

October 20, 2017

CONFIDENTIAL

This agreement (the "Agreement") is between McKenna & Associates, LLC, a Virginia limited liability company with an address of 1220 N. Fillmore St., Suite 300, Arlington, VA 22201 (the "Service Provider," "we," "us" or "our") and Grow Missouri, a Missouri non-profit organization, ("Grow" or "Grow Missouri" and together with the Service Provider, the "Parties") in connection with the provision of services to The City of St. Louis, Missouri, a municipal corporation and political subdivision of the State of Missouri organized and existing under its charter and the constitution and laws of the State of Missouri (the "City") with respect to a Transaction (as defined below).

WHEREAS, the City is the owner of the St. Louis Lambert International Airport (the "Airport");

WHEREAS, the City intends to issue a request for qualifications (the "RFQ") and a subsequent request for proposals (the "RFP") in connection with a transaction relating to the disposition, transfer, management and/or lease of the Airport, which is currently contemplated to be effected through the creation of a public-private partnership for the long term lease, management, operation and/or development of the Airport through the Federal Aviation Administration's ("FAA") Airport Privatization Pilot Program (any of the foregoing, a or the "Transaction");

WHEREAS, the City issued a request for proposal for an advisory team (the "Advisory Team RFP") to assist it in developing the RFQ and RFP, evaluating responses, negotiating the Transaction, obtaining FAA approval and the other services set forth below;

WHEREAS, Grow is proposing to act as a management and oversight advisor to the City in connection with a Transaction, Moelis and Company LLC ("Moelis") is proposing to act as exclusive financial advisor to the City in connection with a Transaction, and certain additional service providers, including Service Provider, are proposing to provide certain additional services to the City in connection with a Transaction;

WHEREAS, Grow, Moelis and the additional service providers, including the Service Provider, have determined to work together as an advisory team (Grow, Moelis and the additional service providers, including the Service Provider, are referred to herein as the "Advisors") and intend to submit a response to the Advisory Team RFP on October 20, 2017;

WHEREAS, pursuant to the terms of the Advisory Team RFP, the City intends to engage an advisor in connection with the Transaction, which advisor will engage, on behalf of the City, the other service providers identified in the response to the Advisory Team RFP;

WHEREAS, the Advisors have agreed that Grow and Moelis will submit the Advisory Team RFP on behalf of the Advisors and, in the event the Advisors' are selected by the City, Grow and Moelis shall be the parties to be engaged by City and Grow shall engage the remaining Advisors, on behalf of the City;

WHEREAS, Grow, an Advisor, has agreed to reimburse the other Advisors for certain fees and expenses incurred in connection with the Transaction on a periodic basis during the term of the engagement by the City, and in the event the City consummates a Transaction whereby the fees and

expenses of the Advisors are paid to the Advisors, by the counterparty to the Transaction, then the Advisors shall reimburse Grow pursuant to the terms of this Agreement;

WHEREAS, Moelis and Grow have entered into that certain Agreement (the "Moelis/Grow Agreement") dated October 20, 2017, a copy of which is attached hereto as Annex A, relating to, among other things, the submission of a response to the RFP, the engagement of service providers, compensation and fee matters, and reimbursement of expenses; and

WHEREAS, Grow desires to engage Service Provider to provide management advisory services regarding the transaction to and on behalf of the City for the purposes set forth in the response to the Advisory Team RFP and Service Provider desires to accept such engagement.

NOW, THEREFORE, the Parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby agree to the following:

1. Engagement.

The Service Provider hereby agrees that upon the City engaging Grow and Moelis in writing pursuant to an engagement letter substantially in the form set forth herein as Exhibit A (the date of such engagement, the "Effective Date"), the Service Provider shall be engaged by Grow, on behalf of the City, to provide management advisory services to the City set forth in the response to the Advisory Team RFP, as well as any other Transaction related services requested by Grow.

The Service Provider agrees to provide the services designated by Grow (the "Services") which include some but not all services set forth in the engagement letter executed between Grow, Moelis and the City, the form of which to be attached as Exhibit A (the "City Engagement Letter"). Moelis shall not have any responsibility to the City, the Service Provider, any other Advisor or any other third party for the services performed by or advice provided by Service Provider or any other Advisor in connection with the Transaction. The Service Provider acknowledges and agrees that neither Grow nor Moelis provide legal, tax, accounting or actuarial advice.

2. Fees and Expenses.

(a) Commencing with the Effective Date, Grow hereby agrees to reimburse the Service Provider monthly for all of Service Provider's management fees and out of pocket expenses incurred in connection with the Services and the Transaction in accordance pre-approved monthly work orders based on the schedule set forth in Exhibit B (the "Covered Fees and Expenses"), which may be amended with the consent of the Parties hereto in writing. Grow shall make such reimbursement payments within 20 days after Grow's receipt from Service Provider of an invoice detailing such fees and expenses for the applicable monthly period.

(b) In the event that a Transaction is consummated, the Parties agree that out of the Service Provider Transaction Fee as defined in the City Engagement Letter, after the payment of the Moelis Transaction Fee as defined in the City Engagement Letter, the Parties agree that:

1) Grow shall be reimbursed first from the counterparty to a Transaction with the City (the "Counterparty") for any and all fees, costs and expenses previously paid by Grow to the Advisors, and

2) The Success Fee (as defined in Exhibit B) and all unpaid expenses and management fees of the Service Provider not already paid by Grow, including any Covered Fees

and Expenses, and other fees which have been incurred in connection with the Services and the Transaction and consistent with the Budget (as defined in the City Engagement Letter) (the "Expenses and Work Fees") shall be paid directly to the Service Provider by the Counterparty upon consummation of the Transaction out of the Service Provider Transaction Fee. .

(c) Grow shall have no responsibility for making any certifications to the City or any other party or providing any documentation to the City. Grow shall have no responsibility for the veracity or accuracy of any information provided by any Service Provider or for independently verifying information provided any Service Provider. Moelis shall have no responsibility to any Service Provider to pay to and/or reimburse the Service Provider for any fees, expenses or any other payments, including, without limitation, any Covered Fees and Expenses or Counterparty Covered Expenses and Work Fees or any Transaction Fees. Neither Grow nor Moelis shall have any obligation to enforce payment of the Counterparty Covered Fees and Expenses or have any responsibility or liability with respect to any disputes between any Service Provider and other Advisors, the City and/or any counterparty to a Transaction. The Parties agree that neither Grow nor Moelis shall have responsibility for any errors or disputes regarding the disbursement of Counterparty Covered Fees and Expenses and Moelis shall have no responsibility or liability with respect to the reimbursement/repayment of the Covered Fees and Expenses between Grow and the Service Provider or any disputes between Grow, any Service Provider, the City and/or any Counterparty.

3. **Duty of Confidentiality.** Each Party will not will disclose, summarize, or refer to any other Advisor's advice (which includes all presentations, recommendations, reports and other documentation prepared by an Advisor and delivered in connection with the Services), except to the City, a Party, or another Advisor, without such Advisor's or the City's prior written consent; provided it may be disclosed if required by subpoena or court order after the receiving party has provided notice to the disclosing party, to the extent practicable and legally permissible and an opportunity to comment on the form and content of the disclosure and an opportunity to defend against disclosure at the disclosing party's cost. Service Provider agrees to keep any Confidential Information (as defined in the City Engagement Letter) confidential in accordance with the terms set forth in Section 3 of the City Engagement Letter and agrees that the City is a third-party beneficiary of the obligations set forth in this sentence.

4. **Miscellaneous**

(a) Each of Grow and the Service Provider are independent contractors (and none are expressly acting as a fiduciary) with the contractual duties described herein owing only to parties to this Agreement in accordance with the terms of this agreement; provided that the Service Provider (i) recognizes that its Services are provided for the benefit of the City and (ii) agrees to make the City a third party beneficiary of the obligations set forth in Sections 3 and 4(c) and (iii) agrees to make Moelis a third party beneficiary of the agreements set forth in Section 2(c) and the first sentence of Section 3. The Service Provider agrees that Moelis shall not have any liability to it or any of its affiliates, or owners, directors, officers, employees, security holders or creditors for, any losses, claims, damages or liabilities arising out of, related to or in connection with this Agreement or the performance thereof (the foregoing sentence is referred to herein as the "Release Provision"). In consideration of the Services to be provided by Service Provider to the City, Grow and Service Provider agree to the indemnity and other provisions set forth in Annex A. The obligations of Grow set forth therein shall be in addition to any rights that any Indemnified Person (as defined in Annex A) may have at common law or otherwise. Grow represents and warrants that it has the full power and authority to enter into this Agreement and that the obligations of Grow set forth in this Agreement are enforceable in accordance with their terms. Service Provider hereby acknowledges and agrees to the indemnity and other provisions set forth in Annex A to the City Engagement Letter.

Nothing contained herein or done pursuant hereto shall constitute any Party acting as any other Party's agent or employee, or the legal representative for any purpose whatsoever and such individuals or entities shall have no right, power or authority to assume, create or incur, in writing or otherwise, any expense, liability or obligation in the name of or on behalf of any other Party.

During the term of this engagement, Service Provider at its own cost shall carry commercial general liability insurance or malpractice insurance, which coverage shall have limits of liability as may be required by City. Upon written request from the City, Service Provider shall promptly provide written evidence (e.g., certificates) of such insurance.

Grow hereby represents and warrants to Service Provider, and covenants that, Section 3 of the Moelis/Grow Agreement which section provides for, among other things, the Success Fee (as defined in Exhibit B) to be paid to Service Provider, will not be amended without Service Provider's prior written consent.

(b) Service Provider or Grow may terminate this agreement at any time, with or without cause, on written notice. This agreement may be terminated by Grow for Cause (as defined below). In addition, this Agreement shall automatically terminate upon (i) the City closing a definitive agreement for the Transaction and the flow of funds from such closing and the payments referenced in Section 2 of this Agreement being paid in full or (ii) the City terminating the RFP process as a result of a determination to abandon the Transaction. In the event of a termination of this Agreement by Grow for any reason other than Cause, Service Provider shall be entitled to all consideration due hereunder through the date of termination and the Success Fee (as defined in Exhibit B) in accordance with the terms of Section 2(b). Annex A, Sections 2, 3 and 4 shall remain in full force and effect after the termination of this Agreement. For purposes of this Section 4(b), "Cause" shall mean the breach of the covenants applicable to Service Provider in Section 4(c) and a failure to remedy such breach within 30 days of receipt by Service Provider of notice of such breach (including the factual basis for asserting a breach) from Grow.

(c) Service Provider covenants for itself that:

i. It shall not (whether on its own or as a participant in a consortium desiring to be selected as the Selected Operator) respond to either the RFQ or the RFP.

ii. During the term of this engagement, Service Provider shall not represent any party other than the City in connection with any Transaction.

iii. During the term of this engagement, Service Provider shall not be (i) engaged in the business of providing research, or conducting sales and trading operations, or (ii) a fiduciary with respect to the Transaction for capital providers or affiliated funds that may participate in the Transaction.

iv. Service Provider will comply with all requirements and obligations applicable to proposers and/or subcontractors set forth in the Advisory Team RFP, including, without limitation, an agreement to disclose any conflicts of interest and to perform criminal background disclosure.

v. Service Provider agrees that it has reviewed the response to the RFP ("Response") submitted on October 20, 2017 and represents that the information in the Response relating to the Service Provider is true and correct and that each of the acknowledgements made in the cover letter to the Response are true and correct with respect to the Service Provider.

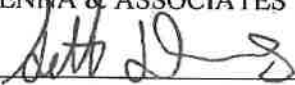
The Service Provider agrees that it shall provide prompt notice of any breach of this paragraph by such Service Provider and that a Service Provider may be terminated as a result of a breach of this section. The Service Provider agrees that the City shall be a third-party beneficiary of this paragraph and may enforce its rights with respect to this provision against the Service Provider directly.

(d) This Agreement and any disputes or claims that may arise out of this Agreement shall be governed by and construed in accordance with the internal laws of the State of New York, and this Agreement embodies the entire Agreement and supersedes any prior written or oral agreement relating to the subject matter hereof, and may only be amended or waived in writing signed by the Service Provider and Grow. If any part of this Agreement is judicially determined to be unenforceable, it shall be interpreted to the fullest extent enforceable so as to give the closest meaning to its intent and the remainder of this Agreement shall continue in full force and effect. Any proceeding arising out of this Agreement shall be heard exclusively in a New York state or federal court sitting in the city and county of New York, to whose jurisdiction and forum Grow and Service Provider irrevocably submit. The Service Provider also irrevocably consents to the service of process in any such proceeding by mail to the Service Provider's address set forth above. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same agreement. This Agreement shall be binding upon the Service Provider, Grow and all respective successors and assigns. THE SERVICE PROVIDER, GROW WAIVE ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY PROCEEDING ARISING OUT OF THIS AGREEMENT.

(Signature page follows)

Please sign and return the enclosed duplicate of this agreement. The individuals signing this agreement each represent that he or she is authorized to execute and deliver it on behalf of the entity whose name appears above his or her signature.

MCKENNA & ASSOCIATES LLC

By: 
Name: SETH DOWNING
Title: PRESIDENT OF OPERATIONS

Accepted and agreed to as of the date first written above:

GROW MISSOURI, INC.

By: 
Name:
Title: TRAVIS H BROWN
PRESIDENT

Annex A

Moelis/Grow Agreement

EXHIBIT A

City Engagement Letter

EXHIBIT B

Covered Fees and Expenses

Fees and Expense Reimbursement Prior to the Closing of a Transaction:

- Service Provider will be paid a monthly management fee equal to \$125,000.00 (the "Management Fee") plus reimbursement of all out of pocket expenses incurred in connection with the Services and the Transaction. The expenses to be incurred by Service Provider for an initial period of 18 months are estimated to be \$360,000.00. Service Provider shall be paid such Management Fee until the closing of a Transaction and the monthly payment amount with respect to the month in which the Transaction closes shall be pro-rated based on the number of calendar days elapsed during the month in which the Transaction Closes.

Fees Upon Closing of a Transaction:

- Service Provider will receive a success fee (the "Success Fee") upon the closing of a Transaction, which fee will be in addition to the Management Fee and any reimbursed expenses. The Success Fee shall be equal to the amounts allocated to McKenna pursuant to Section 3(c) of the Moelis/Grow Agreement.