

August 7, 2018

CONFIDENTIAL

This agreement (the "Agreement") is between Grow Missouri, Inc. ("Grow"), a Missouri non-profit corporation, and Metropolitan Strategies and Solutions, LLC, a District of Columbia limited liability company, with an address of 4919 Fountain Avenue, St. Louis, MO 63113, ("Metropolitan" and together with Grow 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, on June 13, 2018, the City, Grow Missouri, Inc., Moelis & Company, LLC, and McKenna & Associates, LLC, entered into a Consultant Agreement with the City of St. Louis (the "Consultant Agreement," the form of which to be attached as Exhibit A) to provide certain services regarding and with respect to the potential privatization of the Airport; and

WHEREAS, Grow desires to engage Metropolitan to provide services regarding the Transaction to and on behalf of the City for the purposes set forth in the Consultant Agreement, as defined below, and Metropolitan 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 Metropolitan hereby agrees that it shall be engaged by Grow, to provide the services to the City and Grow as stated in Exhibit C to this Agreement.

The Metropolitan agrees to provide the services designated by Grow which include some but not all services set forth in the Consultant Agreement executed between Grow, Moelis and the City. Metropolitan acknowledges and agrees that Grow does not provide legal, tax, accounting or actuarial advice.

2. **Fees and Expenses**

(a) Commencing with the Effective Date, Grow hereby agrees to reimburse the Metropolitan for all of Metropolitan's work fees and out of pocket expenses incurred in connection with the Services in accordance with 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. Grow shall make such reimbursement payments within 20 days after Grow's receipt from Metropolitan of an invoice detailing such fees and expenses for the applicable monthly period. The aggregate amount of Metropolitan fees will not exceed the amount listed in Exhibit B, without prior written consent and approval of Grow.

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

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) All previously non-paid expenses and work fees of the Metropolitan not already paid by Grow, including any non-paid Covered Fees and Expenses, and the additional work fees set forth on Exhibit B, incurred in connection with the Services and the Transaction (the "Counterparty Covered Expenses and Work Fees") shall be paid directly to the Advisors by the Counterparty upon consummation of the Transaction out of the Metropolitan Transaction Fee.

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 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. Metropolitan agrees to keep any Confidential Information (as defined in the Consultant Agreement) confidential in accordance with the terms set forth in Section 3 of the Consultant Agreement 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 Metropolitan are independent contractors with the contractual duties described herein owing only to parties to this Agreement in accordance with the terms of this Agreement; provided that the Metropolitan (i) recognizes that its Services are provided for the benefit of the City; (ii) that the City is a client of the Metropolitan; and (iii) agrees to make the City a third-party beneficiary of the obligations set forth in Sections 3 and 4c. The Metropolitan agrees that Grow 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").

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, Metropolitan 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, Metropolitan shall promptly provide written evidence (e.g., certificates) of such insurance.

b. Metropolitan or Grow may terminate this Agreement at any time, with or without cause, on written notice. In addition, this Agreement shall automatically terminate upon (i) the City closing a definitive agreement for a Transaction and the flow of funds from such closing as referenced in Paragraph 2 of this Agreement or (ii) the City terminating the RFP process as a result of a determination to abandon a Transaction. Sections 2(c), 3 and 4 shall remain in full force and effect after the termination of this Agreement.

c. Metropolitan covenants for itself that:

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

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

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

iv. Metropolitan 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.

The Metropolitan agrees that it shall provide prompt notice of any breach of this paragraph by such Metropolitan and that a Metropolitan may be terminated as a result of a breach of this section. The Metropolitan 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 Metropolitan directly.


This confirms that while we will not represent any private sector entities (or affiliates) that may bid for any Transaction, or any financial institutions lending to such private sector entities (or affiliates), in connection with any Transaction, our engagement as Metropolitan to the City in connection with the Transaction will not create a conflict, or constitute the communication of confidential information, that will prevent our representing any such private sector entities (or affiliates) or financial institutions in matters not related to the Transaction or not involving the City.

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 Missouri, 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 Metropolitan 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 Missouri state or federal court sitting in the County of Cole, to whose jurisdiction and forum the Metropolitan and Grow irrevocably submit; provided that any proceedings relating to the Release Provision set forth in Section 4 of this Agreement shall be governed and construed in accordance with the internal laws of the State of Missouri and shall be heard in a Missouri state or federal court sitting in the city or county of Cole. The Metropolitan also irrevocably consents to the service of process in any such proceeding by mail to the Metropolitan'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 Metropolitan and Grow and all respective successors and assigns. METROPOLITAN AND 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.

METROPOLITAN MANAGEMENT GROUP, LLC

By: 
Name: Lejuan Strickland
Title: Member

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

GROW MISSOURI, INC.

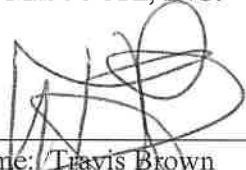
By: 
Name: Travis Brown
Title: President

EXHIBIT A

Consultant Agreement

EXHIBIT B

Covered Fees and Expenses

From the start of the engagement will pay Metropolitan \$19.05 per resident completed survey, not to exceed 20,000 resident completed surveys.

Payment will be advanced as invoiced in increments not to exceed one-third of the total amount.

Exhibit C

Scope of Services

Metropolitan Strategies and Solutions, LLC. Will perform the following:

1.) Outreach

- Assist with the development of outreach and community engagement plan
- Create a field strategy to inform Saint Louis Residents about Airport Lease
- Hire, pay, and train field staff
- Will provide real time data based on field operations weekly

2.) Communications

- Will be a spokesperson for overall project when required
- Will assist with targeting messaging for Minority community

3.) Compliance

- Assist with Minority Vendor outreach
- Assist qualified vendors with Technical Assistance with MBE certifications
- Will attend workshops and meetings targeted to Minority businesses to increase overall project MBE participation