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**BOARD BILL NO. 136      INTRODUCED BY: ALDERMAN LYDA KREWSON**

An ordinance relating to Forest Park; approved and recommended by the Board of Estimate and Apportionment and the Board of Public Service, approving the assignment by the St. Louis Amateur Athletic Association, a Missouri pro forma (non-profit) corporation (“Triple A”) , to Evergreen Alliance Golf Limited, L.P., a Delaware limited partnership (“Eagle”), of Triple A’s right, title and interest in and to a lease of certain property in Forest Park from the City of St. Louis to Triple A, and approving and authorizing the execution and delivery of an Amended, Restated and Extended Lease Agreement of the same property between the City as lessor and Eagle. as lessee; with an emergency provision.

Whereas, Ordinance 61843, approved March 5, 1990, authorized a lease of certain land in Forest Park to Triple A as and for public golf and tennis facilities; and

Whereas, Triple A has requested the City to approve the assignment of its right, title and interest in the lease to Eagle; and

Whereas, the Board of Aldermen wishes to express, as provided herein, the consent of the City to such proposed assignment; and

Whereas, the City and Eagle have agreed on certain amendments, restatements of the lease and extension of the term thereof, which are reflected in an Amended, Restated and Extended Lease; and

Whereas, such Amended, Restated and Extended lease has been recommended by the Board of Estimate and Apportionment and the Board of Public Service and approved by the City Counselor as consistent with the provisions of Ordinance 59741 (Chapter 22.42, City Code) except as otherwise provided therein;

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

2 Section One. The City of St. Louis (the “City”) hereby consents to the assignment of the right,  
3 title and interest of St. Louis Amateur Athletic Association, a Missouri pro forma (non profit)  
4 corporation (“Triple A”) in and to that certain Lease Agreement, dated \_\_\_\_\_, 1990 by and  
5 between the City as Lessor, and Triple A as Lessee, of certain land and facilities in Forest Park  
6 (the “Leased Property”) by Triple A to Evergreen Alliance Golf Limited, L.P., a Delaware  
7 limited partnership (“Eagle”). The City hereby consents to and approves the form of an  
8 Assignment of Lease by Triple A to Eagle in substantially the form attached hereto as Exhibit A  
9 (the “Assignment”).

10 Section Two. The City hereby approves, and the Mayor and Comptroller are hereby authorized  
11 and directed to execute and deliver on behalf of the City, an Amended, Restated and Extended  
12 Lease of the Leased Property to Eagle, in substantially the form attached hereto as Exhibit B,  
13 together with such other documents as may be approved by the City Counselor and which are not  
14 inconsistent herewith and which are incidental to and related to the transactions contemplated by  
15 the Assignment and the Amended, Restated and Extended Lease. .

16 Section Three. This being an ordinance necessary to the immediate preservation of the public  
17 peace and health, it is hereby declared to be an emergency ordinance as provided by Article IV,  
18 Section 20 of the Charter of the City of St. Louis, and shall be effective immediately upon  
19 approval by the Mayor or its approval over his veto.

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**EXHIBIT A**

**ASSIGNMENT OF LEASE  
Triple A Golf & Tennis**

This Assignment of Lease (“Assignment”) is made and entered into the \_\_\_ day of \_\_\_\_\_, 2008, by and between St. Louis Amateur Athletic Association a Missouri non-profit corporation (“Assignor”) and Evergreen Alliance Golf Limited, L. P., a Delaware limited partnership, (“Assignee”).

**Recitals**

WHEREAS, Assignor and the City of St. Louis, Missouri (“Lessor”) are parties to that Lease Agreement dated March 30, 1990, (“Lease”), relating to the facility known as the Triple A Golf & Tennis Club and more particularly set forth on Exhibit 1 hereto (“Triple A”). All capitalized terms herein will have the meaning as set forth in the Lease Agreement dated March 30, 1990 unless otherwise defined herein (“Lease Agreement”); and

WHEREAS, subject to Lessor’s Consent, Assignor would like to convey, transfer and assign all of its right, title and interest in and to the Lease; and

WHEREAS, Assignee desires to take assignment of Assignor’s right, title and interest in the Lease Agreement.

NOW, THEREFORE, in consideration of the premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignor agrees to assign and Assignee agrees to take assignment of all of Assignor’s right, title and interest in the Lease Agreement.
2. This Assignment is conditioned upon consent thereto by Lessor.
3. This Assignment shall be governed by and construed in accordance with the laws of the State of Missouri.

IN WITNESS WHEREOF, Assignor and Assignee have entered into this Assignment effective the date first set forth above.

ASSIGNOR:

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St. Louis Amateur Athletic Association

By: \_\_\_\_\_

Printed:\_\_\_\_\_

Title:\_\_\_\_\_

ASSIGNEE:

Evergreen Alliance Golf Limited, L. P.,  
A Delaware limited partnership

By: Premier Golf EAGL GP, L.L.C  
A Delaware limited Liability Company,  
Its general partner

By:\_\_\_\_\_

Printed:\_\_\_\_\_

Title:\_\_\_\_\_

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**EXHIBIT B**

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**AMENDED, RESTATED AND EXTENDED LEASE AGREEMENT**

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This is an Amended, Restated and Extended Lease Agreement (“this Lease”) by and  
between the CITY OF ST. LOUIS, MISSOURI (“Lessor”) and Evergreen Alliance Golf Limited,  
L.P. , a Delaware limited partnership (“Lessee”), entered into this \_\_\_\_ day of \_\_\_\_\_, 2008 (the  
“Date Hereof” . )

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**PREMISES**



1           e)     all buildings, fixtures and other improvements located on or adjacent to  
2 the Golf Course and Tennis Courts and more fully described in Exhibit C hereto, incorporated  
3 herein by this reference.

4           There are excepted and reserved from the Leased Premises all minerals and mineral  
5 rights of every kind or nature lying below the surfaces of the Leased Premises. This Lease shall  
6 confer no rights in Lessee to the subsurfaces of the Leased Premises. In the event that Lessor, or  
7 Lessor's assignee of such mineral or other subsurface rights, desires access to such subsurface  
8 materials, such access will be conducted so that there is no disruption in Lessee's operations or  
9 quiet enjoyment of the Leased Premises.

10          The Leased Premises are subject to easements, rights of way, restrictions or covenants of  
11 record, if any, and shall be subject to such rights of way for sewers, pipelines, conduits and  
12 utilities as Lessor shall, from time to time, determine to be necessary.

13          2.     **Leased Premises Accepted As Is.**

14          A. Lessee acknowledges it is leasing the Leased Premises in their current, "as is", condition  
15 and Lessee hereby releases Lessor from any and all claims with respect to the current condition  
16 of the Leased Premises.

17          B. (i)    It is the City's intent to reconstruct and renovate in a good and workmanlike  
18 manner: i) the Golf Course and install a driving range consistent with the golf course  
19 plans dated April 30, 2008 from Stan Gentry Golf Services (the "Golf Course Plans")  
20 (the "Golf Course Renovation"), at a cost not to exceed Two Million Four Hundred  
21 Thousand Dollars (\$2,400,000) (the "Golf Course Budget"), and ii) the Clubhouse in a  
22 manner substantially consistent with the 50% Review Submittal Plans dated June 11,  
23 2008 from AAIC ( the "Clubhouse Plans") (the "Clubhouse Renovation"), at a cost not to

1 exceed One Million Eight Hundred Thousand Dollars (\$1,800,000) (the “Clubhouse  
2 Budget”) (the combined Golf Course Budget and Clubhouse Budget are sometimes  
3 hereinafter collectively referred to as the “Project Budget”). The parties understand the  
4 Golf Course Plans to represent a high quality renovated golf course with bent grass  
5 greens and sodded zoysia fairways, and driving range with at least (25) stalls and  
6 ground lighting , and that the Clubhouse Plans call for the Clubhouse to be substantially  
7 refurbished with working mechanical and electrical systems, to include a grill/ restaurant  
8 of approximately 1600 square feet, outside dining space , an event room of at least 2,100  
9 square feet and a working kitchen of at least 1000 square feet, and the removal of the  
10 clay Exhibition tennis court and one asphalt tennis court. If the City determines that  
11 project costs, higher than anticipated bids, or other cause will make it impossible for the  
12 for the Golf Course Renovation and the Clubhouse Renovation to be completed within  
13 the Project Budget, the City will notify Lessee in writing (a “Budget Shortfall Notice”)  
14 and the parties will endeavor to agree on changes in the Golf Course Plans and/or the  
15 Clubhouse Renovation Plans to allow mutually satisfactory Golf Course and Clubhouse  
16 renovations within the Project Budget, or appropriate adjustment to the minimum and  
17 percentage rents provided in Section 9 hereof to reflect the items that were deleted from  
18 the renovation Plans, subject to approval by the City’s Board of Estimate and  
19 Apportionment. In the event an agreement is not reached within thirty days after the date  
20 of a Budget Shortfall Notice, either party shall have the right to terminate this Lease upon  
21 60 days notice.

22 Lessee hereby grants to Lessor, its contractors, sub-contractors and suppliers a  
23 license to enter upon and occupy the Leased Premises for purposes of making the Golf

1 Course Renovation and the Club House Renovation, as provided for by this Lease.  
2 Lessee agrees to execute other documents or agreements as necessary to allow the Golf  
3 Course Renovation and the Club House Renovation to be made. Lessor will require its  
4 contractors and sub-contractors to maintain Workers' Compensation insurance as  
5 required by law, and will provide Lessee with copies of insurance certificates reflecting  
6 such coverage as received by Lessor.

7 (ii) It is the City's intent to start construction on the Golf Course and the driving  
8 range in August of 2008 and to start construction on the Clubhouse in November of 2008.  
9 Substantial completion of the driving range is contemplated by May 31, 2009 with a  
10 projected opening of July 1, 2009. Substantial completion of the Golf Course Renovation  
11 is contemplated by August 1, 2009 with maturation continuing until the Spring of 2010,  
12 and a projected opening of the course by Memorial Day, 2010. Substantial completion  
13 of the Clubhouse Renovation is contemplated by August 1, 2009 with a projected  
14 opening of September 1, 2009. In the event that both the Golf Course Renovation and the  
15 Clubhouse Renovation are not completed by September 1, 2010, the City agrees to  
16 extend the date for the first rent payment under this Lease by the number of days between  
17 September 1, 2010 and the completion of both projects.

18 Lessee agrees to provide golf course construction consulting service, including  
19 consulting concerning both the golf course and driving range, to Lessor as reasonably  
20 requested by Lessor during the renovation of the Golf Course, at no cost to Lessor, as  
21 follows: Lessee will make available to the City the current Regional Manager and  
22 Regional Superintendent for Eagle Golf in the St. Louis area to consult, help monitor and  
23 inspect the golf course construction project. Notwithstanding the foregoing, the City



1 understands and acknowledges that regardless of the extent of Lessee's consultations,  
2 monitoring or inspections of, and/or other input into the construction of the project,  
3 Lessee shall not be responsible for the construction means, methods, techniques,  
4 sequences and procedures employed by the City and its contractors.

5 (iii) While the Golf Course Renovation and the Club House Renovation are under  
6 construction and maturation and until they are complete, Lessee shall not be responsible  
7 for any costs of construction, taxes, or insurance at the Leased Premises. Specifically, the  
8 Lessee shall have no obligation to pay real property tax or utility charges relative to the  
9 Leased Premises other than utilities for portions of the Leased Premises which are in use  
10 by Lessee or its customers and salaries of Lessee's personnel on the Leased Premises.  
11 After the opening of the Clubhouse Lessee will be responsible for gas and 60 % of the  
12 electric costs until completed maturation of the Golf Course, after which Section 14  
13 hereof will be applicable.

14 (iv) The City will cause Lessee to be named as an additional insured to the extent of  
15 its interest on insurance policies required during the construction of the Project.

16 (v) The Golf Course construction will be complete for purposes of this section when  
17 the course has matured consistent with industry standards for a high quality golf course as  
18 specified by Exhibit D hereto, incorporated herein by this reference. Further, the City  
19 will provide Lessee with a physical soil analysis report dated not earlier than (10) days  
20 prior to the date of completion confirming that the infiltration rates, particle sizes &  
21 chemical makeup of the soil under the greens on the golf course conform to USGA  
22 specifications. Only at such time as in Lessee's reasonable determination, in accordance  
23 with accepted golf course industry standards, that all of the improvements of the golf

1 course are mature enough to be considered ready for 30,000 annual rounds of play will  
2 the course be considered complete for purposes of this Lease. In the event that the City  
3 and Lessee disagree as to the condition of the Golf Course, the City has the right to hire a  
4 third party golf course architect to make the course completion determination.

5 vi) Clubhouse Completion for purposes of this Lease will occur when the City has  
6 provided permitting and occupancy certificates for all of the buildings on the Leased  
7 Premises and the Club House Renovation has been completed substantially in accordance  
8 with plans and specifications.

9 vii). Lessee shall at the City's request enter into and provide maturation services to the  
10 golf course on a time and material basis, pursuant to a separate agreement with the City.

11 Lessee shall at the City's request also enter into a separate agreement with the City to  
12 provide kitchen equipment and FF&E consistent with the Project's budget.

13 viii) The City will provide an "as built" set of drawings for the course as well as a final  
14 set of clubhouse plans and project books to the Lessee upon completion of the Project..

15 3. **Use of the Leased Premises.** The Leased Premises shall be designated by a  
16 name mutually agreed to by the City's Director of Parks, Recreation and Forestry (the  
17 "Director"), subject to any other required City approvals, and Lessee, and are to be used by  
18 Lessee for the following purposes and no other, without Lessor's prior consent, subject to the  
19 provisions of this Lease:

20 a) for the operation and maintenance of a public nine-hole golf course and  
21 practice putting green or greens;

22 b) for the operation and maintenance of public tennis courts, in connection  
23 with which the parties agree: i) that the City will between October 2008 and April 2009, remove

1 one clay tennis court (in addition to the courts to be removed as part of the Clubhouse  
2 Renovation) from a bank of four courts adjacent to the existing clubhouse and renovate and  
3 improve all the other tennis courts at the Leased Premises, using funds in addition to and outside  
4 the Project Budget. All twelve tennis courts at the Leased Premises shall be designated and  
5 identified as “ The Richard Hudlin Memorial Tennis Courts”; and ii) that two tennis courts, as  
6 determined by the Director and Lessee from time to time, shall be open to the public at no charge  
7 at all times while the tennis courts are open for play;

8 c) for the conduct of golf and tennis tournaments;

9 d) for the provision of golf and tennis lessons and sales of related  
10 merchandise by golf and tennis professionals;

11 e) for maintenance of a club house facility;

12 f) for sales of food and beverages;

13 g) for the provision of a driving range facility;

14 h) for the provision of a tennis/golf Hall of Fame facility; and

15 i) for special events approved in writing by the City’s Director of Parks,  
16 Recreation and Forestry (the “Director”);

17 j) for use by the City for special events as agreed to by the Director and  
18 Lessee, provided, that Lessee shall be indemnified to the extent permitted by law for any liability  
19 or damage claims arising from such special events.

20 Lessee acknowledges that the Leased Premises are and shall continue to be public  
21 facilities belonging to the City of St. Louis, which shall not be appropriated to any private use or  
22 purpose not specifically contemplated by the terms of this Lease, nor contemplated by necessary  
23 implication from the terms of this Lease.

1           4.     **Lessee's Obligations – Operations.** Lessee shall maintain and manage the  
2 Leased Premises at all times in a manner which results in the provision of high quality golf,  
3 tennis, driving range and food/beverage operation facilities to the public, as more fully provided  
4 in Exhibit D hereto.

5           5.     **Quiet Enjoyment.** Subject to each and every provision of this Lease, and so  
6 long as Lessee complies with its obligations hereunder, Lessor shall secure to Lessee the quite  
7 and peaceful enjoyment of the Leased Premises and the sole and exclusive possession of the  
8 Leased Premises, without objection or interference from Lessor or any party claiming under  
9 Lessor.

10          6.     **Term.** The Term of this Lease shall begin as of the Date Hereof and end March  
11 31, 2021, unless earlier terminated or extended pursuant hereto. Any provision of Section 5.e of  
12 Ordinance 59741 to the contrary notwithstanding: Lessor grants Lessee the option to extend this  
13 Lease for a period of five (5) years beginning April 1, 2021 and ending March 31, 2026. Such  
14 option will be exercised by Lessee by written notice to Lessor given during the period January 1,  
15 2020 and May 31, 2020; and further, this lease may be extended by mutual agreement of the  
16 parties for an additional period of five (5) years, beginning April 1, 2026 and ending March 31,  
17 2031. Such extension must be authorized by the Lessor by ordinance effective not later than July  
18 1, 2025.

19           In the event this Lease is terminated prior to March 31, 2031, the City agrees to use  
20 reasonable efforts to cause any future non-City operator of the Leased Premises to honor, until  
21 such date, documented commitments made by Lessee to Triple A members prior to the  
22 Assignment of Lease.



Lease Year	Golf/Carts	Range/Tennis	Food/Beverages/Merchandise
2011	10%	8%	8%
2012	10%	10%	8%
2013-15	12%	11%	9%
2016-17	14%	12%	10%
2018-20	16%	12%	11%
2021-26	18%	12%	12%
2027-31	20%	13%	12%

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Minimum Rent

Lease Year

2009	\$0	6 (Repair and golf course Maturation period, Club closed )
2010	\$0	8 (Golf course Maturation period)
2011	\$50,000	
2012	\$75,000	
2013-17	\$125,000	
2018-20	\$150,000	
2021-26	\$175,000	
2027-31	\$200,000	

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10           b)     Rent hereunder is payable in arrears in quarterly installments on the last  
11 days of the months of June, September, December and March in each Lease Year, and as  
12 provided in subparagraph e) of this Paragraph.

13           c)     A complete schedule of Lessee’s initial fees and charges for use of the  
14 golf course, tennis courts, driving range, carts and food and beverages is attached hereto as  
15 Exhibit C, incorporated herein by this reference. Proposed changes in any such fees and charges  
16 shall be approved in writing by the Director in the first instance and by the City’s Board of  
17 Estimate and Apportionment.

18           d)     As used in this Section 9, Lessee’s Annual Gross Revenues means all  
19 money received directly or indirectly by Lessee, as a result of the sales or rentals of goods and  
20 services on the Leased Premises, including but not limited to all annual fees from any and all  
21 classification of use, and any and all daily or other periodic fees, but shall not include:

Date: June 20, 2008

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- 1           (1)     Cash refunds or credits allowed on returns by customers;
- 2           (2)     Sales taxes, excise taxes, gross receipts taxes and other similar taxes now  
3 or later imposed upon the sale of food, beverages, merchandise or services and paid by Lessee to  
4 the appropriate taxing authority, whether added to or included in the selling price;
- 5           (3)     Fees and charges for golf cart, GPS systems, or other equipment rentals,  
6 golf or tennis lessons and instruction by independent contractors who do not pay a percentage of  
7 revenue from rentals, lessons and instructions to Lessee or which do not exceed the demonstrated  
8 cost to Lessee of the provision of such rental, lesson and instruction;
- 9           (4)     Sales made by any concessionaire or licensee or Lessee, it being the  
10 intention of this lease that only Lessee's share of receipts of such concessionaires or licensee, if  
11 any, is to be included in the calculation of Lessee's annual gross revenue;
- 12           (5)     Sales or trade-ins of machinery, vehicles, trade fixtures or personal  
13 property used in connection with Lessee's operation of the Leased Premises;
- 14           (6)     Amounts reasonably attributable to meals served or provided to employees  
15 of Lessee;
- 16           (7)     Receipts from the sale of waste or scrap materials resulting from Lessee's  
17 operations.
- 18           e)     Gross Revenues shall be calculated with no deduction, reduction or offset  
19 attributable to any expense of Lessee resulting from any agreement with Triple A.
- 20           f)     Not later than April 30 following the end of each Lease Year, Lessee shall  
21 furnish Lessor with a report of Annual Gross Revenues as herein defined and shall pay any  
22 balance of rent due and owing for such preceding Lease Year.

Date: June 20, 2008

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1           10.    **Payments.**    All rental payments under this Lease shall be paid to the City’s  
2    Comptroller to be held in a special fund for the account of the City’s Department of Parks,  
3    Recreation and Forestry, to wit, the Special Park Fund established by Ordinance 51336 and  
4    referred to as the “Forest Park Fund” by Ordinance 61988.

5           11.    **Accounting Records; Inspection; Audits.** The Lessee shall keep complete and  
6    accurate records of any and all gross revenues, earnings, receipts, fees, commissions and income  
7    whatsoever from the operation of the Leased Premises or any activity conducted thereon  
8    received directly or indirectly by the Lessee, in accordance with generally accepted accounting  
9    procedures. Such records shall specifically include, but not be limited to, duplicate cash register  
10   receipts and copies of bank statements and deposit slips. Lessee agrees to maintain these  
11   records for a period of two (2) years after the conclusion of any Lease Year and further agrees  
12   that such financial records shall be open and available to Lessor or other persons authorized by  
13   Lessor for examination at all reasonable times during business hours at Lessee’s offices in  
14   Dallas, Texas and, upon notice from Lessor, shall be made available at the Director’s office  
15   electronically or in paper format within five business days after such notice. In addition, the  
16   Lessee shall provide by mail quarterly gross revenue statements to Lessor’s Comptroller or his  
17   designee, which gross revenue statements shall separately set out revenues from golf; tennis;  
18   food and beverages; locker rentals; and other miscellaneous revenues.

19           At any time within two (2) years after the conclusion of a Lease Year, Lessor, acting by  
20   and through the Comptroller, may audit or have audited Lessee’s operations during such Lease  
21   Year and Lessee shall cooperated with any such audit by promptly making its records available  
22   to the auditor. If any audit is so conducted Lessor shall pay the cost of such audit, unless such  
23   audit reveals that Lessee underreported to Lessor its Annual Gross Revenues as herein defined

Date: June 20, 2008

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1 by more than two percent (2%), in which event Lessee shall pay promptly the cost of the audit in  
2 addition to paying any deficiencies in rent resulting therefrom.

3 12. **Real Property Taxes.** This Lease may create a possessory interest in Lessee  
4 subject to real property taxation. Should this occur, Lessee agrees to pay such real property taxes  
5 prior to delinquency, except in the case of contests of such taxation made in good faith. Lessee  
6 will have the right to contest the validity or amount of real property taxes by means of  
7 appropriate proceedings diligently pursued at Lessee's sole expense. Lessee agrees that, upon  
8 final determination of liability, it will promptly pay the amount of taxes found owing, along with  
9 any interest, penalties or cost that may result from Lessee's contest.

10 13. **Other Taxes.** Lessee will pay all taxes, license fees or other governmental  
11 charges assessed or imposed on the personal property of Lessee located on the Leased Premises  
12 or upon or as a result of the business operations of Lessee conducted on the Leased Premises,  
13 including any generally applicable tax or license fee of the City of St. Louis, Missouri.

14 14. **Utilities.** Lessee will pay before delinquency all charges for utilities, including  
15 electricity, gas, heating, cooling, sewers, telephone and water, used by Lessee on the Leased  
16 Premises.

17 15. **Maintenance, Repairs, Alterations, Additions.** a) Lessee assumes  
18 responsibility for maintenance and repair of all buildings and other improvements on the Leased  
19 Premises and all personal property acquired under this Lease. Notwithstanding the foregoing,  
20 Lessor acknowledges that the Maintenance building, the Tennis Hall of Fame, and the First Tee  
21 building have existing code violations. Lessor shall be responsible for bringing these buildings  
22 into compliance at no cost to Lessee. Lessee will maintain the Leased Premises in good order  
23 and in clean, sanitary and safe condition at Lessee's sole expense. Lessee further agrees that it

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1 will, not later than six (6) calendar weeks prior to the first day of the second and each subsequent  
2 Lease Year, submit to the Director a maintenance plan for the Leased Premises for the following  
3 Lease Year.

4           b) Lessee shall be responsible at its cost, for the continuing maintenance and  
5 repair of : the Leased Premises, fixtures, planting, furniture and related equipment, irrigation,  
6 plumbing, electrical, drainage, and water flow systems. Lessee shall maintain the Golf Course  
7 and Tennis Courts as a high quality public golf course and as high quality public tennis courts  
8 and related structures, respectively, based on comparable facilities with comparable fees in the  
9 St. Louis area as more fully provided in Exhibit D hereto. The Director and an authorized  
10 representative of Lessee may add facilities to or delete facilities from Exhibit D at five year  
11 intervals during the term hereof. Any additions or material alterations in the physical properties  
12 must be approved in advance in writing by Board of Public Service pursuant to Ordinance 59741  
13 and agreed to by Lessee. All buildings, structures, improvements, facilities and installations now  
14 present or hereafter erected by either party on the Leased Premises shall be considered to be  
15 owned by Lessor, and shall revert back to Lessor's control upon termination of this Lease at no  
16 expense to Lessor. Lessee shall be the legal owner of all personal property it has purchased for  
17 the maintenance and operation of the Leased Premises. The City, with the approval of the  
18 Lessee may make improvements to the facility which would serve to enhance revenue and/or  
19 increase use.

20           c) All exterior signage on the Lease Premises shall be subject to written  
21 approval of the Director and the Cultural Resources Office, which approval will not be  
22 unreasonably withheld or delayed. No living, non-storm damaged tree may be removed from the  
23 Leased Premises without the prior written approval of the Director. All trees removed shall be

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1 reported to the Monitor provided for by Section 25 hereof. Trees removed will be replaced as  
2 provided in the Lessee annual maintenance plan.

3 16. **Construction Work.** Any and all construction or work on the Leased Premises  
4 by Lessee shall be done in compliance with all applicable City, State and Federal Codes and  
5 pursuant to plans and specifications approved prior to the commencement of any such  
6 construction or work by Lessor's Board of Public Service and Cultural Resources Office, and  
7 subject to prior approval by or permit of any other City department or agency whose approval or  
8 permission may be required under the Saint Louis City Charter or Saint Louis City ordinance.

9 17. **Repairs by City.** In the event Lessee fails to make repairs or keep any part of  
10 the Leased Premises in safe and sanitary condition, Lessor reserves the right, to be exercised by  
11 the Director or his designee, to enter the property for purposes of making emergency repairs and  
12 to charge all costs of said repairs to Lessee.

13 18. **Sub-contractors.** Lessee shall be responsible for the performance of sub-  
14 contractors it may hire for duties on the Leased Premises. Lessor's Board of Public Service shall  
15 have the right of approval of sub-contractors, which approval shall not be unreasonably withheld  
16 or delayed.

17 19. **Right to Sell.** Lessee will to the extent permitted by law have the exclusive right,  
18 and duty, to sell, rent, or repair golf and tennis related supplies or equipment on the Leased  
19 Premises. Lessee will also have the right to sell food and drink on the Leased Premises,  
20 including alcoholic beverage sales through EAGL Midwest Beverage, LLC, a Delaware limited  
21 liability company qualified to business in Missouri and a wholly owned subsidiary of Lessee,  
22 subject to all necessary licensing, and to the rights of existing concession agreements and

1 sponsors of special events. Subject to prior City approval, Lessee may assign its right hereunder  
2 to an affiliate.

3           20.    **Employment.** (a) Lessee acknowledges its obligation to comply with Mayor's  
4 Executive Order 28, as amended and extended, and all applicable laws or regulations, local, state  
5 or Federal, pertaining to minority and women's business opportunity. Lessee agrees to require  
6 all sub-contractors to pay prevailing wages in the St. Louis Metropolitan Area.

7                   b)    Lessee agrees that the language, intent and purpose regarding fair  
8 employment practices contained in Section 3.44.080 of the Revised Code of the City of St.  
9 Louis, 1994, apply to this Lease and agrees to comply with the terms and spirit of said  
10 Ordinance.

11                   c)    Lessee represents and warrants that it will comply with Chapter 6.20 of  
12 the City Code as applicable.

13           21.    **Existing Relationships.** All existing written contracts for tournaments and  
14 special events shall be honored by Lessee, and all traditional relationships with outside  
15 organizations that use the Leased Premises and are presently without a contract shall be  
16 maintained and conducted in good faith by the Lessee within the traditional bounds of those  
17 relationships. Lessee will work in good faith with organizers of professional and amateur golf  
18 and tennis tournaments that may wish to contract on an occasional basis for the use of the Leased  
19 Premises.

20           22.    **Hours of Operation.** During the term of this Lease, Lessee shall continuously  
21 cause the Leased Premises to be operated in such manner as to maximize income consistent with  
22 permitted uses specified in Section 3 hereof consistent with Lessee's goal of making a reasonable  
23 profit from its operation under this Lease. If the Leased Premises are partially destroyed and this

1 Lease remains in full force and effect, Lessee shall continue operations of the Leased Premises to  
2 the extent reasonably practical during the period of restoration.

3 23. **Contract Monitor.** The Director shall appoint an employee (“the Monitor”) of  
4 the Department of Parks, Recreation and Forestry to inspect the Leased Premises for compliance  
5 with the provisions of this Lease, including but not limited to the provisions of Section 15  
6 hereof. The Monitor shall have unlimited access to inspect the Leased Premises and facilities at  
7 any reasonable time. The Monitor shall submit a report of his inspections monthly to the  
8 Director, with copies of the report to Lessee.

9 24. **Insurance.**

10 a) Lessee shall at its sole cost, procure and maintain on file with Lessor’s  
11 Comptroller at all times, policies of insurance as hereafter specified. Such policies shall name  
12 “The City of St. Louis and its officers, agents, and employees” as additional insured and be  
13 issued by insurers having a Best’s Rating of not less than B<sup>12</sup>.

14 b) Insurance in the initial minimum amounts, below, shall be provided:

15 A. Worker’s Compensation: Missouri statutory.

16 B. Comprehensive Liability (to include premises, operations, products, and completed  
17 operations and personal and bodily injury including death with employment exclusion deleted):

18

1. Bodily Injury	\$1,000,000	\$1,000,000
2. Property Damage	\$1,000,000	\$1,000,000
3. Umbrella Coverage	\$10,000,000.00	

19

20 Products completed operations shall be maintained for two (2) years after final payment.

21 C. Comprehensive Automobile Liability:

	Each Occurance	Aggregate
Bodily Injury and Property Damage Combined	\$1,000,000	\$1,000,000

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This insurance shall include for bodily injury and property damage.

- (i) owned automobiles
- (ii) hired automobiles
- (iii) non-owned automobiles

D. Fire Insurance: Lessee shall maintain, at Lessee's sole expense, a standard form policy of policies of fire and extended coverage insurance on the Leased Premises, and related buildings and all personal property, furnishings and equipment owned by Lessee. Lessee agrees to carry insurance on any deductible stipulated by Lessor's insurance carrier, if any. Lessee agrees to maintain insurance Coverage on, or otherwise assume financial liability for, personal Property, furnishings and equipment owned by Lessor.

E. Prior to any cancellation of any insurance policy, Lessor shall be given thirty (30) days written notice by registered mail, return receipt requested.

F. Any insurance required to be carried under this Lease may be included as part of any blanket or other policy or policies or insurance, or "self-insurance" plan approved by Lessor, consistent with the provisions of this Lease.

G. If at any time any of the insurance policies required by this Paragraph shall be or become unsatisfactory to Lessor, as to form or substance (including coverage amounts), or if a company issuing such policy shall have a Best's Rating of less than B<sup>12</sup>, Lessee shall, upon notice to that effect from the Lessor, promptly obtain a new policy, and submit the same for approval to Lessor's Comptroller, provided, however, that within ten days of receipt of notice to such effect from Lessor, Lessee may notify Lessor that it disputes the content of such notice. In

1 that event, such issue shall be resolved within 45 days by a panel consisting of Lessor's  
2 Comptroller or his designee, a designee of Lessee, and an insurance broker doing business in the  
3 Metropolitan Saint Louis area jointly selected by Lessor's designee and Lessee's designee within  
4 10 days after Lessee's notice under this Paragraph.

5 H. From time to time, but not more frequently than once every five (5) years, the  
6 levels or nature of insurance required to be maintained by the Lessee under this Section shall be  
7 reviewed upon the written request of the City's Comptroller or the Lessee to determine whether  
8 such levels or nature of coverage is consistent with that maintained by other parties engaged in  
9 similar activities in similar locations, and the levels of required coverage shall be reasonably  
10 adjusted as agreed to by the parties.

11 I. Upon written notice from the City's Comptroller that the limitations on liability of  
12 the City under section 537.610 RSMo. have been increased pursuant to subsection 537.610.5  
13 above the amounts of coverage provided by the Foundation as of the time such notice the  
14 Foundation shall within ten business days cause its liability coverage to be increased to the  
15 amount determined pursuant to subsection 537.610.5, and shall provide evidence of such  
16 increase to the Comptroller.

17 25. **Indemnification.** Lessee and its sureties shall indemnify, and hold harmless  
18 Lessor, and all its departments, boards, officers, agents, and employees from all suits, actions,  
19 loss, expense, or claims of any kind whatsoever, including attorneys' fees or expenses, arising  
20 out of or relating in any way to the execution, performance, or non-performance of this Lease,  
21 the Assignment and any agreement between Lessee and Triple A and its members, whether or  
22 not covered by insurance. Lessee shall, at Lessor's option, defend Lessor, at Lessee's expense,  
23 against any such claim, suit or action. This provision does not apply, however, to any such

1 liability as may be the result of the direct and proximate negligence or willful misconduct of  
2 Lessor or Lessor's employees or agents acting within the scope of their employment or agency.

3       26.    **Assignment – Assumption.** a) Lessee shall not voluntarily assign, sublet, or  
4 encumber its interest in this Lease or on the Leased Premises without Lessor's prior written  
5 approval as provided by Chapter 3.94 of the City Code. Any assignment, subletting, or  
6 encumbering without Lessor's consent shall constitute a default hereunder and shall be voidable  
7 at Lessor's election. No consent to any assignment, sublease or encumbrance shall constitute a  
8 further waiver of the provisions of this paragraph.

9            b)       Simultaneously with any assignment, sublease, or encumbrance approved  
10 by Lessor, the assignee, sublessee or second party to an encumbrance shall execute an agreement  
11 running to Lessor assuming Lessee's obligations under this Lease. Lessee shall remain fully  
12 obligated under this Lease notwithstanding any assignment or sublease or any indulgence  
13 granted by Lessor to Lessee or to any assignee or sublessee unless released in writing by Lessor.

14       27.    **Damage and Restoration.** If any of the Golf Course, Tennis courts or the Club  
15 House or other improvements should be partially damaged or totally destroyed by fire or other  
16 casualty, Lessee will use the insurance proceeds, if any, to promptly and diligently restore the  
17 damaged or destroyed improvements to substantially the same condition as they were in  
18 immediately before such destruction, provided that restoration can be made under existing laws.  
19 To the extent insurance proceeds are not adequate to so restore, Lessor may, but need not,  
20 require the restoration to be performed with the costs in excess of insurance proceeds to be paid  
21 by Lessor. During any period in which restoration prevents Lessee from using all or a significant  
22 portion of the Leased Premises, there shall be an equitable abatement or reduction of minimum  
23 rent. If existing laws do not permit the restoration, or if insurance proceeds are insufficient and



1 Lessor does not elect to restore, or if the parties should agree that restoration is not warranted,  
2 then either party may elect to terminate this Lease by giving 90 days notice to the other. Such  
3 termination shall release and discharge both parties hereto from any further obligations or  
4 liabilities under this Lease except for the payment of sums due and owing by Lessee to Lessor as  
5 of the termination date.

6       28.     **Eminent Domain.**     If at any time during the term of this Lease, title to all or  
7 substantially all of the Leased Premises shall be taken by condemnation or by right of eminent  
8 domain, this Lease shall terminate on the date of such taking and all rental payments already  
9 made during the Lease Year in which the taking occurs shall be apportioned as of the date of the  
10 taking. For the purpose of this section, substantially all of the Leased Premises shall be deemed  
11 to have been taken if that portion of the Leased Premises not taken cannot be economically  
12 utilized by Lessee for those purposes permitted under Section 3 of this Lease, but if the Golf  
13 Course, Tennis Courts and Clubhouse and Driving Range are not taken, then less than  
14 substantially all of the lease premises shall be deemed to have been taken.

15       If there is a taking by right of eminent domain, the award shall belong to and be paid to  
16 Lessor, except that Lessee shall receive from the award the following: (a) a sum attributable to  
17 the value of Lessee's leasehold estate, including any and all improvements made by Lessee  
18 during the term of this Lease, and (b) a sum attributable to loss of good will if included in the  
19 award.

20       29.     **Frustration of Purpose.**     At any time during the term of this Lease, if the  
21 governing body of any political subdivision having competent jurisdiction over the leased  
22 premises should enact any valid zoning ordinance, law or regulation which prohibits the use of  
23 the whole or a substantial part of the Leased Premises for the purposes as provided in Section 3

1 of this Lease, Lessee may elect, within one hundred twenty (120) days after the effective date of  
2 such ordinance, law or regulation, to cancel this Lease and surrender possession of the Leased  
3 Premises. Any such cancellation and surrender will act to release and discharge the parties  
4 hereto from any further obligation under this Lease except for the payment of any sums due and  
5 owing by the Lessee to the Lessor as of the termination date.

6 30. **Lessor's Cooperation.** Lessor recognizes and acknowledges that Lessee may  
7 need the assistance and cooperation of Lessor from time to time in order to properly perform and  
8 fulfill Lessee's covenants and obligations under this Lease. Therefore, Lessor agrees that the  
9 Director shall designate a specific officer or agent whose responsibility it shall be to work with  
10 Lessee in assuring that Lessee obtains the appropriate assistance and cooperation of Lessor,  
11 subject to the terms of this Lease and all applicable laws.

12 31. **Annual Report.** Lessee shall submit to the Director a written annual report  
13 describing in detail the activities and operations of Lessee on the Leased Premises in the  
14 preceding calendar year by April 30 of each year.

15 32. **Violations, Default, Remedies.** a) Notwithstanding the provisions of  
16 Section 5.d of Ordinance 59197 to the contrary, the following conditions will constitute a breach  
17 of this Lease and a default hereunder:

18 (1) If Lessee fails to pay any Rent when due or fulfill any other monetary  
19 obligation of Lessee to Lessor, including but not limited to the maintenance of insurance and the  
20 making of any payment of Rent when due under Paragraphs 8 and 9 hereof and Lessee fails to  
21 cure such monetary default within thirty (30) days after written notice from Lessor to Lessee of  
22 such monetary default.

1           (2)     If either party fails to perform any of its other non-monetary obligations  
2 under this Lease when due or called for, and that breaching party fails to cure the default within  
3 30 days of notice from the non-breaching party.

4           (3)     If Lessee shall fail to satisfy any final judgment against it arising out of its  
5 operations at the Leased Premises within thirty (30) days after such judgment becomes final.

6           (4)     The levy of any attachment or execution or the appointment of any  
7 receiver or the execution of any other process of any court which directly or indirectly  
8 substantially interfered with Lessee's operations under this Lease and which attachment,  
9 execution, receivership, or other process of such court (or the effect thereof) is not vacated,  
10 dismissed or set aside within a period of one hundred twenty (120) days.

11          (5)     If Lessee shall be adjudged bankrupt, or a receiver be appointed for  
12 Lessee's property, or if Lessee's interest in this Lease shall pass by operation of law to any  
13 person other than Lessee and such adjudication, appointment or order is not vacated, dismissed,  
14 or set aside within one hundred twenty (120) days from its entry.

15          (6)     If any material representation made in this Lease by Lessee to Lessor shall  
16 be found to be false.

17          (7)     If Lessee shall make any assignment, sublease, or encumbrance of this  
18 Lease or any interest of Lessee under this Lease, without Lessor's approval pursuant to Section  
19 26 of this Lease.

20          b)     If any of the events identified in subparagraphs a) (2) through a) (5) of this  
21 Section should occur, such event shall constitute a default if the defaulting party fails to cure  
22 such event within sixty (60) days from the date of written notice from the non-defaulting party,  
23 provided, however, that if the nature of the non-monetary default is the result of a force majeure

1 occurrence or is otherwise of a nature such that it cannot be fully cured within that sixty (60) day  
2 period, the party in default shall have such additional time as is reasonably necessary to cure the  
3 default so long as the party in default is proceeding diligently to complete the necessary cure  
4 after service of notice by the non-defaulting party.

5 c) If Lessee shall be in breach of this Lease, as provided above, this Lease  
6 and Lessee's interest and rights thereunder shall cease, terminate, and be forfeited and Lessee  
7 shall surrender the Leased Premises forthwith. In addition, if any of the conditions identified in  
8 sub-Paragraph (a) above should occur and the party in default does not cure the default, the non-  
9 defaulting party may elect to terminate this Lease immediately and seek all remedies as provided  
10 at law and equity. If Lessee is the party in default, Lessor may terminate Lessee's right to  
11 possession without termination of the Lease. If Lessor elects to continue the Lease and so  
12 informs Lessee in writing, Lessor will retain the right to recover rent and all other payments at  
13 such time as they become due under this Lease and Lessee may assign its interest in the Lease  
14 pursuant to Paragraph 26 of this Lease. Lessor may also elect to rent the Leased Premises to any  
15 other party at a rental rate and for such terms as Lessor deems practicable, and the rent so  
16 received shall be credited to the account of Lessee, less any expense of repossession and re-  
17 renting. During the unexpired remainder of the Lease term, Lessee will be liable for a deficiency  
18 that results from Lessor re-renting the Leased Premises at a lesser amount than the minimum rent  
19 called for in this Lease.

20 33. **Environmental Laws; Inspections.** The Lessee shall not take or omit any action  
21 which would constitute a violation of any applicable laws pertaining to health of the environment  
22 including, without limitation, the Comprehensive Environmental Response Compensation and  
23 Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of

1 1986, as hereafter amended (“CERCLA”), the Resource Conservation and Recovery Act of  
2 1976, as amended by the Used Oil Recycling Act of 1980, the Hazardous and Solid Waste  
3 Amendments of 1984, as hereafter amended (“RCRA”), the Federal Water Pollution Control  
4 Act, as now or hereafter amended (“AWPCA”), and any laws of the State of Missouri or any  
5 subdivision thereof, relating to the presence of, removal, spill, release, leaking or disposal of oil,  
6 petroleum, toxic pollutants, solid waste or other hazardous substances. Notwithstanding the  
7 foregoing, Lessee shall not be liable to City for any violation of such laws not caused or  
8 committed by Lessee, its agents, employees, contractors, and invitees.

9 The City shall have the right to inspect any and all portions of the Leased Premises,  
10 including facilities or vehicles located thereon, at any time during normal business hours or at  
11 any time if the City has reason to believe that a violation of any federal or state law or City  
12 ordinance has occurred or is about to occur.

13 34. **Non-Waiver.** No failure of either party to exercise any power given under this  
14 Lease or to insist upon strict compliance with the undertakings, duties and obligations of the  
15 other party hereunder, and no custom or practice of either party at variance with the terms hereof  
16 shall constitute a waiver of either party’s right to demand exact compliance with the provisions,  
17 covenants, terms and conditions of this Agreement.

18 35. **Peaceable Termination.** Lessee shall peaceably and immediately give up and  
19 surrender to Lessor the Lease Premises and every part thereof at the termination of this Lease.

20 36. **Time of Essence.** Time is of the essence of each provision of this Lease.

21 37. **Integrated Agreement.** This Lease contains or refers to all of the agreements of  
22 the parties and cannot be amended or modified except by written agreement.

1           38.    **Lessee's Acknowledgements.** Lessee acknowledges that neither expenditures  
2 of funds by Lessee, nor construction of improvements by Lessee, nor any representation by any  
3 City official or employee, shall create any valid expectancy or right in the Lessee to renewal of  
4 this lease, or obligation by Lessor to renew this Lease, and that Lessee's performance of all its  
5 undertakings in this lease, over the term thereof, is a valid factor for consideration by the City in  
6 determining whether this Lease shall be renewed.

7           39.    **Notices and Addresses.** All notices, demands, requests or replies provided for  
8 or permitted by this Lease shall be in writing and may be delivered by any one of the following  
9 methods: (1) by personal delivery; (2) by deposit with the United States Postal Service as  
10 certified or registered mail, return receipt requested, postage prepaid to the addresses stated  
11 below; or (3) by deposit with an overnight express delivery service. Notice deposited with the  
12 United States Postal Service in the manner described above shall be deemed effective three (3)  
13 business days after deposit with the Postal Service. Notice by overnight express delivery service  
14 shall be deemed effective upon delivery. Notice by personal delivery shall be deemed effective  
15 at the time of personal delivery.

16           For purposes of notice, demand, request, reply or payment, if to Lessor, delivery of such  
17 shall be to both the Director and to the Comptroller at the following addresses:

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Director of Parks,  
Recreation and Forestry  
5600 Clayton Road  
St. Louis, MO 63110

Comptroller of the  
City of St. Louis  
Room 212, City Hall  
St. Louis, MO 63103

1 If to Lessee, delivery shall be to:

2  
3 Jeffry Raffelson  
4 Regional Manager  
5 The Norman K. Probstain Community Golf Courses and Youth Learning Center  
6 At Forest Park  
7 6141 Lagoon Drive  
8 St. Louis, MO 63112  
9

10 with copy to :

11 Lynn Marie Mallery  
12 Senior Vice President & General Counsel  
13 Eagle Golf  
14 4851 LBJ Freeway, Ste. 600  
15 Dallas, Texas 75244  
16

17 Each party shall have the right to designate a different address within the United States of  
18 America by the giving of notice in conformity with this section.

19 40. **Governing Law.** This Lease and the rights and liabilities of the parties to this  
20 Lease shall be governed by the laws of the State of Missouri. If any provision of this Lease is  
21 invalidated by judicial decision or statutory enactment, the invalidity of any such provision will  
22 not affect the validity of any other provision of this Lease.

23 41. **Captions.** Captions in this Lease are included for convenience only and are  
24 not to be taken into consideration in any construction or interpretation of this Lease or any of its  
25 provisions.

26 42. **Nondiscrimination.** Lessee agrees that in the use of the Leased Premises or in  
27 the use of any premises, it will not exclude or discriminate against any person solely because of  
28 race, color or creed, or for any reason not sanctioned by law and not applicable alike to persons  
29 generally in the use of said Leased Premises.

Date: June 20, 2008

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Board Bill No.136 Sponsor: Alderwoman Lyda Krewson

1           43.    Binding Effect.       This Lease shall be binding on and inure to the benefit of  
2 the parties and their successors except as otherwise herein provided.

3 THE CITY OF ST. LOUIS

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**EXHIBIT A**  
**ASSIGNMENT**  
**ASSIGNMENT OF LEASE**  
**Triple A Golf & Tennis**

This Assignment of Lease (“Assignment”) is made and entered into the \_\_\_ day of \_\_\_\_\_, 2008, by and between St. Louis Amateur Athletic Association a Missouri non-profit corporation (“Assignor”) and Evergreen Alliance Golf Limited, L. P., a Delaware limited partnership, (“Assignee”).

**Recitals**

WHEREAS, Assignor and the City of St. Louis, Missouri (“Lessor”) are parties to that Lease Agreement dated March 30, 1990, (“Lease”), relating to the facility known as the Triple A Golf & Tennis Club and more particularly set forth on Exhibit A (“Triple A”). All capitalized terms herein will have the meaning as set forth in the Lease, Agreement dated March 30, 1990 unless otherwise defined herein (“Lease Agreement”); and

WHEREAS, subject to Lessor’s Consent, Assignor would like to convey, transfer and assign all of its right, title and interest in and to the Lease; and

WHEREAS, Assignee desires to take assignment of Assignor’s right, title and interest in the Lease Agreement.

NOW, THEREFORE, in consideration of the premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

- 4. Assignor agrees to assign and Assignee agrees to take assignment of all of Assignor’s right, title and interest in the Lease Agreement.
- 5. This Assignment is conditioned upon consent thereto by Lessor.
- 6. This Assignment shall be governed by and construed in accordance with the laws of the State of Missouri.

IN WITNESS WHEREOF, Assignor and Assignee have entered into this Assignment effective the date first set forth above.

ASSIGNOR:

St. Louis Amateur Athletic Association

Date: June 20, 2008

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Board Bill No.136      Sponsor: Alderwoman Lyda Krewson

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By: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

ASSIGNEE:

Evergreen Alliance Golf Limited, L. P.,  
A Delaware limited partnership

By: Premier Golf EAGL GP, L.L.C  
A Delaware limited Liability Company,  
Its general partner

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

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**EXHIBIT B**  
**MAP**

Date: June 20, 2008

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Board Bill No.136

Sponsor: Alderwoman Lyda Krewson

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**EXHIBIT C**  
**LIST OF BUILDINGS, FIXTURES, IMPROVEMENTS**

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**EXHIBIT D**  
**LIST OF COMPARABLE GOLF COURSES**

Spencer T. Olin Golf Course—City of Alton 18-Hole course/9-Hole learning course (Run by the Palmer Group)

Ruth Park Golf Course—University City’s 9-Hole Municipal Facility

Norman K. Probststein Facility, City of St. Louis, operated by EAGLE, 27 Holes across the park from Triple A.

Creve Coeur Golf Course—Creve Coeur’s 9-Hole Municipal Facility

Quail Creek Golf Course—St. Louis County Course—18-Hole Course, Run by a management group.

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**EXHIBIT E  
INITIAL FEES & CHARGES**

**Fee Schedule**

<b>Annual Passes</b>	<b>2008</b>	<b>2009</b>	<b>2010</b>	<b>2011</b>
Adult Full Pass Golf & Tennis	1,000	1,000	1,000	1,050
Adult Family Pass Golf & Tennis	1,450	1,450	1,600	1,650
Adult Full Pass Tennis Only	425	425	425	425
Adult Family Pass Tennis Only	660	660	660	660
Under 40 Tennis Annual Pass	235	235	235	235
Youth 12 to 19 Tennis & Golf		150	150	150
Youth Tennis 12 to 19 Tennis Only		100	100	100
After 2011 rates can increase at the CPI or 3 % whichever is greater or Lessee can increase rates with the approval of the Director and the Board of E & A Family as defined above is Mother, Father & Children under 19				

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Board Bill No.136 Sponsor: Alderwoman Lyda Krewson

<b>Daily Fees Golf</b>	<b>2008</b>	closed <b>2009</b>	<b>2010</b>	<b>2011</b>
	9 Holes Weekday Golf	14.00		16.00
9 Holes Weekend Golf	16.00		19.00	20.00
9 Holes Sr / Jr Golf	11.00		11.50	12.00
9 Hole Cart Rental Golf	13.00		15.00	16.00
<b>Daily Fees Tennis</b>				
	<b>2008</b>			
Weekday ( Open to 3 pm )	5.00			
Weekday ( 3 pm to Close )	10.00			
Weekend (Open to 2 pm)	10.00			
Weekend (2pm to Close)	5.00			
Juniors M-F ( Open to 3) S-S After 2 pm	1.00			
After 2011 (in Golf) & 2008 (in Tennis) Rates can increase at the CPI or 3 % whichever is greater or Lessee can increase rates with the approval of the Director and the Board of E & A				

<b>Grandfathered Tri A Existing Passes</b>	<b>2008</b>
Adult Full Pass Golf & Tennis *	783
Adult Family Pass Golf & Tennis *	1442
Adult Full Pass Tennis Only	425
Adult Family Full Pass Tennis Only	660
Under 40 Tennis Annual Pass	235
Corporate *	1684
Increases at 3 % or CPI whichever is greater but can't be priced more than the current year passes	

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