

1 An Ordinance authorizing and directing the Mayor and the Comptroller of the
2 City of St. Louis to enter into and execute a lease option and lease, which is hereto
3 attached and substantially in the same form as Lease Option (Exhibit A) and Lease
4 Agreement (Exhibit B), of City-owned property located at 8400 Alabama and 8402
5 Alabama for a period of the lesser of ninety-nine (99) years or upon the expiration of
6 Pinnacle’s, or its assigns, lease with St. Louis County Port Authority; and containing a
7 severability clause.

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

9 **SECTION ONE.** The Mayor and the Comptroller of the City of St. Louis are
10 hereby authorized and directed to enter into and execute on behalf of the City the “Lease
11 Option” and “Lease Agreement,” attached and substantially in the same form and
12 incorporated by reference as Exhibit A and Exhibit B, between the City and Pinnacle
13 Entertainment, Inc., a Delaware Corporation (“Lessee”), for a period of the lesser of
14 ninety-nine (99) years or upon the expiration of Pinnacle’s, or its assigns, lease with St.
15 Louis County Port Authority.

16 **SECTION TWO.** The terms, covenants, and conditions set forth in this
17 Ordinance shall be applicable exclusively to the “Lease Option” and “Lease Agreement”
18 and shall not be applicable to any other existing or future agreements, documents, or
19 instruments unless specifically authorized by an ordinance after the effective date of this
20 Ordinance.

21 **SECTION THREE.** The sections, conditions and provisions of this Ordinance
22 or portions thereof shall be severable. If any section, condition or provision of this

- 1 Ordinance or portion thereof is held invalid by a court of competent jurisdiction, such
- 2 holding shall not invalidate the remaining sections, conditions, or provisions of this
- 3 Ordinance.