Sections of this Agreement are inserted only as a matter of convenience and for 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 1414. 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 1415. Withholding Required Approvals. Whenever the approval of City, or the Director, or of Concessionaire is required herein, no such approval shall be unreasonably requested or withheld. Whenever the approval of City is required, the approval must be in writing and the approving official is the Director or the person authorized or designated to perform one or more of the Director of Airport's duties under this Agreement.

Section 1416. Waivers. No waiver of default by either party of any of the terms, covenants or 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. All waivers must be in writing and signed.

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

Section 1418. Americans with Disabilities Act (**ADA**). Concessionaire shall be responsible for compliance with the Federal ADA, plus any other federal, state or local laws or regulations, and City Ordinances pertaining to the disabled individual having access to Concessionaire's services.

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, and Concessionaire will in no instance be deemed to have acquired any possessor rights against City or the Premises or be deemed a tenant of 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. Solicitation for Bids. Concessionaire's bid, including all exhibits, schedules, addenda, attachments, policies, bonds, letters of credit and the Solicitation for Bids for a Ground Transportation Concession Agreement at the Airport dated January 15, 2009 is hereby made a part of this Agreement and is incorporated herein by reference. If an express provision of this Agreement or the exhibits attached hereto is in conflict with any provision of Concessionaire's bid or the Solicitation for Bids referred to above, the provisions of this Agreement and all attached exhibits shall prevail.

Section 1422. 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.

Section 1423. 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 of St. Louis Ordinance No. 62124, as may be amended from time to time.

Section 1424. 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 Air Operations Areas. 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 1425. Entire Agreement. This Agreement, together with all exhibits attached hereto, or incorporated herein by reference, 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. Should a court of competent jurisdiction order the City to award similar additional ground transportation concessions or order the City to provide ticket counter space to other similar ground transportation operators, the Parties mutually agree to enter into good faith negotiations to amend the terms of this Agreement. If such good faith negotiations fail, either Party shall have the right to terminate this Agreement upon one hundred eighty (180) days written notice to the non-terminating Party with no liability whatsoever to the terminating Party.

Section 1426. 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 the Airport Certification and Compliance Office, 11495 Navaid Road, Bridgeton,

Missouri, 63044 and are incorporated herein by reference. The Ordinance and Regulations require the following compliance measures, and Concessionaire hereby warrants, represents, stipulates and agrees to strictly 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 Bulletin at the time the 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

Section 1427. 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 1428. 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 1429. 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 1430. 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.

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

BEST TRANSPORTATION, INC. BY:

_____

Title: _____
Date: _____

ATTESTED TO BY:

_____

Title: _____
Date: _____

THE CITY OF ST. LOUIS, MISSOURI, OPERATING LAMBERT-ST. LOUIS INTERNATIONAL AIRPORT®
Pursuant to City Ordinance No. _____ approved _____, 2009.

The foregoing Agreement was approved by the Airport Commission at its meeting on the _____ day of _____, 2009.

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 _____, 2009.

BY: _____
Secretary, Board of Estimate and Apportionment — Date

APPROVED AS TO FORM ONLY BY:

_____
City Counselor, Date

COUNTERSIGNED BY:

_____
Comptroller, City of St. Louis Date

ATTESTED TO BY:

_____
Register, City of St. Louis Date

EXHIBIT "A"

PREMISES

Main Terminal with two locations on one exhibit and East Terminal location on second exhibit.

EXHIBIT B

ST. LOUIS LIVING WAGE ORDINANCE

LIVING WAGE ADJUSTMENT BULLETIN

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 **$11.33** 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 **$14.57** 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: **$3.24** 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, 2009**. 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
11495 Navaid Rd
Bridgeton, MO 63044
(314) 551-5000

Dated: February 12, 2009

Approved: June 8, 2009

ORDINANCE #68354
Board Bill No. 49

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 3-29-0085-115-2009, dated March 4, 2009, for a maximum federal obligation of Two Million Sixteen Thousand Two Hundred Thirteen Dollars ($2,016,213), which is filed in the Office of the City Register [Comptroller Document No. 58874], for the reimbursement of direct costs associated with the rehabilitation of Taxiway S (Runway 6 to Taxiway D - Part A; 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 3-29-0085-115-2009, dated March 4, 2009, for a maximum federal obligation of Two Million Sixteen Thousand Two Hundred Thirteen Dollars ($2,016,213), which is filed in the Office of the City Register [Comptroller Document No. 58874], for the reimbursement of direct costs associated with the rehabilitation of Taxiway S (Runway 6 to Taxiway D) - Part A, 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: June 8, 2009

ORDINANCE #68355
Board Bill No. 50

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 3-29-0085-118-2009, dated February 24, 2009, for a maximum federal obligation of Six Million Seven Hundred Thirty Four Thousand One Hundred Forty Four Dollars

($6,734,144), which is filed in the Office of the City Register [Comptroller Document No. 58857], for the reimbursement of direct costs associated with the reconstruction of Taxiway Victor from Taxiway Foxtrot to Runway 24 (Phase 1) and the reconstruction of Taxiway Foxtrot from Taxiway Victor to Runway 6/24; 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 3-29-0085-118-2009, dated February 24, 2009, for a maximum federal obligation of Six Million Seven Hundred Thirty Four Thousand One Hundred Forty Four Dollars ($6,734,144), which is filed in the Office of the City Register [Comptroller Document No. 58857], for the reimbursement of direct costs associated with the reconstruction of Taxiway Victor from Taxiway Foxtrot to Runway 24 (Phase 1) and the reconstruction of Taxiway Foxtrot from Taxiway Victor to Runway 6/24, 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: June 8, 2009

ORDINANCE #68356
Board Bill No. 51

An ordinance recommended and approved by the Airport Commission and the Board of Estimate and Apportionment, authorizing and directing the Director of Airports and the Comptroller on behalf of the City of St. Louis (the "City") the owner and operator of Lambert-St. Louis International Airport® (the "Airport") to accept and execute on behalf of the City a certain Other Transaction Agreement (the "Agreement") offered by the Federal Aviation Administration for the purchase and installation of Airport Surface Detection Equipment ("ASDE"), ASDE-X monitor(s), and ASDE-X system enhancement communication equipment at the Airport for a maximum obligation of Five Hundred Thousand Dollars ($500,000) for the purchase and installation associated with the projects funded under the Agreement; 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 on behalf of the City of St. Louis (the "City"), the owner and operator of Lambert-St. Louis International Airport® (the "Airport"), are hereby authorized to accept and execute on behalf of the City an Other Transaction Agreement (the "Agreement") offered by the Federal Aviation Administration substantially in the form attached hereto as Exhibit A, and incorporated herein, which provides financial assistance to the City for the purchase and installation of Airport Surface Detection Equipment ("ASDE"), ASDE-X monitor(s), and ASDE-X system enhancement communication equipment at the Airport (the "Project") for a maximum obligation of Five Hundred Thousand Dollars ($500,000) for purchase and installation of direct costs of the City associated with the Project.

SECTION TWO. All terms, conditions, statements, warranties, representations, covenants, agreements, and assurances contained in the Agreement and the incorporated materials referred to in the Agreement are hereby ratified and approved and made a part hereof.

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

EXHIBIT A

OTHER TRANSACTION AGREEMENT

BETWEEN THE FEDERAL AVIATION ADMINISTRATION AND THE

CITY OF ST. LOUIS, MISSOURI

WHEREAS, the Federal Aviation Administration (hereinafter the "FAA") wishes to transfer funds as specified herein to The City of St. Louis, Missouri (the "City") owner and operator of Lambert-St. Louis International Airport (hereinafter the "Airport"), to be used by the City for the purchase and installation at the Airport of:

- Airport Surface Detection Equipment, Model X (ASDE-X) data distribution rack in the FAA's Airport Traffic Control Tower (ATCT),
- ASDE-X monitor(s) in the Airport's Operations Center at Lambert St. Louis International Airport, St. Louis, Missouri.
- ASDE-X system enhancement communication equipment

THEREFORE BE IT RESOLVED, the FAA and the City (the "Parties") mutually agree as follows:

ARTICLE 1. PARTIES

The parties to this Other Transaction Agreement (hereinafter the "Agreement") are the FAA, and the City as represented by its Airport Director.

ARTICLE 2. RESPONSIBILITIES

FAA Responsibilities:

1. The FAA will transfer funds to the City to enable the purchase and installation of ASDE-X system enhancement communications equipment, ASDE-X data distribution rack and equipment in the FAA's ATCT, & ASDE-X monitor (s) in the Airport's Operations Center at Lambert St. Louis International Airport, St. Louis, Missouri.
2. The FAA will maintain the data distribution rack installed in the ATCT using Airport procured ASDE-X site spares and site test equipment.
3. The FAA will maintain the ASDE-X monitor (s) installed in the Airport's Operations Center utilizing parts purchased by the City.
4. The FAA will provide the necessary specifications to enable the City to procure and install the data distribution rack and the ASDE-X monitor(s).

City's Responsibilities:

1. The City will purchase and install the ASDE-X system enhancement communications equipment for use in the airport movement area. The City will not purchase this equipment until it receives the funds provided for under this Agreement and written approval from the FAA.
2. The City will purchase and install an ASDE-X data distribution rack in the ATCT and ASDE-X monitor (s) in the Airport's Operations Center.
3. The City will furnish, install, and maintain the necessary communications path between the data distribution rack and ASDE-X monitor(s).
4. The City will own and maintain the entire ASDE-X system enhancement communications equipment purchased via this Agreement.
5. The City will own the ASDE-X Monitor(s) installed in their Operation's Center and is responsible for the purchasing of any parts needed for repair.
6. The City will transfer ownership of the data distribution rack and associated equipment and spares in the ATCT at no cost to the FAA.

ARTICLE 3. EFFECTIVE DATE AND TERM

The effective date of this Agreement is the date on which it is signed by the FAA, after being signed by the City. This Agreement shall remain in effect until the Agreement is concluded in accordance with Article 13 unless earlier terminated by the parties as provided herein.

ARTICLE 4. SCHEDULE

The City, subject to the terms of this Agreement, agrees to complete the purchase and installation of the ASDE-X data distribution rack, communications network, vehicle transponders, and ASDE-X monitor(s) in their Operation's Center within 24-months from the effective date of this Agreement.

ARTICLE 5. REPORTING REQUIREMENTS

The City shall provide the FAA with a written progress report every three months on the purchase and installation on the ASDE-X equipment purchased under this Agreement. The progress report shall be sent to the FAA Contracting Officer and Point of Contact as set forth in ARTICLE 7, below.

ARTICLE 6. LEGAL AUTHORITY

This Agreement is entered into under the authority of 49 U.S.C. 106(l) and (m), which authorizes agreements and other transactions on such terms and conditions as the FAA Administrator determines as necessary. This Agreement is not a procurement contract, grant, or cooperative agreement. Nothing in this Agreement shall be construed as incorporating by reference or implication any provision of Federal acquisition law or regulation.

ARTICLE 7. POINTS OF CONTACT

For the City
Name: William Korte
Assistant Airport Director
Operations and Maintenance

Address: St. Louis Airport Authority
P.O. BOX 10212
St. Louis, MO 63145
Phone: 314-426-8028
Fax: 314-890-1844
Email: WBKorte@flystl.com

For the Federal Aviation Administration regarding this agreement
Name: Robert Valdes
Contracting Officer

Address: Federal Aviation Administration
Room 4W41JS
600 Independence Ave., SW
Washington, DC 20003
Phone: 202-385-6157
Fax: 202-493-4717
Email: robert.valdes@faa.gov

For the Federal Aviation Administration regarding overall project lead
Name: Scott Schlegel, ATO-T
ASDE-X Project Lead

Address: Federal Aviation Administration
Room 5E1500
600 Independence Ave., SW
Washington, DC 20003

Phone: 202-385-8724
Fax: 202-267-5165
Email: scott.c.schlegel@faa.gov

ARTICLE 8. FUNDING AND PAYMENT

1) The FAA may contribute up to $500,000.00 for City costs under this Agreement.

2) The FAA will not be responsible for any costs of any kind whatsoever for equipment purchases and installation over and above the transferred funds as specified herein, unless this Agreement is amended or modified prior to the costs being occurred.

3) Upon receipt of the funds provided under this Agreement, the City shall purchase and install the ASDE-X equipment at the Airport and all funds provided by the FAA under this Agreement shall be used by the City only for the aforementioned purpose.

4) The City shall be solely responsible for obtaining any additional funds over and above those provided by the FAA under this Agreement.

5) Nothing contained herein shall prevent this Agreement from being amended or modified. Such amendments and/or modifications must be in writing and signed by the parties.

6) The FAA may terminate this Agreement upon 30 days notice in writing if the terms and conditions contained herein are not complied with by the City.

ARTICLE 9. LIMITATION OF FUNDS

The liability of the FAA and the Federal Government's liability to the Airport are limited to $500,000.00 as set forth in ARTICLE 8.

ARTICLE 10. INSURANCE

The Airport shall arrange by insurance or otherwise for the full protection of the City from and against all liability to third parties arising out of, or related to, its performance of this Agreement. The FAA assumes no liability under this Agreement for the losses arising out of any action or inaction by the City, its employees, or contractors, or any third party acting on the City's own behalf.

ARTICLE 11. AUDITS

1) The Federal Government has the right to examine and/or audit relevant financial records relating to this agreement for a period not to exceed three years, after expiration of the term of this Agreement.

2) The City will keep all project accounts and records which fully disclose the amount and disposition by it of the money transferred by the FAA to the Airport or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with a generally acceptable accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

3) The City shall make available to the Secretary of Transportation, the FAA, and the Comptroller General of the United States, or any of their duly authorized representative, for the purpose of audit and examination, any books, document, papers, and records of the City that are pertinent to the money transferred by the FAA to the City. The Secretary or the FAA may require that the City conduct an appropriate audit. In any case in which an independent audit is made of the accounts of the City relating to the disposition of the proceeds of the money transferred or relating to the project in connection with which the aforementioned money transfer was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

ARTICLE 12. CHANGES AND MODIFICATIONS

Changes and/modifications to this Agreement shall be in writing and signed by the Federal Aviation Administration's Contracting

Officer and the City. Any modification shall cite this Agreement, and shall state the exact nature of the modification. No oral statement by any person shall be interpreted as modifying or otherwise affecting the terms of this Agreement. Notification of changes to parties other than as specified hereinabove shall not be considered to be in compliance with this requirement.

ARTICLE 13. DURATION OF AGREEMENT

This Agreement will be concluded when (1) the City or its contractor has completed the requirements outlined in Article 2, and (2) the FAA has approved the work. The FAA may also terminate this Agreement prior to its execution with or without cause with a 30-day notice in writing.

ARTICLE 14. CONSTRUCTION OF THE AGREEMENT

Each party acknowledges that all parties hereto participated equally in the negotiation and drafting of this Agreement and any amendments hereto, and that this Agreement shall not be construed more stringently against one party than against the other.

ARTICLE 15. DISPUTES

Where possible, disputes will be resolved by informal discussion between the parties. In the event that the parties are unable to resolve any disagreement through good faith negotiations, the dispute will be resolved by appropriate filing under the "Alternative Dispute Resolution Procedures" with the Federal Aviation Administration, Office of Dispute Resolution for Acquisition, (AGC-70), 800 Independence Avenue, S.W., Washington, D.C. 20591 (Phone: 202-267-3290 and Fax: 202-267-3720).

ARTICLE 16. LIMITATION OF LIABILITY

The FAA is liable only to the limit of funding provided under this Agreement. The FAA assumes no liability under this Agreement for any losses arising out of any action or inaction by the City, its employees, or contractors, or any third party action on its behalf. In no event shall the FAA be liable for claims for consequential damages.

ARTICLE 17. OFFICIALS NOT TO BENEFIT

FAA Acquisition Management System Clause 3.2.5-1, "Official Not to Benefit" and Clause 3.2.5-7, "Disclosure Regarding Payments to Influence Certain Federal Transactions" are attached hereto and incorporate by reference into this Agreement.

ARTICLE 18. PROTECTION OF INFORMATION

The parties agree that they shall take appropriate measures to protect proprietary, privileged or otherwise confidential information that may come into their possession as a result of this Agreement.

AGREED:

Federal Aviation Administration

By_____

Robert Valdes Date
Contracting Office

Witness: _____

Pursuant to City of St. Louis Ordinance _____ approved on _____, 2009.

The City of St. Louis, Missouri, Owner and Operator of Lambert-St. Louis International Airport:

By: _____

Director of Airports Date

Countersigned by:

By: _____

Comptroller Date

Approved As To Form:

By: _____
City Counselor Date

Attested to By:

By: _____
Register Date

Approved: June 8, 2009

ORDINANCE #68357
Board Bill No. 52

An Ordinance recommended and approved by the Airport Commission, Board of Public Service, and the Board of Estimate and Apportionment authorizing a Fourth Amendment to Section Six of the Airfield Projects Public Works Ordinance 65162 approved February 15, 2001, as amended by Ordinance 65626 approved August 5, 2002, Ordinance 66611 approved February 16, 2005, and Ordinance 67114 approved June 5, 2006, which authorized a multi-year public work and improvement program (the "Airfield Projects") at Lambert-St. Louis International Airport®, 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 Airfield Projects therein authorized where such costs or expenditures are deemed eligible and monies made available for those costs under federal, state, or local law or contract and to authorize the deposit of such funds into Ordinance 65162 as amended to reimburse the costs in part of the Airfield Projects or the payment of costs authorized therein; containing a severability clause; and containing an emergency clause.

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

SECTION ONE. Section Six of the Airfield Projects Public Works Ordinance 65162 approved February 15, 2001, as amended by Ordinance 65626 approved August 5, 2002, Ordinance 66611 approved February 16, 2005, and Ordinance 67114 approved June 5, 2006, is hereby deleted in its entirety as set out below:

> **"SECTION SIX.** The Director of Airports is hereby authorized to make such applications, to provide such data and to take whatever action necessary to seek reimbursement from the Federal Aviation Administration under the Airport Improvement Program, the Passenger Facility Charge Program, or other programs for projects herein authorized where such costs are deemed eligible and monies made available for reimbursement under Federal law or contract and authorizing and directing that all such reimbursements be deposited into the appropriate or applicable fund."

and replacing with the following words:

> **"SECTION SIX.** The Director of Airports is hereby authorized to make such applications and provide such data and to take whatever action necessary to seek funds from 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 and/or contract and to authorize the deposit of such funds into this Ordinance to reimburse the costs in part of the projects herein authorized or the payment of costs authorized herein."

SECTION TWO. 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 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 of St. Louis' Charter and shall become effective immediately upon approval by the Mayor of the City of St. Louis.

Approved: June 8, 2009