



CONCOURSE COMMUNICATIONS GROUP, LLC

FIRST AMENDMENT TO

WIFI AND DISTRIBUTED ANTENNA SYSTEM OPERATING AGREEMENT

AL#-263

**ST. LOUIS LAMBERT INTERNATIONAL AIRPORT
FIRST AMENDMENT TO OPERATING AGREEMENT
(WIFI AND DISTRIBUTED ANTENNA SYSTEM)**

THIS FIRST AMENDMENT, made and entered into as of the 2nd day of November, 2017, by and between The CITY OF ST. LOUIS ("City"), a municipal corporation of the State of Missouri and CONCOURSE COMMUNICATIONS GROUP, LLC ("Operator"), a limited liability corporation organized and existing under the laws of the State of Delaware, is an amendment to Operating Agreement AL-263 (the "**Agreement**") dated February 11, 2015.

WITNESSETH THAT:

WHEREAS, the City and Operator desire to amend the Operating 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 Operator agree as follows:

1. The Effective Date of this First Amendment shall be October 1, 2017.
2. Section 502(A) of the Agreement is hereby deleted in its entirety and replaced with the following new Section 502(A):

"A. Wi-Fi Fee. Beginning on the Commencement Date and ending on September 30, 2017, the Operator agrees to pay to City a sum equal to the greater of: the Minimum Annual Guarantee (MAG) of One Hundred Ten Thousand Dollars (\$110,000.00); or the Percentage Fee of 30% of Gross Receipts.

Beginning on October 1, 2017 and throughout the remaining Term of the Agreement, the Operator agrees to pay to City a sum equal to the greater of: the Minimum Annual Guarantee (MAG) of Sixty Five Thousand Dollars (\$65,000.00); or the Percentage Fee of 20% of Gross Receipts."

3. Section 601(N) of the Agreement is hereby deleted in its entirety and replaced with the following new Section 601(N):

"N. The Operator will offer the first sixty (60) minutes of wireless internet access at no charge to each user."

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

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 70620, approved October 16, 2017

The foregoing First Amendment was approved by the Airport Commission at its meeting on the 6th day of September, 2017.

THE CITY OF ST. LOUIS BY:

[Signature] 10/9/17
Commission Chairman Date
and Director of Airports

APPROVED AS TO FORM ONLY BY:

[Signature] 10/19/17
City Counselor Date
City of St. Louis

COUNTERSIGNED BY:

Darlene Green 10/28/17
Comptroller, Date
City of St. Louis

ATTESTED TO BY:

[Signature] 11-2-17
Register, Date
City of St. Louis

COMPTROLLER'S OFFICE
DOCUMENT # 68052

The Board of Estimate and Apportionment approved the foregoing First Amendment in substance at its meeting on the 20th day of September, 2017.

[Signature] 10/18/17
Secretary, Date
Board of Estimate & Apportionment

CONCOURSE COMMUNICATIONS GROUP, LLC

BY: [Signature]

Title: SVP, Business Development

Date: 8/29/17