

**LAMBERT-ST. LOUIS INTERNATIONAL AIRPORT  
FIRST AMENDMENT TO CONCESSION AGREEMENT  
(WINE BAR)**

**THIS FIRST AMENDMENT**, made and entered into as of the 27<sup>th</sup> day of February, 2017, by and between The CITY OF ST. LOUIS ("**City**"), a municipal corporation of the State of Missouri and Taste, Inc. d/b/a Vino Volo ("**Concessionaire**"), a corporation organized and existing under the laws of the State of California, is an amendment to Concession Agreement AL-354 (the "**Agreement**") dated June 24, 2015.

**WITNESSETH THAT:**

**WHEREAS**, the City and Concessionaire desire to amend the Concession Agreement to their mutual benefit;

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

1. The Effective Date of this First Amendment shall be January 1, 2017.
2. Section 201, entitled "Premises," is hereby deleted in its entirety including Exhibit "A" entitled "Premises" and replaced by the following new Section 201 and the attached revised Exhibit "A" entitled "Premises":

"SECTION 201. PREMISES. City hereby permits the Concessionaire to install, maintain and operate a Wine Bar Concession at the location on Airport property, in accordance with rights granted under Section 301 entitled "Rights:"

- A. Terminal 1 Location, consisting of 920 square feet of concession space on Concourse A;  
and
- B. Terminal 2 Location, consisting of 1,134 square feet of concession space and 200 square feet of storage space

As more fully described in **Exhibit "A"** entitled "Premises", which is attached hereto and made a part hereof. The rights granted in Section 301 hereof must only be exercised within the Premises.

The Director has the right to add, substitute, relocate or delete portions of the Premises upon reasonable notice to the Concessionaire. The City will not be liable or responsible for any loss whatsoever, including without limitation, any inconvenience or loss by the Concessionaire of work time, profit or business, actual, incidental, consequential or special damages resulting from these changes to the Premises. In the event that the Premises are relocated or reclaimed, Concessionaire will be reimbursed the Unamortized Investment of the relocated Premises. In addition, the City will make reasonable efforts to find replacement space that is of equal size and value as that of the reclaimed Premises. In the event that the Premises are relocated or reclaimed, and if replacement

space is developed by Concessionaire with less than three (3) years remaining on the Term, then the Build-Out Costs of the replacement space will be amortized on a straight-line basis over a five (5) year life, with any Unamortized Investment being paid to Concessionaire upon contract termination

Concessionaire accepts the Premises "AS IS" with no warranties or representations of any kind, expressed or implied, either oral or written, made by the City or any of its officers, employees, agents, or representatives. The City without limitation expressly disclaims and negates as to the Premises any implied or expressed warranty of merchantability, any implied or expressed warranty for a particular purpose and any expressed or implied warranty with respect to the Premises or any portion thereof or the use or condition of the Premises."

3. Section 401 of the Agreement, entitled "Term," is hereby deleted in its entirety and replaced with the following new Section 401:

"SECTION 401. TERM. The "Term" of this Agreement consists of a Six (6) months "Build-Out Period" beginning on the Commencement Date, followed by the "Concession Period" consisting of Eight (8) Contract Years, unless sooner terminated in accordance with other Provisions of this Agreement. The Commencement Date, Build-Out Period and the Concession Period and the Expiration Date will be written by the City below.

"Commencement Date": July 1, 2015

"Build-Out Period": July 1, 2015 to December 31, 2015

"Concession Period": January 1, 2016 to December 31, 2023

"Expiration Date": December 31, 2023

4. Section 502A of the Agreement is hereby deleted in its entirety and replaced with the following new Section 502A:

<u>"Contract Year"</u>	<u>Minimum Annual Guarantee (MAG)</u>
1	\$60,000
2	\$80,000
3	\$95,000
4	\$100,000
5	\$105,000
6	\$110,000
7	\$110,000
8	\$110,000"

5. Section 502B of the Agreement is hereby deleted in its entirety and replaced with the following new Section 502B:

B(1). "Terminal 1 Location Percentage Fee Rates by Food & Beverage Category for the period beginning January 1, 2017 and ending on the Expiration Date, as applied to Gross Receipts

Food & Beverage Category	Percentage Fee Gross Sales Up To \$500,000	Percentage Fee Gross Sales Over \$500,000
Food	10%	12%
Non-Alcoholic Beverage	10%	12%
Alcoholic Beverages	10%	12%
Approved Merchandise (including retail wine)	10%	12%

B(2). "Terminal 2 Location Percentage Fee Rates by Food & Beverage Category for the period beginning January 1, 2016 and ending March 31, 2017, as applied to Gross Receipts.

Food & Beverage Category	Percentage Fee
Food	10%
Non-Alcoholic Beverage	10%
Alcoholic Beverages	10%
Approved Merchandise (including retail wine)	10%

B(3). "Terminal 2 Location Percentage Fee Rates by Food & Beverage Category for the period beginning April 1, 2017 and ending on the Expiration Date, as applied to Gross Receipts.

Food & Beverage Category	Percentage Fee Gross Sales Up To \$1,500,000	Percentage Fee Gross Sales Over \$1,500,000
Food	13%	15%
Non-Alcoholic Beverage	13%	15%
Alcoholic Beverages	13%	15%
Approved Merchandise (including retail wine)	13%	15%

Items not clearly belonging to one of the Food & Beverage Categories listed above will be assigned a Food & Beverage Category by the Director. The Director's decision will be final and binding."

6. Article VII of the Agreement is hereby amended by adding the following new Section 714, entitled "Mid Term Reinvestment:"

"Section 714. Mid Term Reinvestment

- A. Concessionaire shall have the right, without cost to City, to construct additional New Improvements to or in the Premises, subject to and in accordance with the Provisions of this Agreement.
- B. Concessionaire covenants, warrants, represents, and agrees that the Concessionaire shall expend or cause to be expended not less than **Seven Hundred and Ninety Thousand Dollars (\$790,000.00)** (the "Phase I Mid-Term Reinvestment") to Refurbish the Premises. The Phase I Mid-Term Reinvestment to make Refurbishments to the Premises shall include only those costs incurred or expended by the Concessionaire or its sublessees' **from January 1, 2017 through April 30, 2017**. Concessionaire must perform and complete the refurbishments for the Phase I Mid-Term Reinvestment in accordance with the Provisions of this Agreement."
- C. Concessionaire covenants, warrants, represents, and agrees that the Concessionaire shall expend or cause to be expended not less than **Ninety Thousand Dollars (\$90,000.00)** (the "Phase II Mid-Term Reinvestment") to Refurbish the Premises. The Phase II Mid-Term Reinvestment to Refurbish the Premises must include only those costs incurred or expended by the Concessionaire or its sublessees **from January 1, 2020 through**

**August 30, 2020.** Concessionaire shall perform and complete the refurbishments for the Phase II Mid-Term Reinvestment in accordance with the Provisions of this Agreement.”

7. All other terms, covenants and conditions of the Agreement, not inconsistent with this First Amendment, are unchanged and hereby ratified and approved and will remain in full force and effect.

*(Remainder of page left intentionally blank)*

Confidential  
garvinm@stlouis-mo.gov  
2020-01-15 17:40:23 +0000

IN WITNESS WHEREOF, the parties hereto for themselves, their successors and assigns, have executed this First Amendment the day and year first above written.

Authorized by City Ordinance 70412, approved <sup>December 19</sup>~~November 9~~, 2016

The foregoing First Amendment was approved by the Airport Commission at its meeting on the 2nd day of November, 2016.

THE CITY OF ST. LOUIS BY:

*for/* [Signature]  
Commission Chairman  
and Director of Airports

2/1/17  
Date

APPROVED AS TO FORM ONLY BY:

COUNTERSIGNED BY:

[Signature] 2-2-2017  
City Counselor Date  
City of St. Louis

Dailene Green 2/22/17  
Comptroller, Date  
City of St. Louis

ATTESTED TO BY:

[Signature] FEB 27 2017  
Register, Date  
City of St. Louis

COMPTROLLER'S OFFICE  
DOCUMENT # 68601

The Board of Estimate and Apportionment approved the foregoing First Amendment in substance at its meeting on the 16th day of November, 2016.

Approved as SB #188

[Signature] 2/6/17  
Secretary, Date  
Board of Estimate & Apportionment

TASTE, INC. d/b/a VINIO VOLO

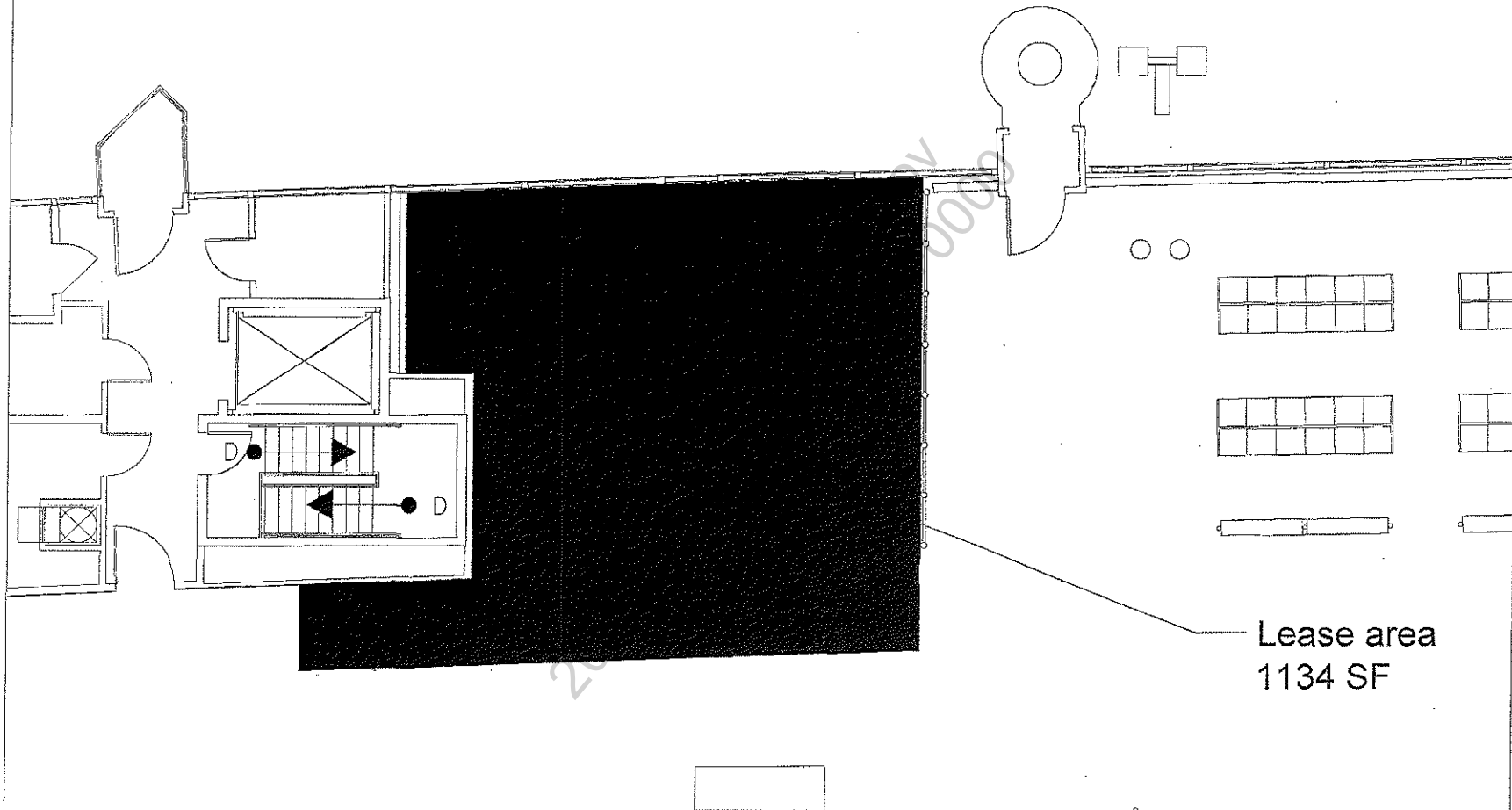
BY: [Signature]  
Title: CEO  
Date: 10/26/16

**EXHIBIT A**

**PREMISES**

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garvinm@stlouis-mo.gov  
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# E18



Lease area  
1134 SF

**NOTE:**  
DRAWING FOR ILLUSTRATIVE PURPOSES ONLY IF DESIGN WORK  
IS TO BE DONE. THE DESIGNER SHOULD VERIFY THE DIMENSIONS  
PRIOR TO DOING DESIGN WORK.



**LAMBERT-ST. LOUIS  
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**Wine Premise Lease Exhibit  
Terminal 2**

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Coordinate System:

Prepared By:

JMC

Review and Approval By:

Date: 01/13/2018

Sheet No:

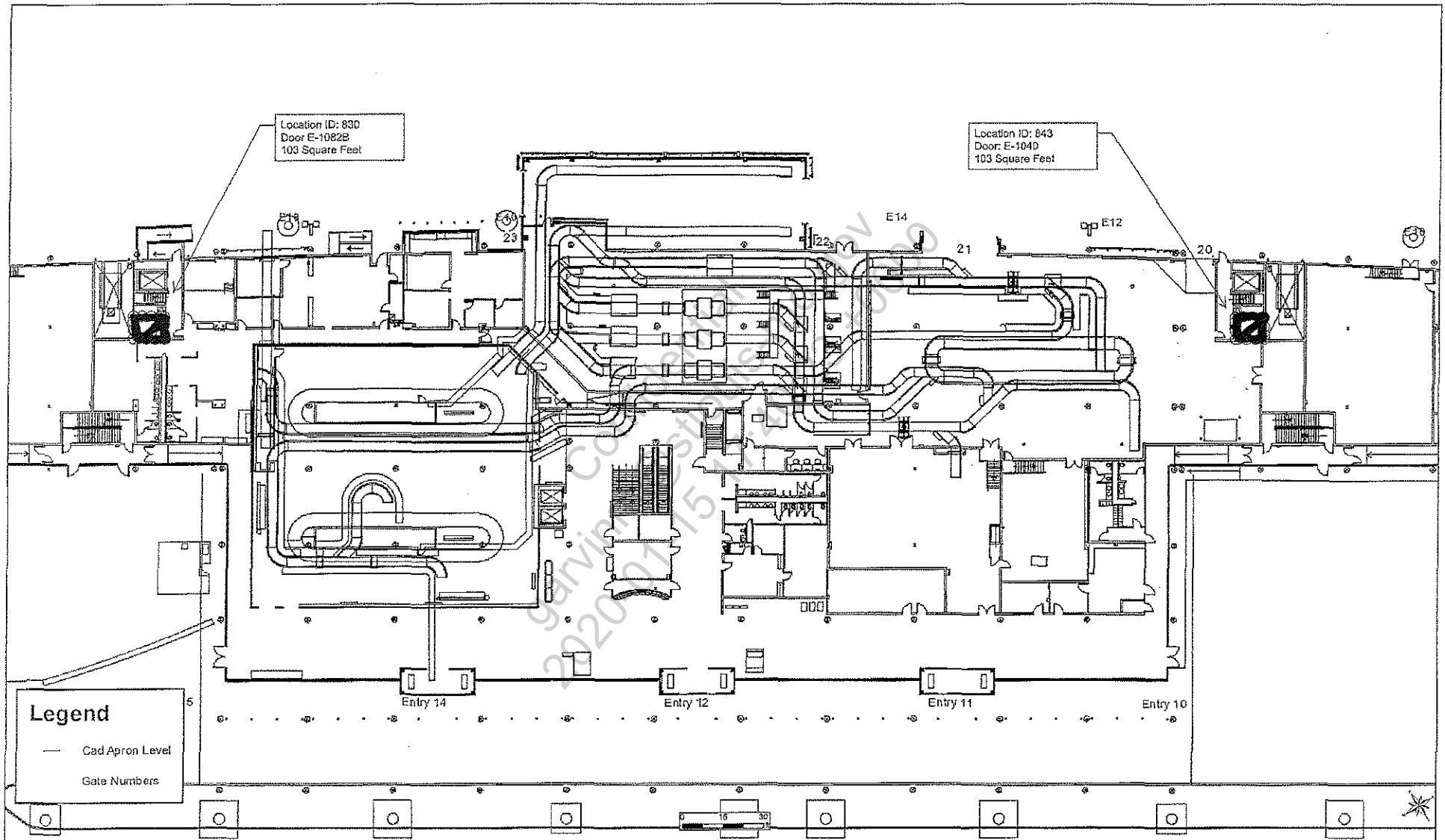
2 of 2

Date:

Project Number:

1157





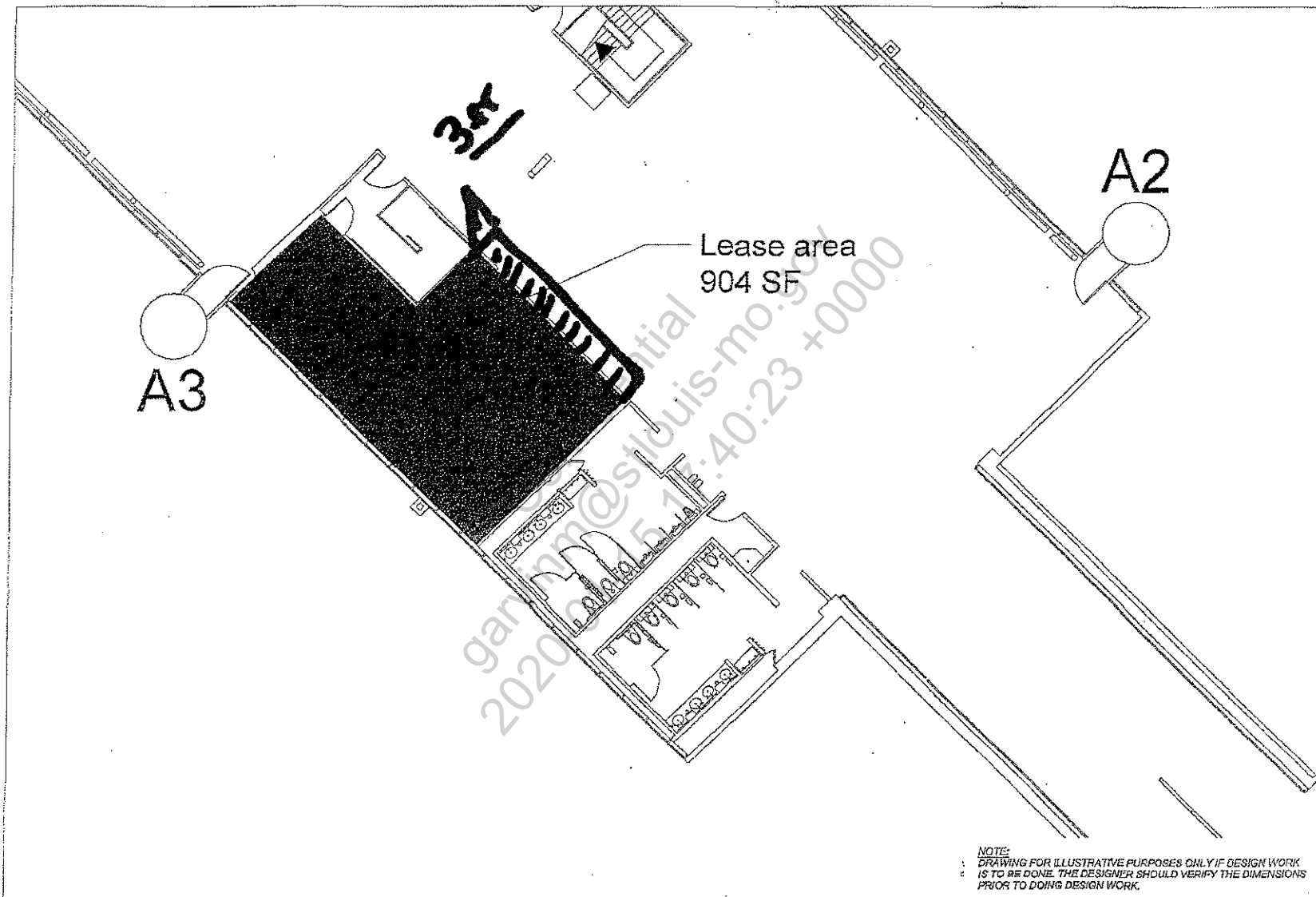
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## Terminal 2 Vino Volo Storage Space

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Coordinate System:  
State Plane Coordinate, Missouri East Zone  
North American Datum 1983 Survey Feet

Prepared By: Ryan Storoff  
Date: 10/11/2016  
Reviewed and Approved By:  
Date:



LAMBERT-ST. LOUIS  
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Wine Premise Lease Exhibit  
Concourse A

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Coordinate System:

Prepared by:

JMC

Reviewed by:

1 of 2

1157