

**ORDINANCE #69693
Board Bill No. 295**

An Ordinance recommended by the Board of Estimate and Apportionment authorizing and directing the Director of Airports and the Comptroller of The City of St. Louis (the "City") to enter into and execute on behalf of the City the "First Amendment To Fuel System Lease and Use Agreement" (the "First Amendment") to the Lambert-St. Louis International Airport® Fuel System Lease and Use Agreement AL-442 between the City and STL Fuel Company LLC, dated December 22, 2011, and authorized by City Ordinance No. 69039, approved November 18, 2011 (the "Agreement"); the First Amendment, which is attached hereto as **ATTACHMENT "1"** and made a part hereof, was approved by the City's Airport Commission, and its terms are more fully described in Section One of this Ordinance; containing a severability clause and an emergency clause.

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

SECTION ONE. The Director of Airports and the Comptroller of The City of St. Louis (the "City") are hereby authorized and directed to enter into and execute on behalf of the City the "First Amendment To The Fuel System Lease and Use Agreement" (the "First Amendment") to the Lambert-St. Louis International Airport® Fuel System Lease and Use Agreement AL-442 between the City and STL Fuel Company LLC, a Delaware limited liability company, dated December 22, 2011, and authorized by City Ordinance No. 69039, approved November 18, 2011 (the "Agreement"); the First Amendment was approved by the City's Airport Commission and is to read in words and figures substantially as set out in **ATTACHMENT "1"**, which is attached hereto and made a part hereof.

SECTION TWO. The sections or provisions of this Ordinance or portions thereof shall be severable. In the event that any section or provision of this Ordinance or portion thereof is held invalid by a court of competent jurisdiction, such holding shall not invalidate the remaining sections or provisions of this Ordinance unless the court finds the valid sections or provisions of this Ordinance are so essentially and inseparably connected with, and so dependent upon, the illegal, unconstitutional or ineffective section or provision that it cannot be presumed that the Board of Aldermen would have enacted the valid sections or provisions without the illegal, unconstitutional or ineffective sections or provisions; or unless the court finds that the valid sections or provisions, standing alone, are incomplete and incapable of being executed in accordance with the legislative intent.

SECTION THREE. This being an Ordinance for the preservation of public peace, health, or safety, it is hereby declared to be an emergency measure as defined in Article IV, Section 20 of the City's Charter and shall become effective immediately upon its approval by the Mayor of the City.

ATTACHMENT "1"

**CITY OF ST. LOUIS
LAMBERT-ST. LOUIS INTERNATIONAL AIRPORT®**



**FIRST AMENDMENT
FUEL SYSTEM LEASE AND USE AGREEMENT**

STL FUEL COMPANY, LLC NO. AL-442

AL-442

**LAMBERT-ST. LOUIS INTERNATIONAL AIRPORT®
FIRST AMENDMENT TO FUEL SYSTEM LEASE AND USE AGREEMENT STL FUEL COMPANY LLC**

This First Amendment ("**First Amendment**") to Fuel System Lease and Use Agreement ("**Agreement**") is dated _____, 2014, and is between The City of St. Louis, Missouri, and STL Fuel Company LLC, a limited liability company organized and existing under the laws of the State of Delaware.

RECITALS

The City owns and operates the Lambert-St. Louis International Airport®, located in the County of St. Louis, State of Missouri.

The Agreement between the parties hereto was authorized by St. Louis City Ordinance #69039 dated November 18, 2011.

The parties hereto desire to amend the Agreement to include the Maintenance Facility as part of the Leased Premises and to correct certain typographical errors.

The parties, therefore, agree as follows:

Section 1. The effective date of this First Amendment shall be March 1, 2014

Section 2. The Definition of "Ancillary Agreements" in Article I of the Agreement is deleted in its entirety and the following is substituted in lieu thereof:

"Ancillary Agreements" means the Fuel System Access Agreements, Non Contracting User Agreements, Interconnection Agreements, Fuel System Operating Agreement, and the Maintenance Facility Sublease in effect at any time.

Section 3. The Definition of "Environmental Condition" in Article I of the Agreement is deleted in its entirety and the following is substituted in lieu thereof:

"Environmental Condition" means the presence of Hazardous Materials, environmental contamination or damage by Hazardous Materials at, upon, under or adjacent to the Leased Premises as a result of the escape, seepage, leakage, spillage, discharge, deposit, disposal, emission, or release of Hazardous Materials from the Fuel System or Maintenance Facility, or arising out of the operation of the Fuel System or Maintenance Facility. Environmental Condition shall not include any such conditions to the extent created by or arising out of the operations of an Into-Plane Agent on or after the Commencement Date or the operation of any party on or of the Maintenance Facility before March 1, 2014 and not described in Exhibit "F".

Section 4. The Definition of "Existing Environmental Condition" in Article I of the Agreement is deleted in its entirety and the following is substituted in lieu thereof:

"Existing Environmental Condition" means (i) an Environmental Condition in existence before the Commencement Date, or (ii) the presence of Hazardous Materials, environmental contamination or damage by Hazardous Materials at, upon, under or adjacent to the Maintenance Facility, or as a result of the escape, seepage, leakage, spillage, discharge, deposit, disposal, emission, or release of Hazardous Materials arising out of or relating to into-plane fueling before March 1, 2014.

Section 5. The Definition of "Maintenance Facility Agreement" in Article I of the Agreement is deleted in its entirety.

Section 6. The following definition is added to Article I of the Agreement:

"Maintenance Facility Sublease" means the sublease between Company and the Fuel System Operator for the lease and/or use of the Maintenance Facility.

Section 7. The Definition of "User" in Article I of the Agreement is deleted in its entirety and the following is substituted in lieu thereof:

"User" means an entity that has entered into an Ancillary Agreement with Company and that has access to the Fuel System or the Maintenance Facility pursuant to such Ancillary Agreement.

Section 8. Section 301 "Leased Premise's" of the Agreement is deleted in its entirety and the following is substituted in lieu thereof:

Subject to the terms of this Agreement, the City hereby grants to Company, and Company takes and leases from the City, the exclusive use of the Fuel System and the Maintenance Facility, including all Capital Improvements thereto, and the non-exclusive use of the Right-of-Way (together, the "Leased Premises").

Section 9. Section 401(A) "Operation of the Fuel System" of the Agreement is deleted in its entirety and the following is substituted in lieu thereof:

(A) Company, at its own cost and expense, shall manage, operate and maintain the Fuel System and the Maintenance Facility in accordance with this Agreement. In the alternative, at its discretion, Company may provide for the management, operation, and maintenance of the Fuel System and the Maintenance Facility by a Fuel System Operator upon execution of an agreement with terms and conditions consistent with this Agreement and acceptable to the City. The City reserves the right to approve the identity of any Fuel System Operator to ensure that the Fuel System Operator has: (i) significant experience in the management and operations of complex, integrated aviation fueling facilities in a competent and professional manner; (ii) financial strength and management competency, with personnel having appropriate experience, to manage, operate and maintain the Fuel System; and (iii) demonstrated experience with federal environmental controls, emergency spill response and compliance with permitting requirements for aviation fueling facilities.

Section 10. Section 406(A) and 406 (B) "Modification of Leased Premises" of the Agreement are deleted in their entirety and the following is substituted in lieu thereof:

Subject to the approval and permitting requirement provisions of Article VII, Company shall have the right to:

(A) build, install, maintain and operate facilities and equipment for all activities related to the operation, maintenance, remediation, repair, improvement and inspection of the Fuel System and the Maintenance Facility; provided, however, that the particular Leased Premises are designed to be used for said purpose or that said use has been approved by the City; and

(B) install, maintain and operate personal property, including furniture, furnishings, supplies, machinery, and equipment deemed necessary or prudent for the operation, maintenance, repair, improvement and inspection of the Fuel System and the Maintenance Facility.

Section 11. Section 407 "Communication Systems" of the Agreement is deleted in its entirety and the following is substituted in lieu thereof:

Company and the Fuel System Operator shall have the right to install, maintain, and operate such radio, telecommunications, and computer equipment, facilities and associated wiring, as may be necessary for the management, operation, and maintenance of the Fuel System and the Maintenance Facility. The location of such equipment and facilities, method of installation, and type of equipment shall be subject to the prior approval of the City. The City may require modification, removal, or relocation of such equipment if it interferes with other communication, meteorological, or aerial navigation systems operated by the City, other tenants, or governmental agencies. The City shall have the right to charge a fee, surcharge, or rental charge for any equipment location outside of the Leased Premises.

Section 12. Section 410 "Other Agreements" of the Agreement is deleted in its entirety and the following is substituted in lieu thereof:

As provided in Section 401, Company may enter into a Fuel System Operating Agreement with the Fuel System Operator to exercise the rights and obligations granted in this Agreement for the management, operation and maintenance of the Fuel System. Company also may enter into a Maintenance Facility Sublease as set forth in this Agreement. In addition, Company shall enter into agreements with other third parties for access to, and use of, the Fuel System including, but not necessarily limited to Non-Contracting User Agreements, Fuel System Access Agreements, and Interconnection Agreements. The City expressly reserves the right to review and approve, in its sole discretion, the form of the Ancillary Agreements, and any material amendments thereto. The City also reserves the right to review and approve the form of those provisions, or amendments thereto, of the Company's limited liability company agreement or the Interline Agreement affecting membership status, including access fees imposed on new members, and the treatment by Company of Users other than Contracting Airlines.

Section 13. Section 502 "Rent" of the Agreement is deleted in its entirety and the following is substituted in lieu thereof:

Beginning on March 1, 2014, Company shall pay an annual Rent to the City for the Leased Premises in the amount of \$581,534 (five hundred eighty one thousand five hundred thirty four dollars, comprised of \$466,247 (four hundred and sixty six thousand two hundred forty seven dollars) as Rent for the Fuel System and \$115,287 (one hundred and fifteen thousand and two hundred eighty even dollars) as Rent for the Maintenance Facility. The annual Rent payable to the City for the Fuel System (and explicitly excluding Rent for the Maintenance Facility) shall be setoff each year by an amount equal to the amount deposited by Company into the Capital Escrow Account during such year; provided, however, that the annual Rent setoff throughout the Term shall not exceed 20% of the total annual Rent for the Fuel System as set forth herein, or as it may be adjusted from time to time in accordance with Section 503. Rent payments, net of set offs allowed in accordance with this Section 502, shall be due to the City in twelve equal monthly installments, in advance, on or before the first day of each calendar month.

Section 14. The word "proceeding" in the last sentence of Section 507(B) is deleted and the word "preceding" is substituted in lieu thereof.

Section 15. Section 701 "General" in Article VII "Capital Improvements" of the Agreement is deleted in its entirety and the following is substituted in lieu thereof:

Company shall make, or cause to be made, Capital Improvements to the Fuel System and the Maintenance Facility of any nature whatsoever, whether seen or unforeseen:

(A) to ensure the environmental integrity of the Fuel System to then-current industry standards and regulations;

(B) for safety or security reasons;

(C) to comply with all applicable federal, state, and local laws, ordinances, regulations and permits, grant assurances made by the City, and the Rules and Regulations;

(D) to settle claims, satisfy judgments, or comply with judicial orders rendered by a court of competent jurisdiction arising out of judicial or administrative cases in which Company is a party;

(E) to repair damage covered by Company's indemnification of the City in accordance with Section 1103;

(F) to keep the Fuel System and Maintenance Facility in essentially the same working condition as on the Commencement Date; provided however, that Company may give one-year Notice to terminate this Agreement if the cost of such Capital Improvement is budgeted to exceed:

(i) \$10,000,000 during any 12 consecutive months at any time throughout the period beginning on the fifth anniversary and ending on the tenth anniversary of the Commencement Date,

(ii) \$5,000,000 during any 12 consecutive months at any time throughout the period beginning on the tenth anniversary and ending on the fifteenth anniversary of the Commencement Date, or

(iii) \$1,000,000 during any 12 consecutive months at any time throughout the period beginning on the fifteenth anniversary of the Commencement Date; or

(G) as proposed by Company.

Section 16. Sections 903(B) and (C) "Maintenance by Company" of the Agreement are deleted in their entirety and the following is substituted in lieu thereof:

(B) Fuel Farm and Maintenance Facility. In addition to providing maintenance in accordance with Subsection 903(A), Company shall maintain the Fuel Farm and the Maintenance Facility and all Capital Improvements thereto in a clean, neat, orderly, sanitary and presentable fashion, and shall remove and dispose of all trash and refuse in a manner approved by the City. Such maintenance shall be in quality and class necessary to preserve the facilities in good order and condition, based on a standard of care

(C) Utility Systems on Leased Premises. In addition to maintaining the Leased Premises in accordance with Subsections 903(A) 903(B), Company shall maintain the utility systems on the Leased Premises as follows:

Section 17. Sections 1002 (A) Environmental Permits, (B) Duty to Notify City, and (D)(iii) Environmental Remediation of the Agreement are deleted in their entirety and the following is substituted in lieu thereof:

(A) *Environmental Permits.*

(i) Company shall obtain and maintain any and all Environmental Permits required by applicable Environmental Laws to conduct the activities in which Company engages at the Airport. In any event in which either Company or the City could lawfully be the permit holder under Environmental Laws related to Company's activities pursuant to this Agreement, Company shall obtain such permit as the permit holder. Company shall cause its sublessees (excluding sublessee's activities as an Into-Plane Agent) to obtain and maintain any and all Environmental Permits required by applicable Environmental Laws to conduct the activities in which the sublessee engages at the Airport. To the extent both the City and Company and/or any User must be co-permit

holders, the Company shall be responsible for all permit obligations related to Company's activities pursuant to this Agreement and City shall cooperate with Company's effort to comply with said co-permit obligations.

(ii) Company shall comply, and shall cause its sublessees to comply (excluding Into-Plane Agents acting in that capacity outside the Maintenance Facility), with any requirement: (1) imposed by an Environmental Permit obtained by the City that is generally applicable to the Airport, including tenant operations, and is applicable to Company or Company's activities at the Airport, or (2) imposed by a plan or program developed pursuant to such an Environmental Permit; provided, however that the City shall adequately notify Company of such Environmental Permit and associated requirements, including all applicable deadlines for compliance.

(iii) If Company wishes to participate in negotiations over the language of a particular City Environmental Permit applicable to the activities of Company at the Airport, and any amendments thereto, City will cooperate with Company to request the government agency issuing the Environmental Permit to issue an individual permit to Company.

(B) *Duty to Notify City.* In the event of any material release or threatened release of Hazardous Materials relating to the Fuel System or Maintenance Facility, or arising from the Company's operation or maintenance of the Leased Premises, and known by Company, its employees, agents, contractors or suppliers, whether or not required by applicable Environmental Laws, Environmental Permits, or Rules and Regulations to be reported by Company to a governmental agency, and whether as a result of negligent conduct or otherwise, at, on, under or about the Airport, or any portion thereof, or in the event any written claim, demand, complaint or action is made or taken against Company that pertains to Company's failure or alleged failure to comply with any Environmental Laws or Environmental Permits at the Airport, Company shall notify the City as soon as reasonably practical of all known facts pertinent to such release, threatened release, claim, demand, complaint, action, or notice, and shall provide the City with copies of any and all such claims, demands, complaints, notices, or actions so made. If Company is required, by any Environmental Laws, Environmental Permits, or governmental agency, to file any written notice or report of a release or threatened release of Hazardous Materials at, on, under or about the Airport, or any part thereof, Company shall simultaneously provide a copy of such notice or report to the City. To the extent that the City is required to report any information related to a release or threatened release of Hazardous Materials involving Company or any of the Users, the Company shall cooperate with the City and make available information needed by the City to make such report.

(D) (iii) provided it is a New Environmental Condition anywhere at the Airport, or migrating from the Airport, if such Hazardous Material, environmental contamination, condition or damage resulted from acts or omissions of Company or its agents, employees, sublessees (excluding sublessee's activities as an Into-Plane Agent outside the Maintenance Facility), or contractors, whether resulting from negligent conduct or otherwise;

Section 18. Sections 1103 (A), (C) and (E) "Indemnification" of the Agreement are deleted in their entirety and the following is substituted in lieu thereof:

(A) Company shall defend, indemnify, and hold harmless St. Charles County, Missouri, St. Clair County, Illinois, St. Louis County, Missouri, the City, their respective officers, agents and employees (the "Indemnified Parties") from and against any and all loss, liability, penalties, damages of whatever nature, causes of action, suits, claims, demands, judgments, injunctive relief, awards, settlements, costs, and expenses, including payments of claims of liability resulting from any injury or death of any person or damage to or destruction of any property including all reasonable costs for investigation and defense thereof (including but not limited to attorneys' fees, court costs and expert fees) of any nature, arising out of and in connection with: (i) the acts or omissions of Company, Fuel System Operator (acting in such capacity only), their agents, employees, sublessees (excluding sublessee's activities as an Into-Plane Agent outside the Maintenance Facility), contractors, or suppliers in the lease, occupancy, or operation of the Leased Premises or use of the other areas or facilities at the Airport; or (ii) any violation by Company of any provision, warranty, covenant, or condition of this Agreement. Company shall, at its own cost and expense, defend all such claims, demands and suits, whether frivolous or not.

(C) Company shall defend, indemnify, and hold harmless the Indemnified Parties from and against any claim, suit, demand, action, liability, loss, damage, judgment, or fine, and all costs and expenses of whatever kind or nature associated therewith in any way arising from or based in whole or substantial part upon claim or allegation of a violation of any federal, state, or local laws, statutes, resolutions, regulations, permits, ordinances, grant assurances, or court orders affecting the Airport, by Company, the Fuel System Operator (acting in such capacity only), or their agents, employees, contractors, sublessees (excluding sublessee's activities as an Into-Plane Agent outside the Maintenance Facility), or suppliers, in conjunction with Company's or Fuel System Operator's (acting in such capacity only) lease, occupancy, or operation of the Leased Premises or the use of other areas or facilities at the Airport. Company will, at its own cost and expense, defend all such claims, demands and suits, whether frivolous or not.

Title:

Date:

Approved: March 12, 2014**ORDINANCE #69694
Board Bill No. 296**

An ordinance recommended by the Airport Commission, the Board of Public Service, and the Board of Estimate and Apportionment authorizing and directing the Director of Airports and the Comptroller of the City of St. Louis, Missouri, a municipal corporation ("St. Louis"), to enter into and execute on behalf of St. Louis the "Agreement and Contract of Sale" (substantially in the form as set out in **ATTACHMENT "1"** which is incorporated herein), between St. Louis, the owner and operator of Lambert-St. Louis International Airport® ("Airport"), which is located in St. Louis County, Missouri, and Memorial Tabernacle Baptist Church To Preserve the Heritage and Legacy of the Family of Harrold, a not-for-profit Missouri corporation ("Buyer"), necessary for the sale by St. Louis to Buyer of certain surplus property (the "Property") located within the City of Kinloch, St. Louis County, Missouri that is more fully described in Section 1 and EXHIBIT "A" of the Agreement and Contract of Sale, subject to and in accordance with its provisions and to the applicable rules and regulations of the Federal Aviation Administration ("FAA") and the applicable provisions of the Airport's Amended and Restated Indenture of Trust between UMB Bank, N.A., Trustee, dated October 15, 1984 as amended, and restated on September 10, 1997 as amended; providing for the deposit of the proceeds from the Agreement and Contract of Sale; authorizing and directing the Mayor and the Comptroller of St. Louis to enter into and execute on behalf of St. Louis the "Quit Claim Deed" substantially in the form as set out in EXHIBIT "B" to the Agreement and Contract of Sale subject to and in accordance with the terms of the Agreement and Contract of Sale, remising, releasing and forever quit-claiming unto Buyer, their successors and assigns, the Property subject to the easement and restrictive covenants as defined and provided for in the Quit Claim Deed; conditioning the execution and delivery by St. Louis of the agreements, documents, and instruments contemplated in this Ordinance on the FAA's prior written approval of: a) the release and sale of the surplus Property to the Buyer, b) the provisions of the Agreement and Contract of Sale including, without limitation, the "Purchase Price" of Twelve Thousand Five Hundred Dollars (\$12,500), as defined and provided for in Section 2 of the Agreement and Contract of Sale, and c) any other related matter required to be submitted to and approved by the FAA; authorizing the Mayor, the Comptroller, the Register, the City Counselor, the Director of Airports, and other appropriate officers, officials, agents, designees, representatives, and employees of St. Louis, with the advice of the Director of Airports, to enter into and execute on behalf of St. Louis and in St. Louis' best interest any attendant or related documents, agreements, affidavits, certificates, or instruments deemed necessary to effectuate the terms set forth in the Agreement and Contract of Sale, the Quit Claim Deed, and/or deemed necessary to preserve and protect St. Louis' interest and to take such actions as are necessary or appropriate in connection with the sale of the Property or the consummation of the transactions contemplated herein; providing that the provisions set forth in this Ordinance shall be applicable exclusively to the agreements, documents, and instruments approved and/or authorized by this Ordinance, and containing a severability clause, and an emergency clause.

WHEREAS, pursuant to certain ordinances of the City of St. Louis, Missouri ("St. Louis") approving the purchase of real estate required for noise abatement purposes and/or the development or improvement of Lambert-St. Louis International Airport® ("Airport"), and in accordance with any applicable rules and regulations under the Federal Aviation Regulation ("FAR") part 150 Noise Compatibility Program, the Federal Aviation Administration ("FAA") Airport Improvement Program ("AIP"), the Passenger Facility Charge ("PFC") Program, and/or any other applicable federal, state, or local laws and regulations, St. Louis, acting through the Airport Authority of St. Louis (the "Airport Authority"), has acquired and St. Louis is the fee owner of approximately 163,507 square feet of real property (the "Property") located within the City of Kinloch, St. Louis County, Missouri and is more fully described in Section 1 and EXHIBIT "A" to the Agreement and Contract of Sale, which is attached hereto as **ATTACHMENT "1"** and incorporated herein;

WHEREAS, pursuant to Section 809 of the Lambert-St. Louis International Airport® Amended and Restated Indenture of Trust between UMB Bank, N.A., Trustee, dated October 15, 1984 as amended, and restated on September 10, 1997 as amended, St. Louis may and hereby determines that the Property is not necessary or useful in the operation of the Airport and is not needed for further aviation purposes of the Airport and, therefore, St. Louis may dispose of or transfer the Property in order that it may be redeveloped for uses compatible with the Airport's operations;

WHEREAS, pursuant to the AIP, St. Louis may dispose of real property only upon a showing that such disposition is at a fair market value, and is in accordance with a land use plan and/or deed restrictions approved by the Federal Aviation Administration ("FAA") which permit only commercial or development uses of the Property that are compatible with the operations of the Airport, due to Airport noise, over-flight patterns, and height restrictions; and

WHEREAS, the Board of Aldermen hereby determines that the terms of the Agreement and Contract of Sale are acceptable and that the execution, delivery and performance by St. Louis and the Buyer of their respective obligations under the Agreement and

Contract of Sale are in the best interests of St. Louis and the Airport and promote the peace, health, safety, and welfare of its residents and the traveling public.

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

SECTION ONE. The Board of Aldermen hereby adopts the foregoing recitals, which are incorporated herein by this reference, as findings.

SECTION TWO. The Director of Airports and the Comptroller of the City of St. Louis ("St. Louis") are hereby authorized and directed to enter into and execute on behalf of St. Louis the "Agreement and Contract of Sale" (substantially in the form as set out in **ATTACHMENT "1"** which is incorporated herein), between St. Louis, the owner and operator of Lambert-St. Louis International Airport® ("Airport"), which is located in St. Louis County, Missouri, and Memorial Tabernacle Baptist Church To Preserve the Heritage and Legacy of the Family of Harrold, a not-for-profit corporation ("Buyer"), necessary for the sale by St. Louis to Buyer of certain surplus property (the "Property") located in St. Louis County that is more fully described in Section 1 and **EXHIBIT "A"** of the Agreement and Contract of Sale, subject to and in accordance with its provisions and to the applicable rules and regulations of the Federal Aviation Administration ("FAA") and the applicable provisions of the Airport's Amended and Restated Indenture of Trust between UMB Bank, N.A., Trustee, dated October 15, 1984 as amended, and restated on September 10, 1997 as amended.

SECTION THREE. Proceeds from the sale of the Property shall be held by St. Louis in accordance with applicable FAA rules and regulations for the release and sale or transfer of surplus property.

SECTION FOUR. The Mayor and the Comptroller of St. Louis are hereby authorized and directed to enter into and execute on behalf of St. Louis the "Quit Claim Deed" substantially in the form as set out in **EXHIBIT "B"** to the Agreement and Contract of Sale subject to and in accordance with the terms of the Agreement and Contract of Sale, remising, releasing and forever quit-claiming unto Buyer, their successors and assigns, the Property subject to the easement and restrictive covenants as defined and provided for in the Quit Claim Deed.

SECTION FIVE. The execution and delivery by St. Louis of the agreements, documents, and instruments contemplated in this Ordinance are hereby expressly conditioned on the FAA's prior written approval of: a) the release and sale of the surplus Property to the Buyer, b) the provisions of the Agreement and Contract of Sale including, without limitation, the "Purchase Price" of Twelve Thousand Five Hundred Dollars (\$12,500), as defined and provided for in Section 2 of the Agreement and Contract of Sale, and c) any other related matter required to be submitted to and approved by the FAA, upon terms acceptable to St. Louis.

SECTION SIX: The Mayor, the Comptroller, the Register, the City Counselor, the Director of Airports, and other appropriate officers, officials, agents, designees, representatives, and employees of St. Louis, with the advice of the Director of Airports, are hereby authorized to enter into and execute on behalf of St. Louis and in St. Louis' best interest any attendant or related documents, agreements, affidavits, certificates, or instruments deemed necessary to effectuate the terms set forth in the Agreement and Contract of Sale, the Quit Claim Deed, and/or deemed necessary to preserve and protect St. Louis' interest, and to take such actions as are necessary or appropriate in connection with the sale of the Property or the consummation of the transactions contemplated herein.

SECTION SEVEN. It is hereby declared to be the intention of the Board of Aldermen that each and every part, section, and subsection of this Ordinance shall be separate and severable from each and every other part, section, and subsection hereof and that the Board of Aldermen intends to adopt each said part, section, and subsection separately and independently of any other part, section, and subsection. In the event that any part, section, or subsection of this Ordinance shall be determined to be or to have been unlawful or unconstitutional, the remaining parts, sections, and subsections shall be and remain in full force and effect, unless the court making such finding shall determine that the valid portions standing alone are incomplete and are incapable of being executed in accord with the legislative intent.

SECTION EIGHT. The sections, conditions, or provisions of this Ordinance or portions thereof shall be severable. If any section, condition, or provision of this Ordinance or portion thereof contained herein is held invalid by a court of competent jurisdiction, such holding shall not invalidate the remaining sections, conditions or provisions of this Ordinance.

SECTION NINE. This being an Ordinance providing for public peace, health, or safety, it is hereby declared to be an emergency measure as defined in Article IV, Section 20 of the City of St. Louis' Charter and shall become effective immediately upon its approval by the Mayor of the City of St. Louis.

ATTACHMENT "1"

**THE CITY OF ST. LOUIS
LAMBERT-ST. LOUIS INTERNATIONAL AIRPORT®**

AGREEMENT AND CONTRACT OF SALE

SELLER: THE CITY OF ST. LOUIS, MISSOURI

**BUYER: MEMORIAL TABERNACLE BAPTIST CHURCH TO PRESERVE THE HERITAGE AND LEGACY OF THE
FAMILY OF HARROLD**

CONTRACT NO: # _____

AUTHORIZED BY ORDINANCE NO: _____

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**CITY OF ST. LOUIS
LAMBERT-ST. LOUIS INTERNATIONAL AIRPORT®**

AGREEMENT AND CONTRACT OF SALE

THIS AGREEMENT AND CONTRACT OF SALE is made as of the ____ day of _____, 2014 (the "**Agreement**"), by and between THE CITY OF ST. LOUIS, MISSOURI, a municipal corporation, as seller ("**St. Louis**") and Memorial Tabernacle Baptist Church To Preserve the Heritage and Legacy of the Family of Harrold, a not-for-profit Illinois corporation, whose address is 5312 Deerwood Lake, Springfield, Illinois 62703 as buyer ("**Buyer**").

WITNESSETH THAT:

WHEREAS, St. Louis is the owner and operator of Lambert-St. Louis International Airport® (the "**Airport**") which is located in St. Louis County, Missouri;

WHEREAS, St. Louis desires to sell to Buyer and Buyer desires to purchase and acquire from St. Louis certain surplus real estate situated in the City of Kinloch, St. Louis County, Missouri as further described herein; and

WHEREAS, the execution and delivery of this Agreement by St. Louis and/or Buyer is hereby expressly contingent on the prior written approval by the Federal Aviation Administration ("**FAA**") of: a) the release and sale of said surplus real estate to Buyer, b) the terms, covenants, warranties, conditions, and provisions ("**Provisions**") of this Agreement including the Purchase Price, and c) any other related matter required to be submitted to and approved by the FAA, upon terms acceptable to the City.

NOW THEREFORE, in consideration of the terms, covenants, warranties, and conditions herein, to be faithfully kept and performed by St. Louis and the Buyer, it is agreed as follows:

1. PURCHASE OF PROPERTY. Buyer hereby agrees to purchase and St. Louis hereby offers and agrees to sell all of St. Louis' rights, title, and interest in and to the real property (approximately 163,507 square feet or 3.75 acres) located within the City of Kinloch, St. Louis County, Missouri and is more fully described in **EXHIBIT "A"** entitled "Legal Description of the

Property," which is attached hereto and incorporated herein, together with all improvements and fixtures thereon and appurtenances thereto including all rights-of-way adjacent to said real property and all abutters and access rights thereto and all water and mineral rights owned by St. Louis, if any, collectively hereinafter referred to as the "**Property**", and adjustments based on title investigations or surveys identified and mutually agreed to by St. Louis and the Buyer, as provided for in Section 15 below.

2. **PURCHASE PRICE.** The "**Purchase Price**" for the Property shall be TWELVE THOUSAND FIVE HUNDRED DOLLARS AND NO CENTS (\$12,500.00) which both the Buyer and St. Louis agree and acknowledge to be the fair market value of the Property based on arms length negotiations, which took into account the highest and best use of the Property, the appraised market value, and the fact that the Property is to be sold "**AS IS**" without any warranties or representations of any kind whatsoever (see Section 16 entitled "General Condition of Property") and may be subject to certain title defects and monetary liens as provided for herein. At the Closing (defined in Section 3 below) and upon the delivery of the Quit Claim Deed as hereinafter provided, Buyer shall pay to St. Louis, by wire-transfer of good, current, immediately available funds, the Purchase Price subject to the closing costs, prorations and adjustments as provided in Section 6 below (the "**Closing Payment**"). Buyer understands and agrees that St. Louis shall have full discretion to use the Closing Payment as it so desires and such discretion shall not be subject to the approval of the Buyer. Further, Buyer acknowledges and understands that the net proceeds obtained by St. Louis from the sale of the Property shall be held by St. Louis in accordance with the applicable FAA rules and regulations for the release and sale or transfer of surplus property.

3. **CLOSING DATE.** The consummation of the sale transaction contemplated herein (the "Closing") shall occur at the offices of U.S. Title Guaranty Company, Attn: Debbie Griffin, 7930 Clayton Road, Suite 200, St. Louis, Missouri 63117, the title company, closing agent and escrow agent (the "**Title Company**"), the title company, closing agent and escrow agent (the "**Title Company**"), or at such other place as may be agreed on by the parties hereto in writing. The Closing shall occur on the date (the "**Closing Date**") designated by the written notice constituting the "**Closing Notice**", as hereinafter provided. Following the satisfaction or waiver pursuant to the terms of this Agreement of all conditions precedent to the occurrence of the Closing on the part of both the Buyer and/or St. Louis, as applicable (the date upon which the last such condition precedent is to be satisfied or waived being referred to as the "**Contingency Satisfaction Date**"), Buyer may give the Closing Notice to St. Louis setting the Closing Date, provided that neither party has validly terminated this Agreement pursuant to any termination right granted hereunder, and further provided that the Closing Date so designated in the Closing Notice must be a date more than fifteen (15) and less than sixty (60) days after the date of the Closing Notice (unless otherwise mutually agreed to by St. Louis and the Buyer in writing). If Buyer has not given the Closing Notice within thirty (30) days after the aforesaid Contingency Satisfaction Date, then St. Louis may give the Closing Notice to Buyer setting the Closing Date, provided that neither party has validly terminated this Agreement pursuant to any termination right granted hereunder, and further provided that the Closing Date so designated in the Closing Notice must be a date more than fifteen (15) and less than sixty (60) days after the date of the Closing Notice (unless otherwise mutually agreed to by St. Louis and the Buyer in writing). If neither the Buyer nor St. Louis has given a timely Closing Notice as provided for herein within forty-five (45) days after the maximum time period provided for FAA approval pursuant to Section 33 below, then this Agreement shall be null and void, unless the parties hereto mutually agree in writing to extend the time to close the sale on the Property.

- A. **Title Company Authorization.** St. Louis and Buyer shall each deposit Seven(7) original executed counterparts of this Agreement with the Title Company and shall direct the Title Company to distribute completed sets of the fully executed Agreement to the parties hereto (5 to St. Louis and 1 to Buyer) and to retain one (1) set for its records. The date on which the Title Company receives the last executed counterpart shall be the effective date of this Agreement (the "**Effective Date**"), and the Effective Date for this Agreement shall be written by the Title Company below:

Effective Date: _____

The Title Company is hereby authorized and instructed to deliver the documents and moneys to be deposited with it pursuant to the terms, covenants and conditions contained herein. Buyer and St. Louis shall, on or before Closing, execute any and all documents and perform any and all acts in "good faith" reasonably necessary or appropriate to close the purchase and sale of the Property pursuant to the terms, covenants, warranties, and conditions of this Agreement.

4. **TITLE TRANSFER.** The sale and purchase of the Property shall be effective upon Closing and title to the Property shall transfer at the Closing to the Buyer.

5. **TRANSFER OF POSSESSION.** On the Closing Date, St. Louis shall transfer possession of the Property upon completion of the Closing to Buyer free of all leases, tenancies, occupancy, or possessory rights of any kind whatsoever affecting the Property done or suffered by St. Louis (see Section 7 entitled "Leases"). The Property shall be delivered to Buyer in its **present "AS IS"** condition (see Section 13 titled "Environmental Conditions" and Section 16 titled "General Condition of the Property").

6. CLOSING COSTS AND PRORATIONS.

A. Closing Costs. Buyer shall pay all closing costs or settlement costs associated with the Property and expenses, irrespective of local custom, except those costs or expenses required for curing or release of liens, title encumbrances, or other title corrective measures, including recording costs associated therewith, which may become the responsibility of and obligation of St. Louis, as provided for in Section 15 below.

B. Prorations and Adjustments.

(i) Taxes. Current real property taxes and general and special assessments (public or private), if any, shall be prorated between the parties as of the day of the Closing, Buyer to have the day of the Closing. The calculation shall be based on the latest available assessment and rate and if both are not available, the previous year. St. Louis and Buyer shall bear their prorated shares of the cost of all taxes and assessments related to the Property. St. Louis and Buyer, however, acknowledge that as political subdivisions of the State of Missouri, the Property as held by St. Louis is presently exempt from ad valorem property taxes.

(ii) Revenue/Expenses. All revenue or income and all expenses or costs associated with the Property including, without limitation, rental income, operating revenue, not-metered sewer and water and other utility charges, repair and maintenance costs, and other operating or administrative expenses shall not be apportioned or prorated and shall remain the right, obligation, and/or responsibility of St. Louis until the Closing Date, at which time, such revenue, costs and expenses shall become the right, obligation and/or responsibility of the Buyer. The amount of any metered sewer, water and other utility bills applicable to the Property and allocable to the period prior to the Closing Date shall be determined by final meter or other usage reading and shall be paid by St. Louis when final bills are rendered. Non-metered utility charges, if any, shall be prorated to the Closing Date and shall be credited or charged against the Purchase Price.

(iii) Settlement Statement. Prior to the Closing, the Title Company shall prepare and send a preliminary closing or settlement statement to St. Louis and the Buyer for their review and approval. The final "**Settlement Statement**" shall be prepared by the Title Company and St. Louis and Buyer shall each sign their respective Settlement Statement at or prior to the Closing.

7. LEASES. St. Louis hereby covenants, represents, warrants, and agrees that there are no leases or tenancies affecting the Property to the best of St. Louis' knowledge, which covenant, representation and warranty shall be true on the Effective Date and as of the Closing Date. St. Louis also covenants, represents, warrants and agrees that, after the Effective Date of this Agreement, St. Louis will not enter into any leases or tenancies without the prior written approval of Buyer, and such approval shall not be unreasonably withheld, delayed, or conditioned by the Buyer. St. Louis shall give the Buyer ten (10) calendar days' prior notice of St. Louis' desire to enter into or consent to any lease or tenancy of any portion of the Property and shall contemporaneously deliver a written copy of said proposed lease to the Buyer for its review and approval; provided that notwithstanding the foregoing, Buyer shall not be obligated to consent to any such lease or tenancy which would result in the lease term being extended beyond the Closing Date. In the event that the City should breach or default in regard to any term, covenant, warranty, condition, agreement, or provision of this Section 7, the Buyer may at any time prior to the Closing Date terminate or cancel this Agreement as its sole option or remedy without any liability whatsoever to the Buyer or St. Louis by giving written notice thereof to St. Louis. If Buyer fails to give such timely notice to St. Louis, Buyer shall be deemed to have waived its rights to terminate or cancel this Agreement pursuant to this Section 7.

8. INSPECTIONS OF PROPERTY.

A. Access To Property. During the period commencing on the Effective Date and ending on the earlier of (i) the Closing or (ii) ninety (90) calendar days after the Effective Date (the "**Inspection Period**"), Buyer and Buyer's employees, consultants, agents, representatives, inspectors, licensees, independent contractors and contractors (collectively, the "**Permitted Parties**") may enter the Property during regular business hours as reasonably necessary to make such inspections, testing, reports, surveys, environmental inspections (including sampling), studies and assessments as the Buyer in its sole discretion and at its costs may determine to make, and to inspect and copy at the Airport non-privileged reports, documents or records pertaining to the Property, including but not limited to: all plans and specifications, blueprints, soil reports, geological, environmental and engineering reports, environmental compliance and waste management plans and other governmental reports, if any, that St. Louis has in its possession or under St. Louis' control relating to St. Louis' ownership or the condition of the Property (the "**Inspection Work**"), after St. Louis has obtained (if required by St. Louis) confidentiality agreements executed on behalf of Buyer and its Permitted Parties in accordance with St. Louis' customary

practices regarding confidentiality. In furtherance of the foregoing purposes, Buyer and the other Permitted Parties are permitted temporarily to store, move and remove equipment and supplies that are to be used directly in the Inspection Work. Such equipment and supplies shall be promptly removed by the Buyer and/or other Permitted Parties from the Property once no longer required for the Inspection Work. The protection of such equipment and supplies temporarily stored on the Property from weather, theft, vandalism, damage, and all other hazards and the proper and safe storage of such equipment and supplies is solely the responsibility of the Permitted Party who placed the same upon the Property, and St. Louis shall have no obligation or liability therefore. St. Louis shall have the right to inspect the work site and the Buyer's or any other Permitted Party's equipment and supplies for compliance with the terms of this Agreement. Buyer or any other Permitted Party desiring to enter the Property shall give St. Louis at least three (3) working days' written notice in advance of any intended inspection or entry (the "**Inspection Notification**"). This Inspection Notification shall include: a) the specific location and the type of Inspection Work to be performed including, without limitation, notice of any excavating, drilling, or boring work, b) the type of equipment to be used (including the operating height of any cranes, drilling equipment, or other equipment that may penetrate or approach the height limits as established in FAR Part 77), c) approximate number of workers on site, d) a general schedule, and e) prior to the use or operation of any crane, drilling, or other piece of equipment on the Property that may penetrate or approach the height limits as established in FAR Part 77, a copy of Form 7460 filed with and approved by the FAA, if applicable. Buyer and the other Permitted Parties shall comply with all laws and governmental regulations including the rules and regulations of the Airport in connection with all such entries onto the Property or the performance of the Inspection Work.

- B. Damage To Property During Inspection Work: Any damage to the Property made or caused by the Buyer or any person acting for or on behalf of the Buyer, shall be repaired promptly, replacing or restoring any vegetation that is damaged and generally placing the Property and all points of entry by such inspectors in the same condition as before the inspection or entry to the extent reasonably practical, ordinary wear and tear excepted, unless otherwise agreed to by St. Louis in writing. All Inspection Work, and all repairs to the Property arising from the Inspection Work, shall be at Buyer's expense. Buyer and any other Permitted Party shall use its best efforts to minimize damage to the Property and to minimize any interference with St. Louis' use and enjoyment of the Property. In no event shall Buyer or any other Permitted Party interfere with the operations of St. Louis, the Airport, or the operations of the FAA when conducting the Inspection Work.
- C. Interference To Air Navigation: Buyer warrants, represents, and agrees that no obstruction to air navigation, as such is defined from time to time by application of the criteria of FAR Part 77 or subsequent and additional regulations of the FAA, will be installed, placed, operated, used, or permitted to remain on the Property by the Buyer or its Permitted Parties during the Inspection Period. Buyer further warrants, represents, and agrees not to install, operate, or place on the Property any equipment, machinery, or objects that would in any way interfere with the safe and efficient operations of navigation aides or would interfere with the safe and efficient operations of the Airport or interfere with the operations of the Airport's tenants or other users of the Airport. Buyer warrants, represents, and agrees that prior to the use or operation by Buyer or any other Permitted Party of any crane, drilling, or other piece of equipment on the Property that may penetrate or approach the height limits as established in FAR Part 77, Buyer shall file a Form 7460 with and obtain the approval from the FAA, if applicable. St. Louis reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against such obstructions to air navigation. The mailing address for the FAA's Airport Division is as follows:
- FAA Central Region
Airport Division
901 Locust
Kansas City, MO 64106-2325
- D. Contingency. Buyer's satisfaction with the physical, environmental and overall condition of the Property within the Inspection Period is a condition precedent to Closing. In the event that the Buyer is not so satisfied with the condition of the Property, Buyer may, at any time prior to the expiration of the Inspection Period, terminate or cancel at its sole option or remedy this Agreement without any liability whatsoever to the Buyer or St. Louis by giving written notice thereof to St. Louis. If Buyer fails to give such written notice within the Inspection Period, Buyer shall be deemed to have waived its right to terminate or cancel this Agreement pursuant to this Section 8.
- E. Documents/Reports. Except as herein provided, Buyer acknowledges and agrees that any information and

documents obtained from St. Louis in accordance with this Section 8 are for informational purposes only, and although believed to be reliable, shall not be relied upon by the Buyer, and in the event any such information or documents are incorrect or incomplete, St. Louis shall not be liable to Buyer for such inaccuracies because St. Louis makes no warranty or representation expressed or implied that the information or documents are true, complete, or accurate.

- F. Indemnification. Buyer shall protect, defend and hold, indemnify, and save harmless St. Louis and its directors, officers, employees, representatives, and agents from and against any and all liabilities, losses, suits, claims or causes of action, judgments, fines or demands (including but not limited to reasonable attorneys fees', court costs, and expert fees), in connection with loss of life, personal injury, and/or damage to property arising out of the negligent acts or negligent omissions or wrongful acts of the Buyer and its officers, employees, representatives, consultants, contractors, independent contractors, and agents or other Permitted Parties while performing or resulting from the Inspection Work (except to the extent arising out of the negligence or intentional misconduct of St. Louis, its boards, commissions, directors, officers, employees, contractors, agents or representatives), and such indemnity shall survive the Closing or the consummation or termination of this Agreement. Nothing in this Section 8.F or this Agreement shall be construed or interpreted by the Buyer, or any other person or entity that St. Louis has waived its rights to sovereign immunity or any other right or defenses that have been or that may be provided by state statute or law.
- G. Building Code Compliance. St. Louis represents, warrants, and agrees that as of the Effective Date, St. Louis has no knowledge of the receipt of any written or other notice ("**Code Notice**") from any governmental authority, quasi- governmental authority, insurance company, or insurance rating service of any building code violations, repairs, replacements or alterations to the Property that have not as of the date hereof been remedied by St. Louis in a good and workmanlike manner, or of any alleged or potential environmental non- compliance not already disclosed to the Buyer in writing prior to the Effective Date. St. Louis shall immediately advise the Buyer of any Code Notices received by St. Louis prior to the Closing, all of which shall be remedied or resolved to Buyer's reasonable satisfaction as a condition precedent to the Closing. Buyer's sole remedy for St. Louis' breach of any term, covenant, condition, or provision of this Section 8.G shall be to terminate or cancel this Agreement with no further liability whatsoever to the Buyer or St. Louis by giving St. Louis written notice of the termination prior to the Closing. If Buyer fails to object in writing prior to the Closing, Buyer waives its right to terminate this Agreement pursuant to this Section S.G.

9. DOCUMENTS TO BE DEPOSITED WITH TITLE COMPANY BY ST. LOUIS. On or before the Closing, St. Louis shall deliver to Title Company for delivery to the buyer upon Closing the following:

- A. Five (5) recordable and fully executed Quit Claim Deeds in the form attached hereto as **EXHIBIT "B"** and incorporated herein (the "The Form Of The Quit Claim Deed"), remising, releasing, forever quit-claiming unto Buyer the Property subject without limitation to all easements, restrictions, covenants, and other matters of record, unless otherwise agreed to by St. Louis and the Buyer in writing or waived by Buyer as more fully described and provided for in Section 15 entitled "Form of Conveyance and Title Insurance."
- B. A valid and binding ordinance authorizing St. Louis to consummate the sale contemplated herein, in a form reasonably acceptable to the Title Company and the Buyer.
- C. A final Settlement Statement (see Section 6.B(iii)).
- D. Information for the reporting requirements required by the Internal Revenue Code of 1986 as amended, if applicable.
- E. Such other and further reports, documents, records, instruments, affidavits, certifications as may be reasonably necessary to complete the sale contemplated herein.

10. DOCUMENTS TO BE DEPOSITED WITH TITLE COMPANY BY BUYER. On or before the Closing, Buyer shall deliver to Title Company for delivery to St. Louis upon Closing the following:

- A. Five (5) original recordable and fully executed Quit Claim Deeds in the form attached hereto as **EXHIBIT "B"** as more fully described and provided for in Section 15 entitled "Form of Conveyance and Title Insurance";
- B. The Closing Payment as provided for in Section 2 of this Agreement; and

- C. Such other and further documents, affidavits, certifications, or instruments as may be reasonably necessary to complete the sale contemplated herein.

11. CONDITIONS PRECEDENT TO BUYER'S AND ST. LOUIS' OBLIGATIONS.

- A. Buyer' Closing Conditions. Buyer shall not be obligated to close on the purchase of the Property unless the contingencies provided for in Sections 7, 8, 15, or 33, or other contingencies for the benefit of Buyer set forth herein, have been satisfied or waived within the time periods provided under this Agreement with respect to such contingencies. If the foregoing Closing conditions or contingencies are not satisfied or waived pursuant to the terms of this Agreement by such date(s) as required herein, then Buyer may elect, at Buyer's option or remedy to: (i) terminate this Agreement without any liability whatsoever to Buyer or St. Louis; (ii) extend the Closing Date for the number of days necessary for St. Louis to fulfill, satisfy or cause to be fulfilled or satisfied any such contingencies; (iii) waive in writing any of the foregoing contingencies and proceed to close on its purchase of the Property; or (iv) unless otherwise expressly provided for herein, pursue any other rights and remedies at law and/or in equity subject to and in accordance with the Provisions of this Agreement.

- B. St. Louis' Closing Conditions. St. Louis shall not be obligated to close on the sale of the Property unless the contingencies provided for in Section 33, or other contingencies for the benefit of St. Louis set forth herein, have been satisfied or waived within the time periods provided under this Agreement with respect to such contingencies. If the foregoing Closing conditions or contingencies are not satisfied or waived pursuant to the terms of this Agreement by such date(s) as required herein, then St. Louis may elect, at St. Louis' sole option or remedy to: (i) terminate this Agreement without any liability whatsoever to St. Louis or the Buyer; (ii) extend the Closing Date for the number of days necessary for Buyer to fulfill, satisfy or cause to be fulfilled or satisfied any such contingencies; (iii) waive in writing any of the foregoing contingencies and proceed to close on its sale of the Property; or (iv) unless otherwise expressly provided for herein, pursue any other rights and remedies at law and/or in equity subject to and in accordance with the Provisions of this Agreement.

- 12. PERMITS.** St. Louis, within thirty (30) calendar days after Effective Date of this Agreement, shall deliver to the Buyer a copy of all licenses, permits, authorizations, and certificates of occupancy, if any, in St. Louis' possession or control issued by any governmental entity relating or pertaining to the Property.

13. ENVIRONMENTAL CONDITIONS.

- A. Notice. In lieu of providing any covenants, representations, or warranties with respect to the Property, St. Louis agrees to make available to the Buyer all material, non-privileged documents in St. Louis' possession or control, which, to the best of St. Louis' knowledge and belief, pertain to the environmental condition of the Property, or the presence of any hazardous or toxic substance, materials, gases, oil, petroleum products or derivatives, chemicals, pollutants, or waste in, on, or under the Property or any underground storage repository.

14 RISK OF LOSS AND INSURANCE.

- A. Risk of Loss. St. Louis assumes all risk and loss to the Property by any cause whatsoever (including but not limited to: fire, flood, earthquake, tornado, and vandalism) until and including the day of Closing when title is transferred to the Buyer. Until and including the day of the Closing, if the Property covered by this Agreement shall be damaged or destroyed, St. Louis shall immediately notify the Buyer in writing of the damage or destruction, and the amount of insurance proceeds payable, if any. In the event that a material portion of the Property is damaged or destroyed, St. Louis, after consulting with the Buyer, shall at St. Louis' option elect to (i) restore, rehabilitate, or replace the damaged or destroyed Property and close upon the completion of such restoration or, (ii) elect to assign any insurance proceeds relating to the destruction or damage to the Buyer and proceed to close in accordance with this Agreement, in which case St. Louis shall have no further liability under this Section 14, or, if there is no insurance proceeds relating to the destruction or damage, (iii) elect to proceed to close in accordance with this Agreement, in which case St. Louis shall have no further liability under this Section 14.A. Notwithstanding the foregoing the Buyer shall have the right (as its sole option or remedy) to terminate this Agreement without any liability of any kind to the Buyer or St. Louis if: (i) there are no insurance proceeds relating to the destruction or damage, or (ii) said insurance proceeds to be assigned by St. Louis to the Buyer or St. Louis' planned restoration, as the case may be, are deemed by the Buyer in good faith to be insufficient to restore, rehabilitate, or replace the damaged or destroyed Property in a timely manner. All insurance proceeds received by St. Louis for damage to personal property or for business interruption and/or loss of use shall belong to St. Louis.

- B. Insurance. St. Louis represents, warrants, and agrees to maintain its current level of insurance coverage in force (i.e., comprehensive general liability and property insurance) in regard to the Property, if any, until and including the day of the Closing.

15. FORM OF CONVEYANCE AND TITLE INSURANCE.

- A. Deed to Property. St. Louis shall remise, release and quit-claim the Property (reserving for St. Louis and its successors and assigns, for the use and benefit of St. Louis and the public an avigation easement over the Property as set out in **EXHIBIT "B"**) by Quit Claim Deed subject, without limitation, to ail easements, restrictions, covenants, and other matters of record, unless otherwise agreed to in writing by St. Louis and the Buyer or waived by the Buyer as provided for in this Section 15. St. Louis shall deliver to the Title Company for delivery to Buyer at the Closing said recordable and duly executed Quit Claim Deed for the conveyance of the Property. After the Closing on the Property, the Title Company, unless otherwise directed in writing by the Buyer and St. Louis, shall immediately record in the office of St. Louis County Recorder of Deeds the executed Quit Claim Deed for the conveyance of the Property (see Sections 9 and 10 above).

- B. Title Insurance. Within ninety (90) days after the Effective Date of this Agreement, Buyer (at its expense) shall obtain from the Title Company one or more title commitments ("**Title Commitment**") to issue an ALTA Owner's Title Insurance Policy to Buyer in the full amount of the Purchase Price, effective as of the Closing, insuring that fee simple title to the Property is vested in the Buyer (the "**Title Policy**"). Buyer shall direct the Title Company to furnish St. Louis a copy of the Title Commitment. If the matters listed as exceptions to the Title Commitment are not satisfactory to the Buyer, Buyer shall provide St. Louis with written notice of such objections (the "**Title Objections**") within ninety (90) days of the Effective Date. Thereafter, St. Louis may proceed to cure the Title Objection raised by the Buyer, and in the event that the Title Objections are not cured within one hundred (100) days after the Effective Date, Buyer may as its sole option or remedy elect to: (i) terminate or cancel this Agreement by giving written notice thereof prior to the expiration of such one hundred (100) day period without any liability whatsoever to the Buyer or St. Louis; (ii) enter into good faith negotiations and reach an agreement with St. Louis, within such one hundred (100) day period, for a reduction of the Purchase Price; or (iii) waive within such one hundred (100) day period such Title Objections that St. Louis is not able or willing to cure and proceed to Closing. Buyer shall pay the cost of the Title Policy. If Buyer does not provide, prior to the expiration of the one hundred (100) day period, written notice terminating this Agreement, such contingency shall be deemed waived.

- C. Survey. Buyer, at Buyer's expense, may obtain a current survey of the Property (the "**Survey**") prepared by a licensed surveyor showing matters which are customarily disclosed on a survey. If the Survey discloses matters that are unacceptable to the Buyer ("**Survey Objections**"), Buyer shall notify St. Louis of such matters within seventy-five (75) days of the Effective Date. In the event Buyer does not notify St. Louis of the Buyer's Survey Objections within seventy-five (75) days of the Effective Date, it shall be deemed that the Survey is acceptable to Buyer and all matters and contingencies that an accurate survey would show shall be deemed waived by the Buyer. In the event that Buyer does timely notify St. Louis of the Survey Objections, thereafter, St. Louis may proceed to cure the Survey Objections raised by Buyer, and in the event that the Survey Objections are not cured within ninety (90) days of the Effective Date of this Agreement, Buyer as its sole option or remedy may elect to: (i) terminate or cancel this Agreement by giving written notice thereof prior to the expiration of such ninety (90) day period without any liability whatsoever to the Buyer or St. Louis; (ii) enter into good faith negotiations and reach an agreement with St. Louis, with in such ninety (90) day period, for a reduction of the Purchase Price; or (iii) waive within such ninety (90) day period such Survey Objections which St. Louis is not able or willing to cure and proceed to Closing. If Buyer does not provide, prior to the expiration of the ninety (90) day period, written notice terminating this Agreement, such contingency shall be deemed waived. St. Louis shall not be required to bear any portion of the cost of the Survey.

- D. Additional Documents. St. Louis covenants and agrees to execute and deliver such customary affidavits, documents, instruments, releases, and records as may be reasonably required by the Buyer or the Title Company to consummate the purchase or limit any exception in the Title Policy. Buyer and St. Louis acknowledge and agree that St. Louis shall have no obligation to cure any of Buyer's Title Objections including, without limitation, judgment, deed of trust, and security interest ami/or Survey Objections. Nothing in this Agreement is to be construed to require the Buyer to accept title that is not marketable in fact unless the Buyer waives such right as provided for herein and/or proceeds with the Closing on the Property and thereby accepts title that is not marketable in fact. Nothing what so ever in this Agreement is to be construed or interpreted to require or obligate St. Louis to deliver title that is marketable in fact.

16. GENERAL CONDITION OF PROPERTY. Buyer acknowledges that it will have conducted or had the opportunity to conduct its own inspections and investigations of the Property including, without limitation, environmental inspections and investigations, and except as otherwise stated or provided for in this Agreement (i.e. see Section 5 "Transfer of Possession" and Section 8.G titled "Building Code Compliance") is acquiring the Property on an "**AS-IS**" basis with no warranties or representations of any kind whatsoever, express or implied, either oral or written, made by St. Louis or any of its officers, employees, agents, or representatives with respect to the physical, environmental, geotechnical or structural conditions of the Property or otherwise (see Section 13 titled "Environmental Conditions").

17. LIENS. St. Louis covenants, represents, warrants, and agrees that:

- A. St. Louis shall not allow any liens, attachments, or other encumbrances of any kind whatsoever to be filed against or on the Property between the Effective Date and the Closing caused, done, or suffered by St. Louis;
- B. As of the Closing there shall be no recorded or unrecorded contracts and/or options to which St. Louis is a party affecting title to the Property, or any part thereof;
- C. There are presently no mechanic liens placed against or on the Property, and there has been no work done on the Property that will result in the placement of a mechanic's lien on the Property after the Closing;
- D. There shall be no service, supply, maintenance or management contracts or agreements that will be binding on the Buyer after the Closing; and
- E. To the extent that pre-existing utility liens affect any portions of the Property, St. Louis agrees to cooperate reasonably with Buyer in requesting the release of such liens (provided that St. Louis shall not be obligated to expend any funds or incur any cost or liability in connection with any such releases).

18. TIME IS OF THE ESSENCE. Time is of the essence in this Agreement. The parties agree that time shall be of the essence in the performance of each and every obligation and understanding of this Agreement.

19. REMEDIES UPON DEFAULT.

- A. **Buyer's Remedies.** Unless otherwise expressly provided for herein, in the event of St. Louis' unexcused breach of any of the Provisions of this Agreement, St. Louis shall have thirty (30) calendar days following receipt of written notice thereof from the Buyer in which to cure such breach or default. In the event that the breach or default remains uncured at the expiration of such thirty (30) day cure period, Buyer subject to and in accordance with the Provisions of this Agreement shall be entitled to pursue any remedies at law and/or in equity as may be available to the Buyer including but not limited to specific performance, unless otherwise expressly provided for herein.
- B. **St. Louis' Remedies.** Unless otherwise expressly provided for herein, in the event of the Buyer's unexcused breach of any Provisions of this Agreement or default here under, the Buyer shall have thirty (30) calendar days following receipt of written notice thereof from St. Louis in which to cure such breach or default. In the event that the breach or default remains uncured at the expiration of such thirty (30) day cure period, St. Louis subject to and in accordance with the Provisions of this Agreement shall be entitled to pursue any remedies available at law and/or in equity as may be available to St. Louis including but not limited to specific performance, unless otherwise expressly provided for herein.
- C. **Attorney Fees.** In the event of litigation between the parties regarding this Agreement the prevailing party shall be entitled to recover its reasonable attorneys' fees, court costs, and litigation expenses.

20. ASSIGNMENT. Agreement shall not be assigned in whole or part by either St. Louis or the Buyer.

21. ACKNOWLEDGMENT OF TERMS AND CONDITIONS OF SALE. The parties affirm each has full knowledge of the Provisions contained in this Agreement. Each party hereto acknowledges that such party and its counsel, after negotiation and consultation, have reviewed and revised this Agreement. As such, the Provisions of this Agreement shall be fairly construed and the usual rule of construction, to the effect that any ambiguities herein should be resolved against the drafting party, shall not be employed in the interpretation of this Agreement or any amendments, modifications or exhibits hereto.

22. ENTIRE AGREEMENT. This Agreement is intended by the parties hereto as a final expression of their

agreement with respect to the subject matter hereof as are included in and may not be contradicted by evidence of any prior or contemporaneous agreement. This Agreement constitutes the entire agreement between the parties hereto. This Agreement may be amended from time to time by written agreement, duly authorized and executed by all the signatories to this Agreement. The Buyer acknowledges that any such amendment to the Agreement must be authorized by an ordinance recommended and approved by St. Louis's Board of Estimate and Apportionment and its Airport Commission and approved by St. Louis's Board of Aldermen. However, the Airport Director, on behalf of St. Louis and in its best interest, may agree to amend the attached exhibits, consisting of **EXHIBIT "A"** entitled "Legal Description Of The Property" and **EXHIBIT "B"** entitled "Form Of Quit Claim Deed", (see also Section 24 titled "Required Approvals").

23. WAIVER. No waiver of any breach of any Provision shall be deemed, or shall constitute a waiver of any preceding or succeeding breach thereof of any Provision contained herein. No extension of time for performance of any obligation or act shall be deemed an extension of the time for performance of any other obligation or act. No waiver shall be binding unless executed in writing by the party granting the waiver.

24. REQUIRED APPROVALS. When the consent, approval, waiver, an extension in time of performance, or certification ("**Approval**") of either party is required under the terms of this Agreement, such Approval must be in writing and signed on behalf of the party making the Approval. Whenever the Approval of St. Louis or the Director of Airports is required, the Approval must be from the Director of Airports or his/her authorized or designated representative. Whenever the Approval of the Buyer is required, the Approval must be from Fred I. Harrold, President, Francis McCullen, Secretary, and Viola Harrold Davis, Treasurer or their authorized or designated representatives. St. Louis and Buyer acknowledge that extensions of time of performance may be made by the written mutual consent of the Director of Airports on behalf of St. Louis and Fred I. Harrold, Francis McCullen, and Viola Harrold Davis, on behalf of the Buyer. However, it is expressly understood and agreed that there can be no change in the per square feet Purchase Price or payment terms without an amendment to the Agreement executed by all of the signatories of this Agreement (see also Section 22 titled "Entire Agreement").

25. SEVERABILITY. If for any reason one or more of the Provisions in this Agreement shall be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other Provision of this Agreement and shall be construed as if such invalid, illegal or unenforceable Provision never had been included in this Agreement, provided the invalidity of such Provision does not materially or substantially prejudice either St. Louis or Buyer in its respective rights and obligations contained in the valid Provisions of this Agreement.

26. NOTICES. Any notice, request, or other communication to be given hereunder shall be in writing and (i) shall be delivered personally, or (ii) shall be sent by United States registered or certified mail, return receipt requested, postage prepaid, or (iii) special or overnight delivery, return receipt, delivery prepaid, or (iv) shall be sent by telex, telegram, telecopy or other similar form of rapid transmission confirmed by the mailing (by first class or express mail, postage prepaid) written confirmation at substantially the same time as such rapid transmission; and, shall be addressed to the parties at the respective addresses set forth below. A party may change its address for receipt of notice by service of notice of such change in accordance herewith.

If to St. Louis:	Director of Airports Lambert-St. Louis International Airport® P.O. Box 10212, Lambert Station 10701 Lambert International Blvd. St. Louis, MO 63145 Fax: (314) 426-5733
with a copy to:	Airport Properties/Contract Administration Lambert-St. Louis International Airport® 10701 Lambert International Blvd. P.O. Box 10212, Lambert Station St. Louis, MO 63145 Tele: (314) 426-8174 Fax: (314) 426-8076
with a copy to:	Airport Planning and Development Lambert-St. Louis International Airport® 10701 Lambert International Blvd. P.O. Box 10212 Lambert Station St. Louis, MO 63145 Tele: (314) 551-5025

Fax: (314) 551-5013

If to Buyer: Fred I Harrold
Memorial Tabernacle Baptist Church
5312 Deerwood Lake
Springfield, Illinois 62703

If to Title Company: U.S. Title Guaranty Company
Attn: Debbie Griffin
7930 Clayton Road, Suite 200
St. Louis, Missouri 63117
Tele: (314) 727-2900
Fax: (314) 727-9763

Notice shall be deemed to be given when delivered, in the case of personal delivery, when deposited in the mail, in the case of being sent by mail and when sent from the sending machine, when sent by telex, telegram, telecopy or similar form of rapid transmission. Notice shall be deemed received at the earlier of actual receipt or two (2) calendar days after being sent in the manner provided for above.

27. ADDITIONAL WARRANTIES. St. Louis and Buyer hereby represent and warrant to the other that each party has full power and authority to enter into and perform this Agreement in accordance with its Provisions. Neither party hereto is in violation of any contract, lease, permit, license, or agreement, which would affect either party's ability to perform this Agreement in accordance with its Provisions.

28. GOVERNING LAW. This Agreement shall be deemed to have been made in, and construed in accordance with the laws of the State of Missouri, and is subject to the Charter of City of St. Louis and its applicable ordinances, except where there is a conflict with applicable federal regulations, orders, rules, requirements, and statutes in which case the federal law shall apply. Any cause of action, claim, suit, demand, or other case or controversy arising from or related to this Agreement shall be brought only in a federal or state court in the City of St. Louis, Missouri. Buyer and St. Louis hereby admit and consent to the jurisdiction and venue of such courts. The Provisions of this section shall survive the expiration or termination of this Agreement.

29. MISCELLANEOUS PROVISIONS.

- A. **Exhibits.** All exhibits described herein are fully incorporated into this Agreement by this reference as if fully set out herein. St. Louis and the Buyer shall, prior to Closing, reasonably and in good faith finalize and attach all such exhibits to the Agreement, which may not have been in final form as of the date of the Agreement (see also Section 22 titled "Entire Agreement").
- B. **Paragraph Headings.** The paragraph headings contained in this Agreement are for convenience only and shall in no way enlarge or limit the scope of the paragraphs hereof.
- C. **Dates and Non-business Days.** Whenever a number of days is referred to in this Agreement, days shall mean calendar days unless otherwise expressly provided. If the last day for giving of notice or for performance of any obligation or condition here under is a Saturday, Sunday or federal, state, or St. Louis holiday, then such last day shall be extended to the next succeeding business day thereafter. Whenever it is provided in this Agreement that days shall be counted, the first day to be counted shall be the day following the date on which the event causing the period to commence occurs.
- D. **Other Documents.** Each party, at the request of the other, shall execute, acknowledge (if appropriate), and deliver whatever additional documents, instruments, affidavits, certifications, and records, and perform such other acts in good faith, as may be reasonably required in order to accomplish the intent and purposes of this Agreement.
- E. **Binding Contract.** This Agreement shall become effective and binding only upon the execution by St. Louis and the Buyer and delivery of the executed counterparts of St. Louis and the Buyer to the Title Company (see Section 3.A entitled "Title Company Authorization"). Buyer acknowledges and agrees that this Agreement is subject to St. Louis' Charter and ordinance as they may be amended from time to time. This Agreement shall inure to the benefit of and bind the Buyer and St. Louis and their respective representatives, heirs, successors in interest, and permitted assigns.

- F. Force Majeure. Neither St. Louis nor Buyer shall be deemed in violation of this Agreement if it is prevented from performing any obligation hereunder by reason of strike, boycott, labor disputes, embargoes, shortage of materials, acts of God, acts of a public enemy or terrorist, acts of a superior governmental authority, weather conditions, riots, rebellions, or sabotage or any other circumstances for which it is not responsible and which is not within its control.
- G. Gender and Number: Whenever the sense of this Agreement so requires, the use of (i) the singular shall be deemed to include the plural, (ii) the masculine gender shall be deemed to include the feminine or neuter gender, and (iii) the neuter gender shall be deemed to include the masculine or feminine gender.
- H. Counterparts: This Agreement and any companion documents, deeds, or instruments referred to herein, may be executed in any number of counterparts, each of which shall be original, but all of which together shall constitute one document or instrument, and it shall constitute sufficient proof of this Agreement to present any copy, copies, electronic copies or facsimiles signed by the parties.
- I. Personal Liability: No alderman, commissioner, director, officer, board member, employee, or other agent of St. Louis or the Buyer shall be charged personally or held contractually liable by or to the other party under any term or Provision of this Agreement or because of any breach hereof or because of its or their execution of the Agreement. Any administrative complaint brought against the City relating to any aspect of this Agreement shall be brought against the City and not against named individual respondents.

30. BROKERAGE COMMISSION. The parties hereto represent and warrant, each to the other, that neither has engaged the services of any broker with respect to this transaction. If any claims for brokerage commissions or finder fees or like payment arise out of or in connection with the transaction provided for herein, and in the event any claim is made, all such claims shall be handled and paid by the party whose actions or alleged commitment form the basis of such claims. Each party hereto whose actions or alleged commitment form the basis of a claim shall indemnify and hold harmless the other party from and against any and all claims or demands with respect to any brokerage fees, or agent commissions or other compensation asserted by any person, firm, association, or corporation in connection with this Agreement or the transaction contemplated herein. The representations, warranties and agreement contained in this sub-paragraph shall survive the Closing or, if the Closing does not occur, the termination or cancellation of this Agreement

31. SURVIVAL. All the Provisions of this Agreement shall survive the Closing and the delivery and acceptance of the deed and shall not be merged into any deed or other document or instrument given at the Closing.

32. KNOWLEDGE. Whenever the phrases "to the knowledge of the Buyer", "to the best of Buyer's" or words of similar import are used in this Agreement, such knowledge shall be construed to mean that the Buyer has no actual or constructive knowledge except as may have already been disclosed to St. Louis prior to, or at the time of the Closing. Whenever the phrases "to the knowledge of St. Louis", "to the best of St. Louis' knowledge" or words of similar import are used in this Agreement, such knowledge shall be construed to mean that St. Louis has no actual or constructive knowledge except as may have already been disclosed to the Buyer prior to, or at the time of the Closing.

33. FAA APPROVAL. The FAA's approval of the release and sale of the Property to the Buyer, the Provisions of this Agreement, and any other related matters required to be submitted to and approved by the FAA, upon terms acceptable to the City are conditions precedent to St. Louis' and/or the Buyer's obligations to close on the sale of the Property. If the FAA's approval of the release and sale of the Property, the Provisions of this Agreement, the Purchase Price, or any other related matters required or necessary to be submitted to and approved by the FAA or other appropriate government authority prior to the Closing Date, upon terms acceptable to the City, are not received on or before the date twelve (12) months after the Effective Date, St. Louis and/or the Buyer shall have the right (as its sole option or remedy) to terminate this Agreement by giving written notice thereof to the other party, and in such event St. Louis shall not be obligated to convey the Property to the Buyer and neither St. Louis nor the Buyer shall have any further obligations or liability under this Agreement. It shall be the obligation of St. Louis to make a good faith effort to timely obtain such required or necessary approvals. It shall be the obligation of the Buyer to make a good faith effort to cooperate with and assist St. Louis in timely obtaining such necessary or required approvals by providing St. Louis with necessary information, plans, records, affidavits, documents, certifications, or instruments in its possession or control reasonably requested by St. Louis and/or the FAA and to cooperate with St. Louis in carrying out the Provisions of this Agreement.

{Signature pages follow.}

IN WITNESS WHEREOF, the parties hereto affixed their hands and seals as of the Effective Date for themselves, their successors and assigns.

BUYER:

Memorial Tabernacle Baptist Church To Preserve the Heritage and Legacy of the Family of Harrold

BY: _____
M **Date**

NAME: Frederick I. Harrold

TITLE: President

BY: _____
Date

NAME: Francis McCullen

TITLE: Secretary

BY: _____
Date

NAME: Viola Harrold Davis

TITLE: Treasurer

SELLER: CITY OF ST. LOUIS, MISSOURI, OWNER AND OPERATOR OF LAMBERT- ST. LOUIS INTERNATIONAL AIRPORT®

Pursuant to City of St. Louis Ordinance No. 65704 approved on December 10, 2002 and City of St. Louis Ordinance No. _____ approved _____, 2014.

APPROVED BY:

Director of Airports **Date**

APPROVED BY:

Comptroller **Date**
City of St. Louis

APPROVED AS TO FORM:

BY: _____
City Counselor **Date**
The City of St. Louis

ATTESTED TO:

BY: _____
Register **Date**
The City of St. Louis

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

Lots 2 and 3, part of lots 1-4, Lots 5 and 6, part of Lot 4, Lots 7 and 8 and Part of Lot 9 in Block 51 of South Kinloch Park 6th Addition, and Lots 1 and 2, part of Lot 9 in Block 50 South Kinloch Park 6th Addition, according to the plat thereof recorded in Plat Book 104 Page 97 of the St. Louis County Records.

Lots 1-7 (inclusive) in Kinloch East Plat 1, according to the plat thereof recorded in Plat Book 104 Page 94 of the St. Louis County Records.

Lots 8-14 (inclusive) in Kinloch East Plat 2, according to the plat thereof recorded in Plat Book 105 Page 94 of the St. Louis County Records.

Lots 15- 20 (inclusive) in Kinloch East Plat 3, according to the plat thereof recorded in Plat Book 109 Page 17 of the St. Louis County Records.

EXHIBIT B

FORM OF THE QUIT CLAIM DEED

THIS QUIT CLAIM DEED, made and entered into this _____ day of _____, 2014 by and between THE CITY OF ST. LOUIS, a Municipal Corporation of the State of Missouri, whose address is City Hall, Room 200, 1200 Market Street, St. Louis, Missouri 63103 (the "**Grantor**"), and MEMORIAL TABERNACLE BAPTIST CHURCH TO PRESERVE THE HERITAGE AND LEGACY OF THE FAMILY OF HARROLD, a not-for-profit Missouri corporation, whose address is 5312 Deerwood Lake, Springfield, Illinois 62703 (the "**Grantee**").

WITNESSETH: that Grantor, for and in consideration of certain monetary consideration paid by the Grantee and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does by these presents REMISE, RELEASE AND QUIT-CLAIM unto the Grantee, its heirs, successors in interest, and assigns, the following described real estate, situated in the County of St. Louis, and State of Missouri, to wit:

See **EXHIBIT "A"**, entitled "Legal Description of the Property," attached hereto and incorporated into this deed (the "**Property**").

SUBJECT TO the Easement (as hereinafter defined) and the Restrictive Covenant (as hereinafter defined), as expressly reserved as provided below.

TO HAVE AND TO HOLD title Property, together with all rights and appurtenances to the same belonging, unto the Grantee, and to its heirs, successors in interest, and assigns, so that neither the Grantor, nor its heirs, successors in interest, and assigns, or any other person or persons for it or in its name or behalf, shall or will hereafter claim or demand any right or title to the Property, or any part thereof, but they and every one of them shall, by these presents, be excluded and forever barred.

For the purposes hereof the term "**Aircraft**" shall mean any contrivance now known or hereafter invented, designed or used for navigation or flight in air or space involving either persons or property. For the purposes hereof, the term "**Navigational Air Space**" shall mean all of the space above the Property as defined or established under FAR Part 77 or subsequent and additional regulations of the Federal Aviation Administration ("**FAA**") as applied to Lambert-St. Louis International Airport® (the "**Airport**").

Grantor does hereby reserve and declare for the Grantor and its successors in interest and assigns for the use and benefit of said Grantor and the public, a perpetual and assignable aviation easement and right-of-way, (the "**Easement**") for (i) the free and unobstructed passage of Aircraft in, through, and across all the Navigational Air Space or Easement (ii) the entry in, through, across, or upon the Property, the Navigational Air Space, or Easement of such noise, vibration, fumes, dust, fuel particles, illumination, radio or any other type of transmission (including, without limitation, transmissions which may interfere with television or other commercial, public and private broadcasts or transmission), and any other effects, all as may be allowed in, caused by, or result from the maintenance or operation of Aircraft or the arrival and departure of Aircraft in, on, to and from the Airport, or the maintenance or operation of the Airport; and (iii) the marking and lighting of obstructions to air navigation, including but not limited to any and all buildings, structures or other improvements and trees or other objects which extend into the Navigational Air Space or Easement.

Grantor does hereby reserve and declare for the Grantor and its successors in interest and assigns for the use and benefit of said Grantor and the public, and, in accepting this deed the Grantee, on its behalf and on behalf of all heirs, successors in interest, and assigns in the Property, agrees that the Property shall be subject to the following restrictions with respect to its use: (i) no structure, building, facility, improvement, or any object of natural growth shall be permitted upon the Property which encroaches upon or extends into the Navigational Air Space or Easement; (ii) the Property shall not be used in such manner as to create electrical interference with radio communication to or from any Aircraft or communication to or from the Airport and any Aircraft; (iii) the Property shall not be used in any manner which would be a hazard to the flight of Aircraft within the Navigational Air Space, interfere with the navigational and/or communications facilities or navigational aids serving the Airport, make it difficult for Aircraft pilots to distinguish between Airport lights and other lights, impair visibility in the vicinity of the Airport, endanger the landing, taking off, operation, or maneuvering of Aircraft, or constitute an obstruction to air navigation, as defined from time to time by application of the criteria of FAR Part 77 or subsequent additional regulations of the FAA; (iv) the Property shall not be used in such a manner as

would violate any applicable federal, state, or local laws or regulations relating to interference with the landing, taking off, operation, or maneuvering of Aircraft at, to or from the Airport; (v) the Property shall not be used for residential purposes; (vi) the Property shall not be used for any noise sensitive uses which are not compatible with Aircraft noise, as defined and provided for in the Federal Aviation Regulation Part 150, Noise Compatibility Programs, as may be amended from time to time, regardless of the actual noise levels of the development or redevelopment of the Property and regardless of any changes in the noise contours of the Property, even if shrinking noise contours place the Property or portions of the Property outside the DNL 65db; and (vii) the Property shall be utilized for industrial and/or commercial purposes unless prior written permission is given by the FAA and the Grantor for another use which is compatible with the Airport's operations; (viii) that development of the Property shall be carried out in compliance with applicable federal and state laws and regulations relating to discovery of "historic property" as defined and provided for in 36 CFR 800,16(1)(1), as may be amended from time to time; (ix) the property shall not be used for rental vehicle facilities, revenue generating parking facilities or lots, or revenue generating air cargo facilities, unless otherwise agreed to by the Grantor in writing; (x) that development of the Property shall be carried out in compliance with applicable federal and state laws and regulations regarding wetlands; and (xi) that prior to the commencement of any construction on the Property, the FAA shall be provided notice, if applicable, of proposed construction or alternation to the Property in a form acceptable to the FAA (currently FAA Form 7460-1 entitled "Notice of Proposed Construction or Alternation") for its review and unobjectional determination that the proposed construction or alteration is not in conflict with any of the foregoing restrictions on the use of the Property (collectively the "**Restrictive Covenants**").

The Easement and the Restrictive Covenants are and shall be easements and real covenants running with the title to the Property and shall burden and bind the Property for the duration hereof. To that end, the Easement and the Restrictive Covenants shall be deemed incorporated into all leases, deeds and conveyances hereinafter made by the Grantee and any heirs, successor in interest, and assigns thereto. Every party acquiring or holding any interest or estate in any portion of the Property shall take or hold such interest or estate, or the security interest or lease with respect thereto, with notice of the Easement and the Restrictive Covenants, and in accepting such interest or estate in, or a security interest or lease with respect to, any portion of the Property, such party shall be deemed to have assented to all of the terms and provisions hereof.

TO HAVE AND TO HOLD THE INDENTURE, with all rights, privileges, and immunities thereto belonging or in anywise appertaining, unto Grantee, its successors and assigns, it being understood and agreed the reservations, restrictions, conditions, and covenants herein shall run with the land.

[Signature pages follow.]

IN WITNESS WHEREOF, the Grantor and Grantee have executed these presents the day and year first above written.

"GRANTOR":

THE CITY OF ST. LOUIS, MISSOURI, OWNER AND OPERATOR OF LAMBERT- ST. LOUIS INTERNATIONAL AIRPORT®

Pursuant to the City of St. Louis' Ordinance No. 65704 approved on December 10, 2002 and City Ordinance No. _____ approved _____, 2014.

APPROVED BY:

Mayor, The City of St. Louis

APPROVED/COUNTERSIGNED BY:

Comptroller, The City of St. Louis

APPROVED AS TO FORM BY:

City Counselor
The City of St. Louis

Date

ATTESTED TO BY:

Register
The City of St. Louis

Date

STATE OF MISSOURI)
) SS:
CITY OF ST. LOUIS)

On this ____ day of _____, 2014, before me appeared Francis G. Slay, to me personally known, who, being by me duly sworn, did say that he is the Mayor of The City of St. Louis, a political subdivision of the State of Missouri, and that said instrument was signed on behalf of said city, by authority of its Board of Aldermen; and he acknowledged said instrument to be the free act and deed of said city.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the city and state aforesaid on the day and year first above written.

(Signature)

Name (print): _____
Notary Public

My term expires:

STATE OF MISSOURI)
) SS:
CITY OF ST. LOUIS)

On this ____ day of _____, 2014, before me appeared Darlene Green, to me personally known, who, being by me duly sworn, did say that she is the Comptroller of The City of St. Louis, a political subdivision of the State of Missouri, and that said instrument was signed on behalf of said city, by authority of its Board of Aldermen; and she acknowledged said instrument to be the free act and deed of said city.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the city and state aforesaid on the day and year first above written.

(Signature)

Name (print): _____
Notary Public

My term expires:

"GRANTEE":
MEMORIAL TABERNACLE BAPTIST CHURCH TO PRESERVE THE HERITAGE AND LEGACY OF THE FAMILY OF HARROLD

BY: _____

TITLE: President

BY: _____

TITLE: Secretary

BY: _____

TITLE: Treasurer

STATE OF MISSOURI)
) ss
ST. LOUIS COUNTY)

On this ____ day of _____, 2014, before me appeared Frederick I. Harrold, President of Memorial Tabernacle Baptist Church To Preserve The Heritage and Legacy of the Family of Harrold, a not-for-profit Missouri corporation, personally known to me, who being by me duly sworn, did say that he is the President of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and that he acknowledged said instrument to be the free act and deed of said not-for-profit corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the county and state aforesaid the day and year written above.

Notary Public _____

My Commission Expires: _____

STATE OF MISSOURI)
) ss
ST. LOUIS COUNTY)

On this ____ day of _____, 2014, before me appeared Francis McCullen personally known to me, who being by me duly sworn, did say that he/she is the Secretary of Memorial Tabernacle Baptist Church To Preserve the Heritage and Legacy of the Family of Harrold, a not-for-profit Missouri corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and that he/she acknowledged said instrument to be the free act and deed of said not-for-profit corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the county and state aforesaid the day and year written above.

Notary Public _____

My Commission Expires: _____

STATE OF MISSOURI)
) ss
ST. LOUIS COUNTY)

On this ____ day of _____, 2014, before me appeared Viola Harrold Davis personally known to me, who being by me duly sworn, did say that she is the Treasurer of Memorial Tabernacle Baptist Church To Preserve the Heritage and Legacy of the Family of Harrold, a not-for-profit Missouri corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and that she acknowledged said instrument to be the free act and deed of said not-for-profit corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the county and state aforesaid the day and year written above.

Notary Public _____

My Commission Expires: _____

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

Lots 2 and 3, part of Lots 1-4, Lots 5 and 6, part of Lot 4, Lots 7 and 8 and art of Lot 9 in Block 51 of South Kinloch Park 6th Addition, and Lots 1 and , part of Lot 9 in Block 50 South Kinloch Park 6th Addition, according to the plat thereof recorded in Plat Book 104 Page 97 of the St. Louis County Records.

Lots 1-7 (inclusive) in Kinloch East Plat 1, according to the plat thereof recorded in Plat Book 104 Page 94 of the St. Louis County Records.

Lots 8-14 (inclusive) in Kinloch East Plat 2, according to the plat thereof recorded in Plat Book 105 Page 94 of the St. Louis County Records.

Lots 15- 20 (inclusive) in Kinloch East Plat 3, according to the plat thereof recorded in Plat Book 109 Page 17 of the St. Louis County Records.

Approved: March 12, 2014

**ORDINANCE #69695
Board Bill No. 297**

An ordinance recommended and approved by the Airport Commission and the Board of Estimate and Apportionment, authorizing and directing the Mayor and the Comptroller, on behalf of the City of St. Louis (the "City"), the owner and operator of Lambert-St. Louis International Airport® (the "Airport"), to accept and execute on behalf of the City a certain Airport Aid Agreement offered by the Missouri Highways and Transportation Commission (the "Grant Agreement") for the design of a new west cargo ramp at the Airport for a maximum obligation of Three Hundred Sixty Five Thousand Sixty Eight Dollars (\$365,068) for the reimbursement of direct costs associated with the projects funded under the Grant Agreement; and containing an emergency clause.

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

SECTION ONE. The Mayor and the Comptroller, on behalf of the City of St. Louis (the "City"), the owner and operator of Lambert-St. Louis International Airport® (the "Airport"), are hereby authorized to accept and execute on behalf of the City an Airport Aid Agreement for Project No. AIR 096-113C2 (the "Grant Agreement") offered by the Missouri Highways and Transportation Commission (the "Highways Commission") substantially in the form attached hereto as ATTACHMENT "1", which provides financial assistance to the City for the design of a new west cargo ramp at the Airport in accordance with the provisions of the Grant Agreement (the "Project") which has been approved for state aviation trust fund participation in the Highways Commission's Statewide Transportation Improvement Program, for a maximum obligation of Three Hundred Sixty Five Thousand Sixty Eight Dollars (\$365,068) for the reimbursement of direct costs associated with the Project.

SECTION TWO. All terms, conditions, statements, warranties, representations, covenants, agreements, and assurances contained in the Grant Agreement and the incorporated materials referred to in the Grant Agreement are hereby ratified and approved and made a part hereof.

SECTION THREE. ATTACHMENT "1" to this Ordinance is hereby incorporated herein by this reference as if such attachment was duly set forth herein.

SECTION FOUR. This being an ordinance providing for a public work and improvement, it is hereby declared to be an emergency measure as defined in Article IV, Section 20 of the City Charter, and shall become effective immediately upon approval of the Mayor of the City.

ATTACHMENT "1"

(GRANT AGREEMENT)

CCO Form:	AC01	Sponsor City of St. Louis
Approved:	02/94 (MLH)	Lambert- St. Louis International Airport®
Revised:	12/12 (MWH)	Project No. AIR 096-113C2
Modified:		

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
AIRPORT AID AGREEMENT**

THIS GRANT AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and The City of St. Louis (hereinafter, "Sponsor").

WITNESSETH:

WHEREAS, the Sponsor has applied to the Commission for a grant of funds under §305.230 RSMo; and

WHEREAS, the Commission has agreed to award funds available under §305.230 RSMo to the Sponsor with the understanding that such funds will be used for a project pursuant to this Agreement for the purposes generally described in the Sponsor's grant application/request dated March 29, 2011, and specifically described as follows:

Design of New West Cargo Ramp

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations in this Agreement, the parties agree as follows:

(1) PURPOSE: The purpose of this Agreement is to provide financial assistance to the Sponsor under §305.230 RSMo.

(2) AMOUNT OF GRANT: The amount of this grant is Three Hundred Sixty Five Thousand Six Eight dollars (\$365,068); provided, however, that in the event state funds available to the Commission under §305.230 RSMo are reduced so that the Commission is incapable of completely satisfying its obligations to all the Sponsors for the current state fiscal year, the Commission may recompute and reduce this grant. The designation of this grant does not create a lump sum quantity contract, but rather only represents the amount of funding available for qualifying expenses. In no event will the Commission provide the Sponsor funding for improvements or work that are not actually performed. The release of all funding under this Agreement is subject to review and approval of all project expenses to ensure that they are qualifying expenses under this program.

(3) AMOUNT OF MATCHING FUNDS: The amount of local matching funds, and/or other resources, to be furnished by the Sponsor is Forty Thousand Five Hundred Sixty Three dollars (\$40,563). The Sponsor warrants to the Commission that it has sufficient cash on deposit, or other readily available resources, to provide the local matching funds to complete the project.

(4) PROJECT TIME PERIOD: The project period shall be from June 1, 2009 to December 31, 2012. The Commission's representative may, in writing, extend the project time period for good cause as shown by the Sponsor. The grant funds in paragraph (2) not expended or duly obligated during the project time period shall be released for use in other projects under §305.230 RSMo.

(5) TITLE EVIDENCE TO EXISTING AIRPORT PROPERTY: By signing this Agreement, the Sponsor certifies that it holds satisfactory evidence of title to all existing airport property and avigation easements.

(6) CONTROL OF AIRPORT: The Sponsor agrees to continue to control the airport, either as owner or as lessee, for 20 years following receipt of the last payment from this grant. Applicable agreement periods are as follows:

(A) Land interests -Fifty (50) years.

(B) Improvements - Useful life, as determined by the Commission.

(7) WITHDRAWAL OF GRANT OFFER: The Commission reserves the right to amend or withdraw this grant offer at any time prior to acceptance by the Sponsor.

(8) PAYMENT: Payments to the Sponsor are made on an advance basis. The Sponsor may request incremental payments during the course of a project or a lump sum payment upon completion of the work. However, this advance payment is subject to the limitations imposed by paragraph (8)(B) of this Agreement.

(A) The Sponsor may request payment at any time subsequent to the execution of this Agreement by both parties. Requests for reimbursement shall be supported with invoices. After the Sponsor pays incurred costs, copies of checks used to pay providers must be submitted to the Commission.

(B) It is understood and agreed by and between the parties that the Commission shall make no payment which could cause the aggregate of all payments under this Agreement to exceed ninety percent (90%) of the maximum state (Aviation Trust Fund) obligation stated in this Agreement or eighty-one percent (81%) of actual total eligible project cost, whichever is lower, until the Sponsor has met and/or performed all requirements of this grant Agreement to the satisfaction of the Commission.

(C) Within ninety (90) days of final inspection of the project funded under this grant, the Sponsor shall provide to the Commission a final payment request and all financial performance and other reports as required by the conditions of

this grant.

(D) When land donations are used, the costs for land may be submitted with an appraisal prepared by a MoDOT-certified appraiser. All donations must be preapproved by the Commission to ensure eligibility for funding.

(E) If the Commission determines that the Sponsor was overpaid, the amount of overpayment shall be remitted to the Commission.

(9) AUDIT OF RECORDS: The Sponsor must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at all reasonable times at no charge to the Commission and/or its designees or representatives during the period of this Agreement and any extension thereof, and for three (3) years from the date of final payment made under this Agreement.

(10) FINANCIAL SUMMARY: Upon request of the Commission, the Sponsor shall provide to the Commission a financial summary of the total funds expended. The summary must show the source of funds and the specific items for which they were expended.

(11) NONDISCRIMINATION CLAUSE: The Sponsor shall comply with all state and federal statutes applicable to the Sponsor relating to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of the Civil Rights Act of 1964 as amended (42 U.S.C. §2000d and §2000e, et seq.); and with any provision of the "Americans with Disabilities Act" (42 U.S.C. §12101, et seq.).

(12) CANCELLATION: The Commission may cancel this Agreement at any time for a material breach of contractual obligations by providing the Sponsor with written notice of cancellation. Should the Commission exercise its right to cancel this Agreement for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Sponsor.

(13) LACK OF PROGRESS: Any lack of progress which significantly endangers substantial performance of the project within the specified time shall be deemed a violation of the terms of this Agreement. The determination of lack of progress shall be solely within the discretion of the Commission. The Commission shall notify the Sponsor in writing once such a determination is made.

(14) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(15) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The Sponsor shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

(16) WORK PRODUCT: All documents, reports, exhibits, etc. produced by the Sponsor at the direction of the Commission and information supplied by the Commission shall remain the property of the Commission.

(17) CONFIDENTIALITY: The Sponsor shall not disclose to third parties confidential factual matters provided by the Commission except as may be required by statute, ordinance or order of court, or as authorized by the Commission. The Sponsor shall notify the Commission immediately of any request for such information.

(18) NONSOLICITATION: The Sponsor warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Sponsor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Commission shall have the right to annul this Agreement without liability, or in its discretion, to deduct from this Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

(19) DISPUTES: Any disputes that arise under this Agreement shall be decided by the Commission or its representative.

(20) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the Sponsor shall defend, indemnify and hold harmless the

Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Sponsor's wrongful or negligent performance of its obligations under this Agreement.

(B) The Sponsor will require any contractor procured by the Sponsor to work under this Agreement:

(1) To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right-of-way); and

(2) To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and the Missouri Department of Transportation and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities (\$500,000 per claimant and \$3,000,000 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(C) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(21) NOTIFICATION OF CHANGE: The Sponsor shall immediately notify the Commission of any change in conditions or law which may significantly affect its ability to perform the project in accordance with the provisions of this Agreement.

(22) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representatives of the Sponsor and the Commission.

(23) PROFESSIONAL SERVICES BY COMPETITIVE PROPOSALS: Contracts for architectural, engineering and/or land surveying services, as defined in section 8.287 RSMo, shall be procured by competitive proposals, and the procurement process shall comply with sections 8.285-8.291 RSMo.

(24) ASSIGNMENT: The Sponsor shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the Commission.

(25) BANKRUPTCY: Upon filing for any bankruptcy or insolvency proceeding by or against the Sponsor, whether voluntarily, or upon the appointment of a receiver, trustee, or assignee, for the benefit of creditors, the Commission reserves the right and sole discretion to either cancel this Agreement or affirm this Agreement and hold the Sponsor responsible for damages.

(26) COMMISSION REPRESENTATIVE: The Commission's chief engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(27) SAFETY INSPECTION: The Sponsor shall eliminate all deficiencies identified in its most recent safety inspection letter. If immediate elimination is not feasible, as determined by the Commission, the Sponsor shall provide a satisfactory plan to eliminate the deficiencies.

(28) LAND INTERESTS: When grant funds are used to pay for land or aviation easements, the following requirements apply:

(A) Acquisition of Land - Fee Simple Title: The Sponsor shall obtain a qualified attorney's title opinion to assure the Sponsor receives fee simple title, free and clear of any encumbrance that could adversely affect the operation, maintenance or development of the airport.

The attorney's title opinion shall be furnished by the Sponsor to the Commission for review. The Sponsor shall acquire the property in fee simple absolute by general warranty deed from the grantors. A copy of the deed shall be furnished to the Commission for review. The Sponsor shall record the deed in the land records of the county recorder's office in the county where the airport is located.

(B) Acquisition of Avigation Easements: The Sponsor shall obtain a qualified attorney's title opinion to assure that the Sponsor has obtained the required interest in and to the easements to be acquired, free and clear of any encumbrances that would be incompatible with or would interfere with the exercise and enjoyment by the Sponsor of the rights and interests conveyed, and that the grantors of easements constituted all of the owners of the land affected by the easements.

(C) Land Cost Reimbursement by Federal Government Use as Local Share Only: Since it is the intent of the state of Missouri that funds provided under this Agreement be used only for aeronautical purposes, the Sponsor hereby covenants and agrees that it will not request reimbursement from the United States Government for the cost of land acquired with the funds granted under this Agreement; provided, however, that nothing in this paragraph shall be construed to prevent the Sponsor from using all or any part of the acquisition cost of this land to make up its share of eligible project costs incurred under any airport development grant from the United States Government.

(D) Aeronautical Use: If land interests are not used for aeronautical purposes within five (5) years, the Sponsor shall at the request of the Commission return the full amount of those grant funds used to purchase the land interests. The Sponsor may request an extension of this time period in writing to the Commission.

(29) AIRPORT USE: The Sponsor agrees to operate the airport for the use and benefit of the public. The Sponsor further agrees that it will keep the airport open to all types, kinds, and classes of aeronautical use on fair and reasonable terms without discrimination between such types, kinds and classes. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Commission. Otherwise, at no time shall the airport be closed to accommodate a non- aeronautical event or activity.

(30) SAFE OPERATION OF AIRPORT: The Sponsor agrees to operate and maintain in a safe and serviceable condition the airport and all connected facilities which are necessary to serve the aeronautical users of the airport other than facilities owned or controlled by the United States. The Sponsor further agrees that it will not permit any activity on the airport's grounds that would interfere with its safe use for airport purposes. Nothing contained in this Agreement shall be construed to require that the airport be operated for aeronautical uses during temporary periods when snow, ice, or other climatic conditions interfere with safe operations.

(31) RESPONSIBILITY FOR PROJECT SAFETY: During the full term of the project, the Sponsor shall be responsible for the installation of any signs, markers, or other devices required for the safety of the public. All markers or devices required on the airport will conform to Federal Aviation Administration (hereinafter, "FAA") regulations or specifications that may apply. The Sponsor shall issue, through the applicable FAA Flight Service Station, any and all Notices to Airmen that may be required.

(32) ENGINEER'S DESIGN REPORT: Prior to development of the plans and specifications, the Sponsor shall provide an engineer's report setting forth the general analysis and explanation of reasons for design choices. Said report shall include an itemized cost estimate, design computations, reasons for selections and modifications, comparison of alternatives, life cycle cost analysis, geotechnical report and any other elements that support the engineer's final plans and specifications.

(33) GEOMETRIC DESIGN CRITERIA: The Sponsor shall use the geometric design criteria promulgated by the FAA in the AC series and in FAA Orders. The Sponsor may request and receive approval for adaptation of said criteria where the Commission concurs that such adaptation is appropriate considering safety, economy and efficiency of operation.

(34) PLANS, SPECIFICATIONS AND ESTIMATES: The plans and construction specifications for this project shall be those promulgated by the FAA in the AC series and in FAA Orders.

(A) The plans shall include a safety plan sheet to identify work areas, haul routes, staging areas, restricted areas, construction phasing, shutdown schedule etc., and to specify the requirements to ensure safety during construction.

(B) The Sponsor shall submit all plans, specifications and estimates to the Commission for review and acceptance prior to advertising for bids for construction.

(35) REVIEW OF BIDS AND CONTRACT AWARD: The Commission shall review all contractors' bids and approve the selection of the apparent successful bidder prior to the Sponsor awarding the construction contract.

(36) NOTICE TO PROCEED: After the Commission receives copies of the executed construction contract between the Sponsor and the contractor, the performance and payment bonds, and any other documentation as required by this Agreement, the Commission will authorize the Sponsor to issue a notice to proceed with construction.

(A) The Sponsor shall issue a notice to the contractor within ten (10) days of authorization by the Commission, unless otherwise approved by the Commission.

(B) Any construction work performed prior to the Sponsor's issuance of a Notice to Proceed shall not be eligible for funding participation.

(37) CONSTRUCTION OBSERVATION/INSPECTION REQUIREMENTS: In conjunction with submittal of the Notice to Proceed documentation, the Sponsor shall provide a construction observation/inspection program setting forth a format for accomplishment of resident observation, construction inspection and overall quality assurance.

(38) CONSTRUCTION PROGRESS AND INSPECTION REPORTS: The Sponsor shall provide and maintain adequate, competent and qualified engineering supervision and construction inspection at the project site during all stages of the work to ensure that the completed work conforms with the project plans and specifications. Project oversight by the Commission's project manager or other personnel does not relieve the Sponsor of this responsibility.

(A) The Sponsor shall require the resident project representative to keep daily construction records and shall submit to the Commission a Weekly Construction Progress and Inspection Report (available on MoDOT's aviation section website), completed by the resident project representative. A weekly summary of tests completed shall be included.

(B) Prior to final acceptance, the Sponsor shall provide to the Commission a testing summary report bearing the engineer's seal and including a certification from the engineer that the completed project is in compliance with the plans and specifications.

(C) Certification statements from construction contractors must be provided to ensure all workers, material suppliers, etc. have been paid.

(39) CHANGE ORDERS/SUPPLEMENTAL AGREEMENTS: All change orders/supplemental agreements must be submitted to the Commission for approval prior to implementation to ensure funding eligibility. Requests for additional work for items not included in the original bid must be accompanied by a cost analysis to substantiate the proposed costs.

(40) RECORD DRAWINGS: The Sponsor shall provide one (1) electronic set of as-built construction drawings on a compact disc in .pdf format copied to a single file (each sheet must be sealed, signed, and dated by the engineer) to the Commission upon project completion. In addition, the Sponsor shall provide six updated Airport Layout Drawings (ALD's) showing as-built conditions, if required. The Commission will forward updated ALDs to the FAA central region office.

(41) FILING NOTICE OF LANDING AREA PROPOSAL: When a project involving changes to the runway will be implemented at an airport, the Sponsor must submit FAA Form 7480-1 ("Notice of Landing Area Proposal") to the FAA not less than one hundred twenty (120) days prior to commencement of any construction or alteration. A copy of the form as filed with the FAA and the FAA airspace determination letter must be provided to the Commission. This form must be submitted for any projects that involve the widening or lengthening of an existing runway or construction of a new runway.

(42) FILING NOTICE OF PROPOSED CONSTRUCTION OR ALTERATION: When a development project that does not involve changes to the runway will be implemented at an airport, the Sponsor must electronically submit FAA form 7460-1 ("Notice of Proposed Construction of Alteration") to the FAA not less than one hundred twenty (120) days prior to commencement of any construction or alteration. Electronic submittal of FAA form 7460-1 must be submitted for construction of any permanent structures on the airport, temporary structures over 20 feet in height or use of construction equipment over 20 feet tall. It is not necessary for routine construction projects, unless they include above ground installations.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have entered into and accepted this Agreement on the last date written below.

Executed by the Sponsor this ____ day of _____, 20 ____.

Executed by the Commission this ____ day of _____, 20 ____.

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

CITY OF ST. LOUIS
LAMBERT- ST. LOUIS INTERNATIONAL
AIRPORT®

Title _____

By _____
Mayor Date

By _____
Comptroller Date

Attest:

By _____
Register Date

Approved as to Form:

By _____
City Counselor Date

Ordinance No. _____

Approved: March 12, 2014

**ORDINANCE #69696
Board Bill No. 298**

An Ordinance recommended and approved by the Board of Estimate and Apportionment authorizing and directing the Director of Airports and the Comptroller of The City of St. Louis (the "City") to enter into and execute, on behalf of the City, the Lambert-St. Louis International Airport® ("Airport") Ground Transportation Concession Agreement AL-322 (the "Agreement"), between the City and Best Transportation, Inc. (the "Concessionaire"), granting to the Concessionaire the non-exclusive right, license, and privilege to design, construct, operate, manage, and maintain a ground transportation concession at the Airport within the premises as described in the Agreement, subject to and in accordance with the terms, covenants, warranties, and conditions of the Agreement, which was awarded and approved by the Airport Commission and is attached hereto as **ATTACHMENT "1"** and made a part hereof; and containing a severability clause and an emergency clause.

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

SECTION ONE. The Director of Airports and the Comptroller for The City of St. Louis (the "City") are hereby authorized and directed to enter into and execute, on behalf of the City, the Lambert-St. Louis International Airport ("Airport") Ground Transportation Concession Agreement AL-322 (the "Agreement"), between the City and Best Transportation, Inc. (the "Concessionaire"), granting to the Concessionaire the non-exclusive right, license, and privilege to design, construct, operate, manage, and maintain a ground transportation concession at the Airport within the premises as described in the Agreement, subject to and in accordance with the terms, covenants, warranties, and conditions of the Agreement, which was awarded and approved by the Airport Commission and is to read in words and figures substantially as set out in **ATTACHMENT "1"**, which is attached hereto and made a part hereof.

SECTION TWO. The sections or provisions of this Ordinance or portions thereof shall be severable. In the event that any section or provision of this Ordinance or portion thereof is held invalid by a court of competent jurisdiction, such holding shall not invalidate the remaining sections or provisions of this Ordinance unless the court finds the valid sections or provisions of this Ordinance are so essentially and inseparably connected with, and so dependent upon, the illegal, unconstitutional or ineffective section or provision that it cannot be presumed that the Board of Aldermen would have enacted the valid sections or provisions without the illegal, unconstitutional or ineffective sections or provisions; or unless the court finds that the valid sections or provisions, standing alone, are incomplete and incapable of being executed in accordance with the legislative intent.

SECTION THREE. This being an ordinance for the preservation of public peace, health, or safety, it is hereby declared to be an emergency measure as defined in Article IV, Section 20 of the City Charter, and shall become effective immediately upon approval of the Mayor of the City.

“ATTACHMENT 1”



**GROUND TRANSPORTATION CONCESSION WITH
BEST TRANSPORTATION, INC.**

AGREEMENT NO. AL-322

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AIRPORT NUMBER AL-322

**LAMBERT-ST. LOUIS INTERNATIONAL AIRPORT®
GROUND TRANSPORTATION CONCESSION AGREEMENT**

THIS AGREEMENT made and entered into as of the _____ day _____ of, 2014 by and between the CITY OF ST. LOUIS, a municipal corporation of the State of Missouri (“City”) and Best Transportation, Inc. (“Concessionaire”).

WITNESSETH, That:

WHEREAS, City now owns, operates and maintains an international airport known as “Lambert-St. Louis International Airport®”, located in the County of St. Louis, Missouri (“Airport”); and

WHEREAS, a Ground Transportation Concession at the Airport is essential for proper accommodation of the public;

WHEREAS, City has determined that it is in the public interest for the following objectives to be met in the provision of a Ground Transportation Concession:

- To provide a first-class, Ground Transportation Concession that meets Airport user needs and adds value to other Airport and Airline services;
- To provide a high level of service at prices that is attractive to airport users;
- To provide a Ground Transportation Concession that is operated by well-trained, efficient, courteous, and pleasant staff.

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

ARTICLE I DEFINITIONS

Section 101. Definitions. The following words and phrases shall have the following meanings:

“**Agreement**” shall mean this document and any amendments thereto, duly approved by City.

“**Airport**” as stated in the preamble hereof.

“**Airport Concession Disadvantaged Business Enterprise**” or “**ACDBE**” shall mean a small business concern:

- That is at least fifty-one percent (51%) owned by one or more individuals who are both socially and economically disadvantaged; or, in the case of a corporation, in which fifty-one percent (51%) of the stock is owned by one or more such individuals; and
- Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

“**Airport Properties Department**” shall mean that department of the St. Louis Airport Authority that has as its primary responsibility the administration of all tenants, permittees, concessionaire and other space at the Airport, and shall be Concessionaire’s point of contact with the Airport on all issues related to this Agreement.

“**Central West End**” shall mean that part of the City of St. Louis bounded by Maryland Avenue on the north, Newstead Ave. on the east, U.S. Highway 40/Interstate 64 on the south and Kingshighway on the west.

“**City**” as stated in the preamble hereof.

“**Clayton**” shall mean an area bounded by Ladue Rd., Maryland Ave. on the north, Hanley Rd. on the East, Clayton Road on the south and Interstate 170 to the west.

“**Commencement Date**” shall mean July 1, 2014.

“**Concession Fee**” shall mean the greater of the Minimum Annual Guarantee or the Percentage Fee for each Contract Year (see Article V, Section 502).

“**Contract Year**” shall mean a twelve (12) consecutive months period beginning on the Commencement Date, and each twelve (12) month period thereafter during the Term of the Agreement.

“**Concessionaire**” as stated in the preamble hereof.

“**Director**” shall mean the Director of Airports of the City of St. Louis Airport Authority, and incorporates the granting of approval requirements of Section 1415 hereof.

“**Downtown St. Louis**” shall mean the area bounded by Carr Street on the north, the Mississippi River on the east, U.S. Highway 40/Interstate 64 on the south, and Jefferson on the west but also including the Greyhound Bus Terminal and the AMTRAK Station.

“**Environmental Laws**” mean all applicable federal, state, and local statutes, ordinances, regulations, rules, laws, permits, Environmental Permits, permit conditions, and orders relating to the generation, emission, discharge, release, use, storage, transportation, or disposal of pollutants, contaminants, Hazardous Materials, wastes, hazardous substances, or chemicals or the preservation or regulation of the environment or natural resources including, without limitation, the Clean Air Act, 42 U.S.C. §7401 et seq.; the Clean Water Act, 33 U.S.C. §1251 et seq., and the Water Quality Act of 1987; the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. §136 et seq.; the Marine Protection, Research, and Sanctuaries Act, 33 U.S.C. §1401 et seq.; the Noise Control Act, 42 U.S.C. §4901 et seq.; the Occupational Safety and Health Act, 29 U.S.C. §651 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq., as amended by the Hazardous and Solid Waste, Amendments of 1984; the Safe Drinking Water Act, 42 U.S.C. §300f et seq.; the Comprehensive Environmental Response, Compensation and Liability Act (“CERCLA”), 42 U.S.C. §9601 et seq., as amended by the Superfund Amendments and Reauthorization Act, the Emergency Planning and Community Right-to-Know Act, and the Radon Gas and Indoor Air Quality Research Act; the Hazardous Material Transportation Act, 49 U.S.C. §5101 et seq.; the Endangered Species Act, 16 U.S.C. §1531 et seq.; the National Environmental Policy Act, 42 U.S.C. §4321 et seq.; the Toxic Substance Control Act, 15 U.S.C. §2601 et seq.; the Atomic Energy Act, 42 U.S.C. §2011 et seq.; and the Nuclear Waste Policy Act of 1982, U.S.C. §10101 et seq., as such statutes and laws may be amended from time to time, all regulations, rules, executive orders, policies and instructions pertaining to and lawfully promulgated pursuant to such statute or law as they now exist or may be amended from time to time.

“**Environmental Permits**” means any and all permits, licenses, approvals, authorizations, consents, or registrations required by Environmental Laws, whether federal, state or local, and any duly filed environmental covenants or land use restrictions applicable to the Airport or the Premises.

“**Existing Improvements**” shall mean, without limitation all equipment, fixtures and related installations, and improvements including all appurtenances thereto existing within the Premises as of the Commencement Date and owned by the City.

“**Federal Aviation Administration**” or “**FAA**” means the Federal Aviation Administration created under the Federal Aviation Act of 1958, as amended, or any successor agency thereto.

“**Fare Schedule**” shall mean a schedule of all fees and charges, including but not limited to fares, surcharges and any other nomenclature that results in additional fees or charges.

“**Good Faith Efforts**” shall mean efforts to achieve an ACDBE goal or other requirement that, by their scope, intensity and appropriateness to this objective, can reasonably be expected to meet the program requirements.

“**Gross Receipts**” shall mean the Gross Receipts from all sales made and services performed for cash or credit on the Airport or at points of origins other than the Airport for trips intended for the Airport, regardless of the point of origin or delivery of the order, and any other revenue of any type arising out of or in connection with Concessionaire’s operations providing ground transportation services to or from the Airport, whether performed by Concessionaire, its subcontractors, subsidiaries, associated companies or otherwise. The following may be excluded or deducted, as the case may be, from Gross Receipts:

- Federal, state, county and municipal sales taxes or other sales taxes separately stated and collected from customers;
- Cash or credit refunds given to customers for services purchased at the Airport;
- The sale or trade-in value of any equipment or fixtures approved for removal by the Director and owned by Concessionaire.

“**Ground Transportation Rules and Regulations**” shall mean the Airport’s Commercial Ground Transportation Rules and Regulations as adopted by the City and as may be amended from time to time in the future.

“**Hazardous Materials**” shall mean friable asbestos or asbestos-containing materials, polychlorinated biphenyls (“**PCB’s**”), petroleum, or crude oil or any fraction or derivative thereof, natural gas, source material, special nuclear material, byproducts, pesticides, hazardous waste, toxic substance, or any material defined or treated as hazardous substance, regulated special waste,

pollutant or contaminant (or comparable term) under any of the Environmental Laws. The City and Concessionaire stipulate and agree the existence and definition of Hazardous materials shall be construed herein in accordance with all applicable federal, state, City or local laws, statutes or regulations relating to the protection of human health or the environment.

“Metropolitan” shall mean the greater metropolitan St. Louis area.

“Minority Group Member(s)” shall mean persons who are citizens or lawful permanent residents of the United States who are Asia-Pacific American or Asian-Indian American, Black, Hispanic or Native American.

“Minimum Annual Guarantee” “MAG” as stated in Article V, Section 502 hereof.

“New Improvements” shall mean all construction and fixtures built or erected by the Concessionaire during the Term of this Agreement, and forming a part of, and which are permanently affixed or attached to any portion of the City’s real property or Existing Improvements at the Airport.

“Percentage Fee” shall mean the product of (i) Gross Receipts multiplied by (ii) the percentage fee rate specified in Article V hereof.

“Prearranged Fare” shall mean that the transportation has been arranged or reserved before the vehicle is dispatched to render the transportation service or any service ancillary to the loading of baggage.

“Premises” shall mean a location or locations, including New or Existing Improvements, described in Section 201, that has or have been designated by City for the sale of Concessionaire’s services and for other uses herein specifically provided for.

“Provisions” shall mean the terms, covenants, conditions, warranties, and specifications of this Agreement.

“Remediation Costs” shall mean any losses, expenses, or costs incurred by the City in connection with environmental remediation: (i) required by the appropriate governmental agency responsible for enforcing applicable Environmental Laws or Environmental Permits, and/or (ii) attributable to Hazardous Materials left on City property in excess of applicable remediation standards derived by the U.S. Environmental Protection Agency, the U.S. Occupational Safety and Health Administration, the Missouri Department of Natural Resources or other governmental health agency as appropriate for commercial property, safe for occupational exposure or Airport use or which are in violation of Environmental Laws or Environmental Permits, and caused by, or arising out of Lessee’s operations or activities at the Premises or the Lessee’s use of the City’s property. Remediation Costs include investigation and evaluation costs, costs to implement institutional controls or restrictive covenants, sampling and analysis costs, reporting costs, planning and design costs, consultant and contractor costs, labor costs, equipment costs, construction costs, access costs, disposal costs, transportation costs, reasonable administrative costs, reasonable attorneys’ fees and other legal fees and litigation expenses, permit fees and costs, monitoring costs, oversight and inspection costs, claims, demands, causes of action, suits, judgments, damages, compensation, debts, costs, expenses, losses, penalties, fines, stipulated penalties, punitive damages, and other similar liabilities caused by or arising out of Lessee’s handling, use, storage, release, disposal, generation, emission or discharge of Hazardous Materials at the Airport including the Premises.

“Removable Fixtures” shall mean all furnishings, equipment, personal property, and proprietary fixtures installed or placed by the Concessionaire within the Premises that are not permanently affixed to any wall, floor or ceiling within the Premises or Existing Improvement, and identified and listed by Concessionaire on its Removable Fixtures list approved by the Director, as provided for in Section 708 of this Agreement.

“Rules & Regulation” shall mean means those lawful and not unjustly discriminatory rules and regulations, including ordinances and operating directives, promulgated by the Airport Director, the Airport Commission, or the City from time to time for the orderly operation of the Airport.

“St. Louis Metropolitan Area” shall mean St. Louis City, St. Louis and St. Charles Counties in Missouri and the Illinois Counties of Madison and St. Clair.

“Term” shall mean the entire term of this Agreement, as defined and provided for in Article IV, Section 401 herein.

“Transportation Security Administration” or “TSA” means the Transportation Security Administration created under the Aviation and Transportation Security Act of 2001, as amended, or any successor agency thereto.

ARTICLE II PREMISES

Section 201. Premises. City hereby permits the Concessionaire to install, maintain and operate at locations on Airport property in Terminal 1 and Terminal 2, in accordance with rights granted under Section 301 entitled "Rights", as 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 shall have 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.

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 the respect to the Premises or any portion thereof and/or the use or condition of the Premises.

Section 202. Access. Subject to the Provisions of this Agreement hereof, Concessionaire has the right of free access, ingress to and egress from the Premises for Concessionaire's employees, agents, guests, patrons, licensees and invitees.

SECTION 203. STORAGE, CLOSET, OFFICE & EMPLOYEE BREAKROOM SPACE. Storage space, closet space, Concessionaire employee break room space and/or office space are **NOT** included in or provided for as part of this Agreement. If such space is required by the Concessionaire, the Concessionaire will be required to execute a separate agreement for any such space.

ARTICLE III RIGHTS

Section 301. Rights. City hereby grants to Concessionaire, the **Non-Exclusive Right**, license and privilege to operate a Ground Transportation Concession at the Airport subject to the Provisions of this Agreement during the Term of this Agreement. The following activities are inclusive of these rights: The right to provide for hire shared ride, van or mini-bus ground transportation services to and from the Airport and downtown St. Louis on a scheduled basis (alternatively on an on-demand basis if Concessionaire can demonstrate to the City that the proposed demand responsive service would provide equal or better service than scheduled service to customers both from the Airport and from downtown); to the Central West End and Clayton on a scheduled or on-demand basis (as mutually agreed by the Concessionaire and City); and to other locations within the St. Louis Metropolitan Area on a demand (nonscheduled) basis; and the right to provide for-hire individual, or single group, door-to-door ground transportation services on a pre-arranged or reservation basis to locations within the St. Louis Metropolitan Area in accordance with the Airport's Ground Transportation Rules and Regulations and the rules and regulations of the Metropolitan Taxi Commission, or the Missouri Department Transportation ("**MODOT**") or any other licensing authorities as may be required to operate the type of shuttle service under this Agreement.

Concessionaire is not granted the right to offer for sale any other services or products. The Concessionaire shall comply with and all vehicles of the Concessionaire will be governed by and subject to the Airport's Ground Transportation Rules and Regulations and the Metropolitan Taxi Commission, MODOT or any other licensing authority as may be required or necessary to operate the type of shuttle services under this Agreement (see Section 618 entitled "Transportation Operating Authority").

Section 302. Limitation of Rights. Concessionaire shall have no right to perform any services or offer for sale any products, or engage in any other business or commercial activity on the Airport except in locations approved under this Agreement. If any services or products, other than those specifically mentioned in Section 301 are offered for sale by Concessionaire, Concessionaire will cease and desist from any further sale thereof immediately and not later than upon receipt of written notice from the Director. This Agreement grants no real or implied rights to any concession privileges at or on the Airport other than in the Premises.

Concessionaire shall not engage in advertising or provide an area for the distribution of advertisements on behalf of any company other than itself (or the brands which it operates under certain license and/or franchise agreements). City shall be the sole judge whether the conduct of Concessionaire's representative in the solicitation of business constitutes a violation of this paragraph, and upon notice from the City, Concessionaire shall forthwith take all steps necessary to eliminate the undesirable condition. Notwithstanding, Concessionaire may advertise and promote its offerings (including special promotions) in an attempt to maximize Gross Receipts and provide the highest customer satisfaction for Airport passengers (see Section 707 entitled "Signs").

**ARTICLE IV
TERM**

Section 401. Term. The Term of this Agreement shall consist five (5) Contract Years unless sooner terminated in accordance with other Provisions of this Agreement. The Commencement Date and the Expiration Dates are:

Commencement Date: July 1, 2014 Expiration Date: June 30, 2019

Section 402. Surrender of Possession. No notice to quit possession at the expiration date of the Term of this Agreement shall be necessary. Concessionaire covenants and agrees that at the expiration date of the Term of this Agreement, or at the earlier termination hereof, it will peaceably surrender possession of the Premises, which in accordance with Section 708 may be restored to original condition, reasonable wear and tear, acts of God, and other casualties excepted, and City shall have the right to take possession of the Premises with or without due process of law.

SECTION 403. Holdover Provision. If Concessionaire shall, with the prior written approval of the Director, holdover after the expiration of the Term of this Agreement, the resulting tenancy shall, unless otherwise mutually agreed, be a tenant at will on a month-to-month basis. During such month-to-month tenancy, Concessionaire shall pay to City the same Concession Fees as set forth herein for Contract Year Five, unless different fees shall be agreed upon in writing by the Director on behalf of the City and the Concessionaire and shall be bound by all terms, covenants, and conditions of this Agreement.

**ARTICLE V
FEES AND PAYMENT**

Section 501. General. Concessionaire, for and in consideration of the rights and privileges granted herein, agrees to pay the concession and other fees set forth below in Sections 502, 503, 504, 505, 506, 507, 508, 509, 510, and 511 and the utilities described in Section 804 of this Agreement, without demand during the Term of the Agreement.

Section 502. Concession Fee Payments. Concessionaire warrants, represents, and stipulates, and agrees to pay to City a sum equal to the greater of the Minimum Annual Guarantee or the Percentage Fee as set out below for each Contract Year (the "**Concession Fee**"). The "Percentage Fee" is Ten percent (10%) for the entire Term of this Agreement, as applied to Gross Receipts.

Contract Year	Minimum Annual Guarantee
1	\$80,000.00
2	\$83,000.00
3	\$86,000.00
4	\$89,000.00
5	\$92,000.00

Section 503. Payment. Payments for each month of each Contract Year shall consist of (a) an amount equal to 1/12th the Minimum Annual Guarantee, to be paid in advance on or before the first day of each month, without the need for invoice or notice; and (b) an amount equal to that portion of the Percentage Fee for the preceding month that is in excess of 1/12th of the Minimum Annual Guarantee to be paid on or before the 15th day of the second and each succeeding month during the Term of the Agreement. (See Article V, Section 504 Unpaid Fees for the amount of any applicable service charge).

Section 504. Unpaid Fees. All unpaid fee payments due the City hereunder shall bear a service charge of 1½% per month if same is not paid and received by the City on or before the 20th day of the month in which said payments are due, and Concessionaire agrees that it shall pay and discharge all costs and expenses including attorney's fees and litigation costs incurred or expended by the City in collection of said delinquent amounts due, including service charges.

Section 505. Reports.

- A. Concessionaire shall submit to the City by the 15th day of the second and each succeeding month of each Contract Year hereof, an accurate statement of Gross Receipts. This statement shall separately state Gross Receipts for each type of service provided and be certified as accurate by an officer of the Concessionaire. The final statement of Gross Receipts will be due by the 15th day of the month following expiration of this Agreement. Concessionaire shall report Gross Receipts on a form approved by the Director. The City reserves the right to use these statements of Gross Receipts as a source of information to bidders in a future solicitation for bids or request for proposals for this concession.

As part of the monthly report of Gross Receipts, Concessionaire will provide the following passenger, financial and

operational information:

- Total number of passengers transported
 - To/From Downtown
 - From the Airport
 - To the Airport
 - To/From the Central West End
 - To/From Clayton
 - To/From other locations
 - Pre-arranged single party door-to-door service
 - Total number of trips for each category above
 - Number of one-way and roundtrip fares for each passenger category above
 - Gross Receipts earned by each passenger category above
 - Number of scheduled trips cancelled and the reasons for cancellation
 - Number of scheduled trips operated more than 10 minutes behind schedule
 - Other passenger, financial and operational information that may be required by the Director
- B. Concessionaire shall submit an audit report of Gross Receipts within one hundred twenty (120) days following the conclusion of each Contract Year. An independent Certified Public Accountant must prepare these audit reports. The audit reports shall at a minimum certify the accuracy of (i) reported total accumulated Gross Receipts, and (ii) the aggregate amount of Gross Receipts and/or goods and services attributable to ACDBE participants. The audit reports shall also include a schedule showing the total of actual payments to the City during the Contract Year and shall state an opinion as to the correctness of the computation of Gross Receipts without exception.
- C. Within thirty (30) days after the close of each Contract Year, except the last Contract Year, Concessionaire shall provide the City with an estimate of projected monthly Gross Receipts for the subsequent Contract Year.
- D. Delivery of an audit report containing a qualified opinion, an adverse opinion or a disclaimer of opinion as defined in the Statement on Auditing Standards, or as same may from time to time be amended or superseded, issued by the Auditing Standards Board of the American Institute of Certified Public Accountants, shall be deemed to be a default pursuant to Section 1101 (B) (10) herein.
- E. Concessionaire shall keep such records (copies of subcontracts, paid invoices, documentation of correspondence) as are necessary for the City to determine compliance with the ACDBE participation goals. These records must be retained for a minimum of three years after the termination or expiration of this Agreement. The City reserves the right to investigate, monitor and/or review records for compliance. The Concessionaire shall submit quarterly ACDBE activity reports to the City.

Section 506. Performance and Payment Bond. Concessionaire agrees to furnish a Performance and Payment Bond in a form acceptable to City in the principal amount equal to **Thirty thousand dollars (\$30,000.00)** prior to execution of this Agreement. Such bond or other form of security agreed to by the City, shall remain in full force and effect throughout the Term of this Agreement and **shall extend at least one hundred eighty (180) days following the expiration or early termination of this Agreement.** In the event that said bond should expire prior to expiration or early termination of this Agreement, Concessionaire warrants, covenants and agrees to provide City a renewal bond sixty (60) days prior to expiration date of the expiring bond. Such bond will guarantee the payment of all fees and performance of all other terms, covenants and conditions of this Agreement. The Performance and Payment Bond will be in the form of a standard commercial guaranty bond running to City, written by a surety company authorized

to do business in Missouri and (i) having a “Best” key rating of not less than A and with a “Best” Financial Size Category of not less than Class VIII, and (ii) shown on the most recent U.S. Treasury Circular No. 570 as having an “underwriting limitation” of at least the amount of the penal sum of the bond. The bond will be kept in full force and effect during the term hereof. City may agree to another form of deposit, which will provide equal protection of City’s interest. If City cashes the bond or other form of deposit agreed to by the City, Concessionaire agrees to furnish a replacement Performance and Payment Bond or other form of deposit in the same principal amount within fifteen (15) days.

Section 507. Prompt Payment of Taxes and Fees. Concessionaire warrants, covenants and agrees to pay promptly all lawful general taxes or payments in lieu of taxes, special assessments, excises, license fees, permit fees, and utility service charges of whatever nature, applicable to its operation at the Airport, and to take out and keep current all licenses, municipal, state or federal, required for the conduct of its business at and upon the Airport or under this Agreement, and further covenants and agrees not to permit any of said taxes, payments, assessments, fees and charges to become delinquent.

Section 508. Accounting Records. Concessionaire will during the Term hereof make available in the St. Louis area true, accurate, complete and auditable records of all business conducted by it at the Airport. Concessionaire will make same records available in the St. Louis area for at least three years following the expiration or termination of this Agreement. These records will be accessible during usual business hours to City or it’s duly appointed agents or auditors. The Concessionaire is not required to maintain its records in the St. Louis area, as provided above, if it agrees to pay for all costs associated with conducting audits performed by the City at the Concessionaire’s place of records.

Section 509. Additional Fees and Charges. Concessionaire will pay additional fees and charges under the following conditions:

- If City has paid any sum or sums or has incurred any obligation or expense for which Concessionaire has agreed to pay or reimburse City, or
- If City is required or elects to pay any sum or sums or incur any obligations or expense because of the failure, neglect or refusal of Concessionaire to perform or fulfill any of the conditions of this Agreement.

Such payments will include all interest, costs, damages and penalties in conjunction with such sums so paid or expenses so incurred and may be added to any installment of fees and charges thereafter due hereunder. Each and every part of such payment will be recoverable by City in the same manner and with like remedies as if it were originally a part of the basic fees and charges as set forth herein.

For all purposes under this paragraph, and in any suit, action or proceeding of any kind between parties hereto, any receipt showing the payment of any sums or sum by City for any work done or material furnished will be prima facie evidence against Concessionaire that the amount of such payment was necessary and reasonable.

Section 510. Right to Audit.

- A. City, or its duly appointed agents or auditors, reserves the right to audit Concessionaire's, subcontractor's, or others doing business under this Agreement, books, records and receipts at any time for the purpose of verifying the Gross Receipts hereunder. If the audit reveals a change in Gross Receipts that results in Concessionaire owing additional Concession Fee Payments, Concessionaire will, within thirty (30) days, remit to the City the additional Concession Fee Payments. If the results of the audit(s) reveal a discrepancy of more than five percent (5%) between Gross Receipts reported by Concessionaire and Gross Receipts determined by the audit, the cost of the audit shall be borne by Concessionaire.
- B. If, as a result of an audit by any governmental entity, Concessionaire is required to restate Gross Receipts as defined herein, Concessionaire will, within thirty (30) days of finalization of the audit, report the change in Gross Receipts to the Airport. If the change in Gross Receipts results in Concessionaire owing additional Concession Fee Payments, Concessionaire will, within thirty (30) days, remit to the City the additional Concession Fee Payments.

Section 511. Notice. Place and Manner of Payment. Payments will be made at the Office of the Director at the Airport, or at such other place in the City of St. Louis, Missouri as City may hereafter notify Concessionaire and will be made in legal tender of the United States.

**ARTICLE VI
CONCESSIONAIRES OPERATIONS**

Section 601. Standards of Service. Concessionaire covenants and agrees to meet City's objectives as set out in the preamble hereof. Concessionaire shall furnish a first-class Ground Transportation Concession serving the needs of all users of the Airport, and offer prompt and efficient services that are adequate to meet all reasonable demands thereof at the Airport on a fair, equal and nondiscriminatory basis to all categories of users and in a manner that will reflect credit upon Concessionaire and City. Concessionaire shall provide quality services and products and shall equip, organize, put into service and manage efficiently the Ground Transportation Concession to provide service with a clean, attractive and pleasant atmosphere.

The Concessionaire will provide, as a minimum, the following ground transportation services at the Airport:

- A. Scheduled shared ride ground transportation service from the Airport to downtown St. Louis two (2) times per hour from 6:00 a.m. to 9:00 a.m. and three (3) times per hour from 9:00 a.m. to 10:30 p.m. Sufficient vehicles must be employed by the Concessionaire to limit passenger drop-off locations to four (4) downtown destinations per trip.
 - 1. Return trips to the Airport must be scheduled to meeting the needs of departing passengers and the number of downtown pick-up locations should be limited to four (4) per trip. Alternatively, the Concessionaire may provide a combination of scheduled and on-demand service or solely on-demand service if Concessionaire can demonstrate to the City that the proposed combination of scheduled and demand responsive service or the solely demand responsive service would provide equal or better service than scheduled service to customers both from the Airport and from downtown.
- B. On demand shared ride ground transportation service from the Airport to the Central West End and Clayton. Passenger drop-off locations should be limited to four per trip. Service is to be provided within 30 minutes of passenger purchasing a ticket. Return service to Airport to be provided on a pre-arranged or reservation basis unless scheduled service is provided.
- C. Pre-arranged or reservation individual or single party door-to-door ground transportation service from the Airport to any location within the St. Louis Metropolitan Area. Service to the Airport to be on the same pre-arranged or reservation basis.
- D. Other ground transportation services as may be mutually agreed to by both parties.

Section 602. Hours of Operation. The hours of operation shall be open to the public at least sixteen (16) hours each day, seven (7) days per week, including all holidays, unless otherwise authorized in writing by the City. In addition, at a minimum, concessionaire shall open for business seven (7) days per week, three hundred sixty-five or sixty-six (365 or 366) days per year, as applicable, not less than one (1) hour before the first scheduled departing flight and one half (1/2) hour before the last scheduled departing flight. Concessionaire shall use best efforts to respond to any and all weather emergency and/or flight diversion situations, which might require certain locations to open or remain open before or beyond these minimum hours. The Concessionaire may not change the hours of operation without written application to and the written approval of the Director. The Director may require Concessionaire to change its hours of operation to reflect changing operational circumstances at the Airport.

Section 603. Pricing/Fares.

- A. The Concessionaire shall charge fair, reasonable and nondiscriminatory prices that are attractive to the public. The Concessionaire shall comply with all applicable rules and regulations of the Federal Trade Commission and other government agencies. The Concessionaire shall accept at least three nationally recognized credit cards as payment for services render.
- B. The Concessionaire will submit a complete list of all proposed services and Fare Schedule for said services to the Director for approval at least 14 days prior to commencement of operations.
- C. Concessionaire shall have the right to discount fares in advance (i.e., direct mail coupons, presold tickets, etc.); however, Concessionaire shall not have the right nor be allowed to discount tickets sold at the Airport unless the passenger presents a discount coupon which the passenger received prior to his/her arrival at the Airport (i.e., a discount coupon distributed by a travel agent or group).

- D. The Concessionaire shall submit any proposed changes in the Fare Schedule to the Director at least 14 days prior to any proposed fare changes. Such requests must include complete justification for the proposed changes. Director will make a good faith effort to respond to the proposed changes within 14 days. No changes in the Fare Schedule may be implemented without the prior approval of the Director, including surcharges or any other kind of charge that results in additional fees or charges of any kind.
- E. Concessionaire will post fare schedules in all vehicles and at all ticket counter locations. The type and format of signs to be posted at the Airport ticket counters is subject to approval by the Director.

Section 604. Promotion and Marketing. Concessionaire covenants that it shall take all reasonable measures in every proper manner to maintain, develop and increase the business conducted by it hereunder. Concessionaire shall not divert, cause, or allow any business to be diverted from the Airport by referral or any other method.

Section 605. Personnel.

- A. Concessionaire shall ensure, *at its sole cost and expense*, all employees obtain an Airport-issued ID badge from the Airport Police Department and shall ensure all employees wear and display in an acceptable manner their Airport ID at all times while on Airport property. Employees shall fully comply with all applicable TSA regulations, including Regulation 1542 regarding conduct and access to the AOA.
- B. Concessionaire, *at its cost*, acknowledges and agrees that all employees applying for an Airport ID badge must submit to a fingerprint-based criminal history record check.
- C. Concessionaire, *at its cost*, acknowledges and agrees that it shall conduct employee background checks of each of its personnel if required by the FAA, TSA and/or the City. Concessionaire recognizes and agrees that security requirements may change and Concessionaire agrees that it shall comply with all such changes throughout the Term of this Agreement.
- D. Concessionaire understands and agrees that fines and/or penalties may be assessed by the FAA or the TSA for Concessionaire's noncompliance with the Provisions of TSA regulation 1542 as amended or other applicable laws or regulations. Concessionaire shall promptly reimburse the City, within thirty (30) days of the City's request, for any fines or penalties paid by the City due to Concessionaire's noncompliance with said laws or regulations.
- E. Concessionaire shall require its employees (except managerial and supervisory employees) to wear appropriate uniforms and company-issued name tags so they may be identified by the public and indicates the fact and nature of their employment. Uniforms will be clean, neat, and worn according to company standards during the entire time the employee is on Airport property.
- F. Concessionaire shall employ only properly trained, efficient, pleasant, neat, clean and courteous personnel, each of whom shall be proficient in the duties to be performed in the operation of this Concession.
- G. Concessionaire shall ensure staff and cashiers demonstrate customer service and product knowledge by presenting a pleasant greeting and smile upon customer's arrival, having excellent product knowledge and providing prompt service.
- H. Concessionaire shall ensure staff and cashiers cease any personal conversations and promptly assist the customer, and shall practice "customer comes first."
- I. Concessionaire shall ensure staff shall be knowledgeable about and adhere to customer service policies for redemption of gift certificate and/or airline vouchers.
- J. All employees shall act in a courteous and helpful manner at all times with customers and fellow employees. Employees are expected to behave in businesslike and professional manner at all times while in uniform and on Airport property.
- K. Employees shall provide a friendly and professional greeting to customers whenever and wherever contact is made; employees shall display a positive attitude toward passengers and fellow employees; English shall be spoken by staff, except when necessary to accommodate customer; the use of foul or inappropriate language in

public areas at any time is prohibited; employees shall smile and use a pleasant tone of voice when conversing with the customers; employees shall be actively working while on duty and refrain from gathering and “chatting” in groups while on duty, unless necessary; employees shall refrain from the use of cell phones while on duty; employees shall not nap or sleep in public areas while in uniform; and employees shall be attentive to customers.

- L. Employees are not permitted to utilize public seating, boarding areas, gate areas and/or lounge areas with the Terminal and Concourses. The above areas are intended for use by the traveling public and not as rest or lounge facilities for employees.
- M. Concessionaire shall provide proper training of all employees including on-going customer service training and for the certification and/or licensing of employees in all areas of service as their duties might legally require. The Concessionaire shall participate in the Airport’s customer service program.
- N. Concessionaire acknowledges only direct support vehicles and/or equipment will be allowed on the AOA. Qualifying, direct support vehicles and/or equipment must be approved by the Airport Police Department and all drivers must attend Airport-sponsored driver training prior to driving on the AOA, and attend any recurrent driver training required by the Airport.
- O. Concessionaire agrees that it will be responsible for ensuring that its employees abide by all applicable federal, state, City, and local laws, rules and regulations including, without limitation, the Airport’s Rules and Regulations, the Airport’s Security Plan and all applicable FAA, TSA, & City security rules, regulations, plans orders, directives, requirements, and procedures.
- P. Concessionaire shall prohibit and restrain its agents, servants and employees from loud, noisy, boisterous or otherwise objectionable behavior. Upon objection from the Director concerning the conduct or appearance of any such persons, Concessionaire shall immediately take all steps necessary to remove the cause of the objection.
- Q. Employee parking shall be at the sole cost and expense of the Concessionaire.
- R. Lambert-St. Louis International Airport® is a smoke-free facility. Smoking is permitted only in designated smoking areas.
- S. Concessionaire shall provide staff in adequate numbers to provide a high level of service. **Concessionaire’s staff must be employees of the Concessionaire, not independent contractors or agents working on a commission basis.**
- T. Concessionaire personnel, who may drive the Concessionaire’s vehicles with passengers on board, shall be duly licensed as required by the States of Missouri and Illinois (as appropriate) for public passenger service.
- U. Concessionaire understands and agrees that fines and/or penalties may be assessed by the Federal Aviation Administration for Concessionaires noncompliance with the Provisions of 14 CFR 107 (1988) or other applicable law or regulation and shall promptly reimburse the City within ten (10) days of the City’s written request for any such fines and/or penalties paid by the City.

SECTION 606. KNOWLEDGE OF AIRPORT. Employees of Concessionaire are expected to be able to assist Airport users with way-finding within the Airport. Concessionaire shall ensure that each of its employees (i) have information regarding the locations of other concessions, restrooms, elevators, airlines, gates, information desks and other facilities within the Airport and provide such information upon request, with courtesy and accuracy, and (ii) have a list of emergency and other important telephone numbers as well as other means through which such employees can respond to customers’ requests for information.

Section 607. Manager. Concessionaire shall at all times retain one or more qualified, competent and experienced managers who shall manage and supervise the operations and the facilities and represent and act for Concessionaire. The manager shall ordinarily be available during regular business hours. A responsible subordinate shall be in charge and available at all times during the manager’s absence.

Section 608. Vehicles.

- A. Concessionaire shall provide an adequate number of vehicles to meet the service requirements outlined in Section 601. Primary vehicles should be vans or mini-buses which meet the size and weight (including axle weight) restrictions of the

Airport's Ground Transportation Rules and Regulations, as may be amended from time to time. Sufficient back-up vehicles must be available at all times to maintain uninterrupted service.

- B. No vehicle older than ninety-six (96) months shall be entered into service under this Agreement and no vehicle shall be retained in service if older than one hundred twenty (120) months old. Vehicle age will be calculated from the first day of January of the vehicle's model year.
- C. A sufficient number of ADA compliant vehicles must be available at all times to meet the standards for equivalent service set forth in Section 37.105 of 49 CFR Part 37. Accessibility specifications for transportation vehicles are provided in 49 CFR Part 38.
- D. Each vehicle used by Concessionaire shall be identified in a manner acceptable to the Director. Such identification shall include, but not limited to, headway signage or other signage acceptable to Director indicating the vehicle destination or operation as well as Concessionaire's insignia and fleet number, painted on each side and on the front and rear of each vehicle.
- E. All vehicles used by Concessionaire for transportation of passengers under this Agreement shall be equipped with operable two-way radio communications equipment capable of sending and receiving messages to and from Concessionaire's base station from any point on the routes and areas served by the Concessionaire. Citizen Band or General Mobile Radio Service (**GMRS**) radios or cellular (mobile) telephone service is not an acceptable form of communications equipment.
- F. Concessionaire must have additional vehicles, including motor coaches, available in Concessionaire's fleet or available on short notice from others to meet the needs of large groups arriving at the Airport to attend events in the St. Louis Metropolitan Area. **Motor coach operations must be conducted from the Charter Bus area at either terminal and Concessionaire must comply with applicable portion of the Airport's Ground Transportation Rules and Regulations pertaining to the operation of Charter Buses.**
- G. Concessionaire shall at all times keep its motor vehicles and other equipment used in the performance of this Agreement in a first class operable state of repair, including the heating and air conditioning equipment, and clean and neat in appearance. Vehicles shall not be operated unless in a first class condition, free from defect or damage to interior, exterior, equipment, mechanisms or structure.

Section 609. Conflicts. The Concessionaire shall monitor the movement of its vehicles to minimize conflict with other functions and users of the Airport and shall coordinate its use of the Airport with other users. The Director's decision is final and binding in any conflict between Airport users.

Section 610. Record Keeping. The Concessionaire agrees to provide a system for the collection of all monies and Provisions of accounting, audit and statements of Gross Receipts as required by Article V of this Agreement. This system shall be capable of providing comprehensive records, in a format acceptable to the Director of daily, monthly and annual sales of the Concessionaire and ACDBE participant(s) under this Agreement (these records are to be retained by the Concessionaire for at least three years after the termination or expiration of this Agreement). The Concessionaire must also maintain records that document, in a format acceptable to the Director, the purchase of goods and services attributable to ACDBE participants.

Section 611. Transition Period. During any future transition of the Ground Transportation Concession to another concessionaire, if applicable, Concessionaire shall use its best efforts to assure a smooth transition. Concessionaire agrees to closely coordinate the planning and execution of the transition with the Director. Concessionaire shall provide the Director a written "Transition Plan" including any updates or revisions for the Director's review and approval within ten (10) calendar days of the City's request.

Section 612. Soliciting. Except at the ticket counters provided to the Concessionaire at each terminal under this Agreement, Concessionaire may not solicit, in any manner, anywhere on the Airport, except through authorized advertising arranged through the Airport's advertising agent. Concessionaire may not hire or contract with others to solicit for Concessionaire at the Airport. Oral solicitation of business at the ticket counters provided to the Concessionaire under this Agreement will be limited to passenger initiated inquiries for ground transportation services only and Concessionaire shall prohibit and restrain its employees and agents from any loud, boisterous or otherwise objectionable solicitation of business.

Section 613. Customer Complaints. Concessionaire will establish procedures for handling customer complaints, including making available customer complaint forms at every ticket counter and in every vehicle operated by the Concessionaire. Concessionaire will respond promptly to every complaint (written or oral) within seven (7) calendar days in writing to the complainant and make a good faith attempt to explain, resolve, or rectify the cause of the complaint. Concessionaire will provide the Director a copy of each such

complaint and its written response thereto. Concessionaire will also provide the Director a monthly summary of complaints received together with the resolution/disposition of the complaints.

Section 614. Reservations/Communications Center. Concessionaire will establish at its own expense, a reservation/vehicle dispatch center to respond to requests from customers for ground transportation information, make reservations for such service, and dispatch/control Concessionaire's vehicle operations. An FCC licensed dedicated two-way radio system capable of sending and receiving messages from Concessionaire's base station to vehicles located at any point on the routes and areas served by the Concessionaire must be established to control the Concessionaire's fleet. Citizen Band or General Mobile Radio Service (GMRS) radios or cellular (mobile) telephone service are not acceptable forms of communications equipment.

Section 615. Operation.

- A. Concessionaire shall be responsible for all aspects of the management and operation of this concession. Further, Concessionaire will provide and is responsible for all employees and necessary components of the operation, including vehicles, equipment and supplies.
- B. Concessionaire shall submit to the Director for approval within three months after the execution of this Agreement by City the following plans:
1. An **"Operations Plan"** describing in specific detail the strategies, policies, and procedures to be used by the Concessionaire in operating the Ground Transportation Concession at the Airport. This plan must cover all aspects of the Concessionaire's operation including, but not limited to, scheduled service, on demand service, and individual (or single group) one stop door to door service.
 2. The plan should also include procedures for transporting unrelated parties within the same trip (on demand service).
 3. A **"Training Plan"** outlining the Concessionaire's training program for employees. This plan should include both initial and continuing training and must address the specific needs of drivers, dispatchers/reservation agents, counter agents/ticket sellers, maintenance personnel, supervisors and other categories of personnel employed by the Concessionaire.
 4. A **"Marketing Plan"** describing Concessionaire's program for attracting business, including, but not limited to innovative customer services practices and marketing strategies.
 5. A **"Customer Service Plan"** outlining its customer service-training program for its employees. The plan must include a training manual, which defines employee conduct, appearance, and how employees should handle customer complaints. Customer complaints must be responded to within seven (7) calendar days and the Director must be apprised of all complaints and the response thereto.
 6. An **"ADA Plan"** describing Concessionaire's program for complying with the Americans with Disabilities Act (ADA).
 7. A **"Vehicle Maintenance Plan"** outlining Concessionaire's vehicle maintenance program to maintain Concessionaire's vehicles in first class operating condition, reduce unscheduled maintenance and minimize trip cancellations or interruptions.
 8. A **"Safety Plan"** describing Concessionaire's safety program to achieve and maintain high vehicle and operator safety standards.
- C. City shall not be responsible for any material, equipment or supplies used, maintained or stored at or on the Premises, nor will it be responsible for damage or loss to such material, equipment or supplies resulting from flood, fire, explosion, vandalism, theft, casualty, loss, or act of God, and/or or other causes outside the control and responsibility of City.

Section 616. Communication.

- A. Concessionaire's local manager shall schedule quarterly or monthly meetings with the appropriate representative of the Airport Properties Department to discuss any relevant issues, which may affect Concessionaire's operation at the Airport. Concessionaire shall also be available for meetings at other times as necessary.

- B. Concessionaire shall be responsible for noticing the Airport Properties Department of any problem, which reduces service levels, or in any way impairs Concessionaire's operation. The Airport will make every reasonable effort to assist in eliminating such problems.

Section 617. Interference to Air Navigation. Concessionaire agrees that no obstruction to air navigation, as such are defined from time to time by application of the criteria of Part 77 of the Federal Aviation regulations or subsequent and additional regulations of the Federal Aviation Administration, will be constructed or permitted to remain on the Premises. Concessionaire will immediately remove any obstructions at its expense. Concessionaire agrees not to increase the height of any structure or objects or permit the growth of plantings of any kind or nature whatsoever that would interfere with the line of sight of the control tower and its operations. Concessionaire further agrees not to install any structures, objects, machinery or equipment that would interfere with operation of navigation aids or that would interfere with the safe and efficient operations of the Airport, or interfere with the operations of other tenants and users of the Airport.

Section 618. Transportation Operating Authority. Concessionaire warrants, represents and agrees that it shall at all times during the term of this Agreement, have and maintain the appropriate transportation operating authority from the Missouri Division of Motor Carrier and Railroad Safety, MODOT, and/or the Metropolitan Taxi Commission (or successor organization) or any other governmental licensing authority as may be required or necessary to provide the transportation services specified in this Agreement.

Section 619. Onset of Service. Concessionaire shall be solely liable and responsible for all costs and expenses pertaining to the design, construction, acquisition, installation, replacement, relocation and maintenance of the New Improvements, Removable Fixtures and equipment as is necessary to provide service pursuant to this Agreement. At the time of bid, Concessionaire submitted a transition plan and development schedule, subject to the approval of the Director, for the efficient transition of service from any previous concessionaire. Concessionaire shall be responsible to coordinate the execution of the transition, in accordance with the approved transition plan and replacement schedule, with the previous concessionaire to assure a smooth transition of service with the minimum amount of disruption of service to the traveling public and other users at the Airport.

ARTICLE VII IMPROVEMENTS AND ALTERATIONS

Section 701. Construction by Concessionaire.

- A. Concessionaire takes the Premises "**AS IS**".
- B. Concessionaire agrees that any construction work shall be completed according to the Tenant Design Standards, which are filed of record in the Office of the Director.
- C. Concessionaire shall submit a signed Tenant Construction or Alteration Application (TCA) including complete construction drawings and specifications, as required by Section 702, to the Airport Properties Department.
- D. Concessionaire shall submit a St. Louis County building permit number not more than 30 days following approval of the TCA by the Airport Properties Department.
- E. Concessionaire shall submit the contractors' liability insurance certificates, Performance Bonds, and Payment Bonds, required by Sections 703 and 704, to the Airport Properties Department not more than 45 days following the TCA approval by the Airport Properties Department prior to commencement of work.
- F. Concessionaire shall submit a certificate of completion and a certified copy of a St. Louis County occupancy permit to the Airport Properties Department, as required by Section 706, prior to occupancy of premises.

Section 702. Preparation of Plans and Specifications. Concessionaire shall submit detailed drawings, plans and specifications for any construction for improving and equipping the Premises. Concessionaire will begin work on proposed construction only after it has received the written approval of its plans and specifications from the Director.

Section 703. Contractor's Liability Insurance. In any contract appertaining to improving and equipping the Premises, Concessionaire shall require the contractor to cause St. Louis County, City, its Board of Aldermen, Airport Commission and their respective officers, agents and employees, to be insured against the risk of claims and demands, just or unjust, by third persons against City, its Board of Aldermen, Airport Commission and their respective officers, agents and employees, against and from all such claims and demands, a combined single limit of not less than \$3,000,000 for bodily injury and property damage and include City, its Board of Aldermen, Airport Commission and their respective officers, agents and employees as "Additional Insured". Said insurance shall be in a form

agreeable to City, and certificates showing proof of coverage shall be delivered to the Director.

Section 704. Performance and Payment Bonds. Concessionaire shall require each of its contractors and suppliers of construction materials to furnish Performance Bonds and Payment Bonds each in the full amount of any contract in a form acceptable to City. The Payment Bond shall comply with the coverage requirements and conditions of Section 107.170 RSMo as amended. Copies of the bonds shall be given to City for approval before work begins. Any sum or sums derived from said Performance Bonds and Payment Bonds shall be used for the completion of said construction and the payment of laborers and material suppliers as the case may be.

Section 705. Mechanics' and Materialmen's Liens. Concessionaire agrees not to permit any mechanics' or materialmen's or any other lien or encumbrances to be attached or foreclosed upon the Premises or any part or parcel thereof, or the New Improvements thereon, by reason of any work or labor performed or materials furnished by any mechanic or materialman or for any other reason.

Section 706. Certificates of Completion. Upon the completion of New Improvements hereunder, Concessionaire shall submit to the Director a copy of its acceptance letter certifying completion, and a certified copy of any certificate or permit, which may be required by any federal, state or local government or agency in connection with the completion or occupancy thereof by Concessionaire.

Section 707. Signs.

- A. Concessionaire shall not, without the prior written approval of the Director erect, maintain or display any signs on the Premises. The term "sign" as used herein, shall mean advertising signs, billboards, identification signs or symbols, posters, displays, logos, or any similar devices. Subject to the foregoing, Concessionaire shall have the right to install such identification signs as may be necessary for the proper conduct of Ground Transportation Concession services as contemplated hereunder. Concessionaire shall comply with all rules promulgated by the Director regarding the placement of signs and advertising in the Premises.
- B. Concessionaire shall be responsible for the cost of any modifications to the Airport directories and other signs. All modifications to these signs must be approved by the Director and are subject to all applicable requirements of this Section 707.
- C. Prior to the erection, construction or placing of any sign, Concessionaire shall submit to the Director for approval, drawings, electrical details, sketches, designs, elevations, mounting details and dimensions of such signs. Any conditions, restrictions or limitations with respect to the use thereof as stated by the Director in writing shall become conditions of the Agreement.
- D. Concessionaire shall not obstruct its counter space with advertising matter, displays or other literature not directly pertaining to its Banking Concession services. Concessionaire will not place any signs outside of the Premises.

Section 708. Title to Improvements and Fixtures. All New Improvements constructed or placed in the Premises by Concessionaire that are not Removable Fixtures, and all alterations, modifications and enlargements thereof shall become part of the Premises with title vesting in City upon expiration or earlier termination of this Agreement; subject, however, to Concessionaires obligation to operate, repair, maintain and replace, and its right of possession, use and occupancy during the term and in accordance with the Agreement.

All Removable Fixtures shall remain the property of Concessionaire, and shall be removed by Concessionaire at date of expiration or termination of this Agreement. Within sixty (60) days of the commencement of the operation in the Premises, Concessionaire shall submit a list of such Removable Fixtures in writing to the Director for the Director of Airports approval, and Concessionaire shall periodically update such list as required.

City reserves the right and Concessionaire agrees that the Director may require Concessionaire to timely and promptly restore the Premises to the condition that originally existed at the time Concessionaire took possession of the Premises. Concessionaire agrees to bear all costs of such removals and restorations.

ARTICLE VIII USE OF PREMISES

Section 801. Compliance with Laws and Regulations. Concessionaire shall comply with all Rules and Regulations, which the Director may establish from time to time. In addition, Concessionaire shall comply with all statutes, laws, ordinances, orders,

judgments, decrees, regulations, directions and requirements of all federal, state, city, local and other governmental authorities, now or hereafter applicable to the Premises or to any adjoining public ways, as to the manner of use or the condition of the Premises or of adjoining public ways.

Section 802. Repairs and Maintenance. Concessionaire will provide and pay for all repairs and maintenance of the Premises, except the following, which shall be the responsibility of City:

- A. The structural components of the building.
- B. The utility system to, and within, the Premises, except where the utility systems are owned or controlled by the utility companies.
- C. The washing of the exterior of windows in the terminal building.

Concessionaire will perform the following functions as part of its responsibilities in the repair and maintenance of the Premises. The following list includes certain functions but Concessionaire's responsibilities are not limited to those functions:

- A. Perform custodial services daily.
- B. Perform all needed maintenance and repair of the equipment and fixtures provided by Concessionaire, including all Removable Fixtures, as well as New Improvements.
- C. Keep Premises free from all fire and other hazards to persons and property, furnish, and maintain adequate portable fire protection equipment.
- D. Repair all damage to the Premises and the Airport when such damage results from the careless or negligent acts of Concessionaire or Concessionaire's employees, contractors or agents.
- E. Provide for complete, sanitary handling and disposal of all trash, garbage and refuse (liquid or solid). Concessionaire may not dispose of any such items in the public areas. This may require the use of special devices including, but not limited to, special containers, compactors and disposal systems. Concessionaire agrees to promptly provide and install same at its costs and to abide by these requirements. Concessionaire will inform the Airport Properties Department of its methods of handling and disposal of trash, garbage and refuse.
- F. Confine all handling and holding of Concessionaire's property to the Premises.
- G. Keep all papers and debris picked up daily from the Premises.
- H. Keep Premises free of all pests and provide pest control services as needed.
- I. No storage will be permitted on the exterior areas of the Premises.

The Director may temporarily or permanently close any roadway or other right-of-way for access to the Premises, so long as another means of access is provided. Concessionaire understands and agrees that there may be inconveniences caused by construction or renovations of the Airport, and Concessionaire hereby releases and discharges City from any and all claims, losses, damages, or causes of action arising out of the closing of any right-of-way, including, without limitation, any actual, consequential, incidental, or special damages.

Section 803. Right to Enter, Inspect and Make Repairs. City and its authorized officers, employees, agents, contractors, subcontractors and other representative shall have the right (at such times as may be reasonable under the circumstances and with as little interruption of Concessionaire's operations as is reasonably practicable) to enter upon and in the Premises for the following purposes:

- A. To inspect such premises to determine whether Concessionaire has complied and is complying with the terms and conditions of this Agreement.
- B. To perform maintenance and make repairs in any case where Concessionaire is obligated, but has failed to do so, after City has given Concessionaire notice so to do, in which event Concessionaire shall reimburse City for the cost thereof plus a charge of 15% for overhead within thirty (30) days of the City's written request.

- C. To gain access to the mechanical, electrical, utility and structural systems of the Airport for the purpose of maintaining and repairing such systems.
- D. To perform, inspections, testing, reporting, surveys, environmental inspections and remediation studies and assessments.

Section 804. Utilities. City will provide and pay for heated and chilled air to the Premises. City shall provide and Concessionaire shall pay for electricity at a cost based upon metered usage. Concessionaire shall provide and pay for other utilities it requires. City shall not be liable to Concessionaire in damages or losses of any kind whatsoever for the interruption of any utility service, or for any delay in the supplying or furnishing of any utility service, including, without limitation, any actual, consequential, incidental, or special damages.

ARTICLE IX INSURANCE, DAMAGE, & INDEMNIFICATION

Section 901. Insurance.

- A. General. Concessionaire at all times during the term hereof, shall cause St. Charles County, Missouri, St. Clair County, Illinois, St. Louis County, Missouri, the City, and their respective officers, agents and employees to be insured **on an occurrence basis** against the risk of all claims and demands by third persons for bodily injury (including wrongful death) and property damage arising or alleged to arise out of the activities or omissions of Concessionaire, its officers, agents, and employees pursuant to this Agreement both on the Premises and the Airport.
- B. Risks and Minimum Limits of Coverage. Concessionaire shall procure and maintain the following policies of insurance:
 - 1. Commercial General Liability in an amount not less than three million dollars (\$3,000,000.00). Such coverage shall be single limit liability with no annual aggregate.
 - 2. Automobile Liability Insurance. Concessionaire shall provide in an amount not less than three million dollars (\$3,000,000.00) combined single limit per occurrence (for automobiles used by Concessionaire in the course of its performance hereunder, including Concessionaire's non-owned and hired autos). In addition, Concessionaire shall carry excess coverage in the amount of three million dollars (\$3,000,000.00) to Concessionaire automobile liability insurance.
 - 3. Workers' Compensation and Employer's Liability Insurance, in accordance with Missouri laws and regulations. With respect to Workers' Compensation Insurance, if Concessionaire elects to be self-insured, Concessionaire shall comply with the applicable requirements of law. Concessionaire shall require that all its subcontractors or licensees similarly provide such coverage (or qualify as a self-insured) for their respective employees. City, its officers, employees, or agents shall not be liable or responsible for any claims or actions occasioned by Concessionaire's failure to comply with the Provisions of this subparagraph and that the indemnification Provisions hereof shall apply to this Section. It is expressly agreed that the employees of Concessionaire are not employees of the City for any purpose, and that employees of the City are not employees of Concessionaire.
 - 4. Contents Insurance. Concessionaire shall be solely responsible for obtaining insurance policies that provide coverage for losses of Concessionaire owned property including, without limitation, Concessionaire's personal property and Removable Fixtures. The City shall not be required to provide such insurance coverage or be responsible for payment of Concessionaire's cost for such insurance.
 - 5. Builders Risk Insurance. During any period of construction or reconstruction for which Concessionaire contracts, Concessionaire shall carry, or shall require its contractor or contractors to carry, a policy of Builders Risk Insurance in an amount sufficient to insure the value of the work. The City shall be named Loss Payee on Builders Risk coverage to the extent of the City's interest therein (except to the extent coverage relates to Concessionaire's equipment and personal property or Removable Fixtures). Concessionaire may elect to self-insure for individual projects with a total cost of Fifty thousand dollars (\$50,000) or less.

6. Other Property Coverage. Concessionaire shall provide an "All Risk" insurance policy providing protection from direct loss arising out of any fortuitous cause other than those perils or causes specifically excluded by norm and which covers Concessionaire's New Improvements, Removable fixture to the Premises, trade fixtures, and equipment. The City shall be named Loss Payee on such coverage to the extent of the City's interest therein (except to the extent coverage relates to Concessionaire's equipment and personal property).
- C. Issuers of Policies. The issuer of each policy required herein shall be a financially sound insurance company authorized to issue insurance policies in the State of Missouri. Acceptable insurers include insurance companies with an "A.M. Best Company" rating of at least an "A," or other insurers or insurance syndicates of similar recognized responsibility.

1. Form of Policies. The insurance may be in one or more policies of insurance.
2. Non-waiver. Nothing the City does or fails to do shall relieve Concessionaire from its duties to provide the required coverage hereunder, and the City's actions or inactions shall not be construed as waiving the City's rights hereunder.
3. Insured Parties. Each policy by endorsement, except those for Workers' Compensation, Employer's Liability, shall name the City, its officers, agents, and employees as "additional insured" on the certificate of insurance, including all renewal certificates, to the extent of Concessionaire's indemnification obligations hereunder. Inclusion as an "additional insured" is not intended to, and shall not, make the City a partner or joint venturer with Concessionaire in its operations.

The "additional insured" language shall read exactly as follows: "St. Charles County, Missouri, St. Clair County, Illinois, St. Louis County, Missouri, the City and its Board of Aldermen and Airport Commission, and their respective officers, employees, and agents are additional insured on the General Comprehensive and Automobile Liability portions of the insurance.

The "Certificate Holder" portion should read exactly: "City of St. Louis, Lambert-St. Louis International Airport, P.O. Box 10212, St. Louis, Missouri 63145."

4. Deductibles. Concessionaire shall assume and bear any claims or losses to the extent of any deductible amounts and waives any claim it may ever have for the same against the City, its officers, agents, or employees; provided, however, that nothing herein stated shall diminish Concessionaire's rights or increase Concessionaire's obligations in respect to its undertakings or hold harmless defense and indemnification set forth in Section 905 hereof.
5. Cancellation. Each policy shall expressly state that it may not be cancelled, materially modified or non-renewed unless thirty (30) days advance Notice is given in writing to the City by the insurance company, or authorized representative of Concessionaire.
6. Subrogation. Each policy shall contain an endorsement by which the issuer waives any claim or right in the nature of subrogation to recover against the City, its officers, agents, or employees.
7. Endorsement of Primary Insurance. Each policy hereunder except Workers' Compensation shall be primary insurance to any other insurance available to the Additional Insured and Loss Payee with respect to claims arising hereunder.
8. Liability for Premium. Concessionaire shall be solely responsible for payment of all insurance premiums required pursuant to this Agreement, and the City shall not be obligated to pay any premiums; provided, however, that if Concessionaire fails to obtain the insurance as required herein or make premium payments, the City may, without further notification, effect such insurance or make such payments on Concessionaire's behalf and, after Notice to Concessionaire, the City may recover the cost of those payments with the installment of Fees and Charges next due, plus 15% administrative charge, from Concessionaire.
9. Proof of Insurance. Within thirty (30) days of the Effective Date of this Agreement and at any time during the term hereof, Concessionaire shall furnish the City with certificates of insurance. At least

5 days prior to the expiration of any such policy, Concessionaire shall submit to the City a certificate showing that such insurance coverage has been renewed. If such coverage is canceled or reduced, Concessionaire shall, within 15 days after the date of such notice from the insurer of such cancellation or reduction in coverage, file with the City a certificate showing that the required insurance has been reinstated or provided through another insurance company or companies. Upon reasonable notification by the City to Concessionaire, the City shall have the right to examine Concessionaire's insurance policies.

- D. Maintenance of Coverage. Notwithstanding the proof of insurance requirements set forth above, it is the intention of the parties hereto that Concessionaire, continuously and without interruption, maintain in force the required insurance coverages set forth above.
- E. City Right to Review and Adjust Coverage Limits. The City reserves the right at reasonable intervals during the term of this Agreement to cause the insurance requirements of this Article to be reviewed, at its sole cost, by an independent insurance consultant experienced in insurance for public airports, taking into consideration changes in statutory law, court decisions, or the claims history of the airline industry as well as that of Concessionaire, and, based on the written recommendations of such consultant, and in consultation with Concessionaire, to reasonably adjust the insurance coverages and limits required herein but not more often than every twenty-four (24) months.

Section 902. CONCESSIONAIRE ACTIONS AFFECTING INSURANCE. Concessionaire shall not knowingly do or permit to be done anything, either by act or failure to act, that may cause the cancellation or violation of the Provisions, or any part thereof, of any policy of insurance for the Airport, or that may cause a hazardous condition so as to increase the risks normally attendant upon operations permitted by this Agreement. If such Concessionaire's act, or failure to act, causes cancellation of any policy, then Concessionaire shall immediately, upon notification by the City, do whatever is necessary to cause reinstatement of said insurance. Furthermore, if Concessionaire does or permits to be done any act or fails to do any act which causes an increase in the City's insurance premiums, Concessionaire shall immediately remedy such actions and/or pay the increase in premiums, upon notice from the City to do so; but in any event, Concessionaire will hold the City harmless for any expenses and/or damage resulting from any such action.

Section 903. DAMAGE TO PREMISES.

- A. Minor Damage. If any part of the Premises, or adjacent facilities directly and substantially affecting the use of the Premises, is partially damaged by fire or other casualty, but said circumstances do not render the Premises untenable as determined by the City, the affected Premises shall be repaired to usable condition with due diligence by the City as provided in this Section..
- B. Substantial Damage. If any part of the Premises, or adjacent facilities directly and substantially affecting the use of the Premises, is so extensively damaged by fire, or other casualty, as to render any portion of said Premises untenable but capable of being repaired, as determined by the City, the affected Premises shall be repaired to usable condition with due diligence by the City as provided in this Section. The City shall use its reasonable effort to provide alternative space to continue Concessionaire operations while repairs, reconstruction or replacement is completed.
- C. Total Damage.
 - 1. If any part of the Premises, or adjacent facilities directly and substantially affecting the use of the Premises, is damaged by fire or other casualty, and is so extensively damaged as to render any portion of said Premises incapable of being repaired, as determined by the City, the City shall notify Concessionaire as soon as practicable under the circumstances after the date of such damage of its decision whether to reconstruct or replace said space. However, the City shall be under no obligation to replace or reconstruct the affected space.
 - 2. If the City elects to reconstruct or replace affected Premises, the City shall use its reasonable efforts to provide alternate facilities to continue Concessionaire's operation while repair, reconstruction, or replacement is being completed.
 - 3. If the City elects not to reconstruct or replace affected Premises, the City shall meet , and after consultation with Concessionaire, determine ways to permanently provide Concessionaire with

adequate replacement space for affected Premises. The City shall also provide Concessionaire with written notice regarding the City's decision to delete the affected Premises from the Premises.

D. Scope of Restoration of Premises.

1. Unless otherwise expressly provided for in this Section 903, the City's obligations to repair, reconstruct, or replace affected Premises under the Provisions of this section shall in any event be limited to using due diligence and reasonable efforts to restore affected Premises to substantially the same condition that existed prior to any such damage and shall further be limited by the Provisions of Sections 903 A-C. If the City elects to repair, reconstruct, or replace affected premises as provided in this section, then Concessionaire shall proceed with due diligence and at its sole cost and expense to repair, install, reconstruct, or replace its signs, fixtures, equipment, furnishings, Removable Fixtures, New Improvements, and other items provided, constructed, or installed by Concessionaire in or about the Premises in a manner and in a condition at least equal to that which existed prior to said damage or destruction.
2. In lieu of the City's repair, reconstruction, or replacement of the affected Premises, as provided in this section, if Concessionaire requests to perform said function with respect to damage under Sections 903 A and B, the City may, in its sole discretion, allow Concessionaire to do so. Any such work by Concessionaire must be done in accordance with the requirements of Article VII. The City shall reimburse Concessionaire for the cost of such authorized work performed by Concessionaire as agreed to in writing by the City and the Concessionaire. Concessionaire shall be considered to be doing such work on its own behalf and not as a Concessionaire or contractor of the City.

Section 904. Indemnification.

- A. Concessionaire shall defend, indemnify, and hold harmless St. Charles County, Missouri, St. Clair County, Illinois, St. Louis County, Missouri, the City, their respective officers, agents and employees (the "**Indemnified Parties**") from and against any and all loss, liability, penalties, damages of whatever nature, causes of action, suits, claims, demands, judgments, injunctive relief, awards, settlements, costs, and expenses, including payments of claims of liability resulting from any injury or death of any person or damage to or destruction of any property including all reasonable costs for investigation and defense thereof (including but not limited to attorneys' fees, court costs and expert fees) of any nature, arising out of and in connection with this Agreement, the conduct of the Concessionaire or Concessionaire's use of the Premises or other areas or facilities at the Airport by Concessionaire, its agents, officers, employees, contractors, independent contractors, subcontractors, licensees, invitees, and sublessees, including, but not limited to:
- i. the acts or omissions of Concessionaire, its agents, officers, employees, contractors, independent contractors, subcontractors, licensees, invitees, sublessees, or suppliers;
 - ii. Concessionaire's use or occupancy of the Airport including the Premises; and
 - iii. any violation by Concessionaire in the conduct of Concessionaire's Ground Transportation Concession or its use of its Premises or other areas or facilities at the Airport of any Provision of this Agreement.

Concessionaire shall, at its own cost and expense, defend all such claims, demands and suits, whether frivolous or not.

- B. Concessionaire shall defend, indemnify, pay, and hold harmless the Indemnified Parties from and against all applicable taxes and assessments for which the City may become liable and which by law may be levied or assessed on the Premises, or which arise out of the operations of Concessionaire or by reason of Concessionaire's occupancy of its Premises except for any taxes or assessments based on the gross or net income or gross or net receipts of the City that are not allocable to Concession-related receipts. However, Concessionaire may, at its own risk, cost, and expense, and at no cost to the City, contest, by appropriate judicial or administrative proceedings, the applicability or the legal or constitutional validity of any such tax or assessment, and the City will, to the extent permitted by law, execute such documents as are reasonably necessary to permit Concessionaire to contest or appeal the same. Concessionaire shall be responsible for obtaining bills for all of said taxes and assessments directly from the taxing authority and shall promptly deliver to the City, upon request by the City, copies of receipts of payment. If the City receives any tax billings falling within the scope of this

paragraph, it will forward said billings to Concessionaire. Concessionaire shall, at its own cost and expense, defend all such claims, demands and suits, whether frivolous or not.

- C. Concessionaire shall defend, indemnify, and hold harmless the Indemnified Parties from and against any claim, suit, demand, action, liability, loss, damage, judgment, or fine, and all costs and expenses of whatever kind or nature associated therewith in any way arising from or based in whole or substantial part upon claim or allegation of a violation of any federal, state, or local laws, statutes, resolutions, regulations, ordinance, or court order affecting the Airport, by Concessionaire, its agents, employees, contractors, or suppliers, in conjunction with Concessionaire's use and/or occupancy of the Premises or its operations at the Airport. Concessionaire will, at its own cost and expense, defend all such claims, demands and suits, whether frivolous or not. Concessionaire shall include the substance of this Subsection (C) in every sublease, contract or other agreement which Concessionaire may enter into related to its activities at the Airport, and any such sublease, contract or other agreement shall specifically provide that the City is a third-party beneficiary of this and related Provisions. This provision does not constitute a waiver of any other condition of this Agreement prohibiting or limiting assignments, subletting or subcontracting.
- D. Concessionaire shall defend, indemnify, and hold harmless the Indemnified Parties from and against any claim, suit, demand, action, liability, loss, damage, judgment, or fine, and all costs and expenses of whatever kind or nature arising from or based in whole or part upon the presence in, or the release into, the environment or the Airport of any Hazardous Materials to the extent caused by, or resulting from, the acts or omissions of Concessionaire or its agents, officers, employees, contractors, independent contractors, sublessees, invitees, licensees, or suppliers at the Airport whether resulting from negligent conduct or otherwise.
- E. If a prohibited incursion into the Airport Operations Area (AOA) occurs, or if the AOA or sterile area security is breached, by or due to the negligence or willful act or omission of any of Concessionaire's employees, officers, agents, contractors, independent contractors, sublessees, invitees, licensees, or suppliers, and such incursion or breach results in a civil penalty action against the City, Concessionaire shall assume the defense of any such action and be responsible for any civil penalty or settlement amount required to be paid by the City as a result of such incursion or breach. The City shall notify Concessionaire of any allegation, investigation, or proposed or actual civil penalty sought for such incursion or breach. Civil penalties and settlement and associated expenses reimbursable under this paragraph include but are not limited to those paid or incurred as a result of violation of FAA or TSA regulations or security directives.
- F. Concessionaire's obligation to defend and indemnify past officers, employees, and agents of the City shall apply to such persons only for claims, suits, demands, actions, liability, loss, damages, judgments, or fines arising from events, occurrences, and circumstances during which said officers, employees, and agents held their office or position with the City.
- G. The City shall promptly notify Concessionaire of each claim, action, proceeding, or suit in respect of which indemnity may be sought by the City against Concessionaire hereunder, setting forth the particulars of such claim, action, proceeding or suit; shall furnish Concessionaire with a copy of all judicial filings and legal process and any correspondence received by the City related thereto; and shall tender the defense of same to Concessionaire.
- H. The duty to defend, indemnify, hold harmless, and reimburse shall apply to any claim, demands, or suits made against the City for which Concessionaire is responsible pursuant to this Section. Provided, however, that upon the filing by anyone of a claim with the City for damages arising out of incidents for which Concessionaire herein agrees to indemnify and hold the City harmless, the City shall promptly notify Concessionaire of such claim and, if Concessionaire does not settle or compromise such claim, then Concessionaire shall undertake the legal defense of such claim both on behalf of Concessionaire and on behalf of the City, at Concessionaire's expense; provided, however, that Concessionaire shall immediately notify City if a conflict between the interests of Concessionaire and City arises during the course of such representation. Concessionaire shall use counsel reasonably acceptable to the City Counselor of the City or his or her designee, after consultation with the Airport Director, in carrying out its obligations hereunder.

The Provisions of this Section shall survive the expiration or early termination of this Agreement. It is specifically agreed, however, that the City, at its option and at its own expense, may participate in the legal defense of any claim defended by Concessionaire in accordance with this Section. Any final judgment rendered against the City for any cause for which Concessionaire is liable hereunder shall be conclusive against

Concessionaire as to amount upon the expiration of the time for appeal there from. Nothing in this Article shall be deemed a change or modification in any manner whatsoever of the method or conditions of preserving, asserting, or enforcing any claim of legal liability against the City. This Section shall not be construed as a waiver of the City's sovereign or other immunity.

- I. The City, at its own expense except as otherwise provided herein, shall be invited to attend and participate in all meetings (including those related to settlement) and to appear and participate in all judicial proceedings and to the extent of its interests, approve, in writing, the terms of any settlement related to any claim, action, proceeding or suit set forth in this Section.
- J. Notwithstanding the Provisions of this Section, Concessionaire shall have no obligation to defend, indemnify, or hold harmless the City for any consequential damages or for any amounts to be paid in connection with losses, liabilities, penalties, damages of whatever nature, causes of action, suits, claims, demands, injunctive relief, judgments, awards and settlements because, and to the extent, of the negligence or willful misconduct of the City, but only if the City is conclusively determined to be more than ten percent (10%) liable due to contributory negligence.
- K. This Section shall survive the expiration or early termination of this Agreement. Concessionaire understands and agrees that any insurance protection furnished by Concessionaire pursuant to Section 901 shall in no way limit Concessionaire's responsibility to indemnify and hold harmless the City under the Provisions of this Agreement.

Section 905. CITY NOT LIABLE. Unless otherwise expressly provided for in this Agreement, the City shall not in any event be liable to Concessionaire for:

- A. Any acts or omissions of Concessionaire, its officers, directors, employees, agents, contractors, independent contractors, licensees, sublessees, invitees, or suppliers, or for any conditions resulting from the operations or activities of Concessionaire's directors, officers, employees, agents, contractors, independent contractors, licensees, invitees, sublessees, or suppliers;
- B. Concessionaire's failure to perform any of the obligations hereunder or for any delay in the performance thereof;
- C. Any environmental condition in existence at the Airport, or any part thereof, which condition may interfere with Concessionaire's business or other operations or activities, or which might otherwise cause damages to Concessionaire through loss of business, destruction of property, or injury to Concessionaire, its officers, directors, employees, agents, contractors, suppliers, passengers, invitees, or licensees except to the extent such conditions are caused by the City, its employees or agents; or
- D. Bodily injury or any loss or damage to real or personal property or business income occasioned by flood, fire, smoke, earthquake, lightning, windstorm, hail, explosion, riot, strike, civil commotion, vandalism, malicious mischief, or acts of war or terrorism, or for any injury, loss or damage not caused by the negligence, willful misconduct, or bad faith of the City.

ARTICLE X ASSIGNMENT AND SUBCONTRACTING

Section 1001. Assignment and Subcontracting.

- A. Concessionaire shall not assign or transfer this Agreement.

In the event there is an assignment of this Agreement by operation of law, the City shall be entitled within ninety (90) days after written notice thereof to exercise the City's option hereby given to terminate this Agreement no sooner than thirty (30) days after the date of such determination by the City. An assignment by operation of law, as the term is used herein, shall include but not be limited to the vesting of Concessionaire's right, title and interest in the Concessionaire's furnishings, Removable Fixtures or Concessionaire's interest in this Agreement, as a trustee in bankruptcy or as an assignee for the benefit of creditors or in a purchase thereof at a judicial sale or other involuntary or forced sale. It is the purpose of the foregoing provision to prevent the vesting in any such purchaser, referee, trustee, or assignee, any rights, title or interest in the City premises or any of the Removable Fixtures, except subject to the City's right to terminate this Agreement.

- B. Concessionaire shall not sublet the Premises and/or subcontract or transfer any part of the services to be performed hereunder, except as may be necessary to comply with the ACDBE participation goal in Article XII of this Agreement. At least sixty (60) days prior to any contemplated subletting of the Premises or subcontracting of this Agreement, Concessionaire must submit a written request to the Director. This request must include a copy of the proposed subcontract or sublease. Any sublease for space or subcontract or granting of rights acquired hereunder shall be subject to the review and written approval of the Director. Such applicable sublease or subcontract, however, must require at a minimum: (i) strict compliance with all Provisions of this Agreement; (ii) a provision that the sublessee or subcontractor will use the facilities solely for the purposes identified in this Agreement; and (iii) a provision ensuring that all concession services are available during the hours of operation required in Section 602 of this Agreement. The parties understand and agree that Concessionaire is responsible for the performance of its assignees, sublessees and subcontractors under this Agreement. Concessionaire agrees to initiate and take all corrective action should a subcontractor or sublessee fail to comply with its contract with the Concessionaire or any provision of this Agreement. There will be no reduction of the Minimum Annual Guarantee payable to the City during any such period of change-out or vacancy of a subcontractor or sublessee.
- C. No subcontract, sublease or other agreement shall be effective as it pertains to the City until such time as the City receives a fully executed copy of its approved, subcontract, sublease or agreement as provided for above. Any such assignment, transfer, or subcontract of services or the subletting of the Premises without the consent of the City, as provided for above, shall constitute a default on the part of Concessionaire under this Agreement, and the City may terminate this Agreement as provided for in Section 1103. No action or failure to act on the part of any officer, agent or employee of the City shall constitute a waiver by the City of this provision.

**ARTICLE XI
TERMINATION OF AGREEMENT IN ENTIRETY**

Section 1101. City's Right to Terminate. The City, acting by and through its Director, may declare this Agreement terminated in its entirety, in the manner provided in Section 1103 hereof, upon the happening of any one or more of the following events. By example, but not by way of limitation, the following acts or omissions shall constitute a material breach thereby justifying the termination of this Agreement in its entirety.

- A. If the fees, charges, or other money payments which Concessionaire herein agrees to pay, or any part thereof, shall be unpaid after the date the same shall become due.
- B. If, during the term of this Agreement Concessionaire shall:
1. Apply for, or consent to the appointment of a receiver, trustee, or liquidator of all or a substantial part of its assets;
 2. File a voluntary petition in bankruptcy, or admit in writing its inability to pay its debts as they come due;
 3. Make a general assignment for the benefit of creditors;
 4. File a petition or an answer seeking reorganization or arrangement with creditors or to take advantage of an insolvency law;
 5. File an answer admitting the material allegations of a petition filed against any said assignee or sublessee in any bankruptcy, reorganization or insolvency proceedings; or if during the term of this Agreement, an order, judgment or decree shall be entered by any court of competent jurisdiction; or the application of a creditor, adjudicating Concessionaire as bankrupt or insolvent; or approving a petition seeking a reorganization of Concessionaire, and such order, judgment or decree, shall continue unstayed and in effect for any period of ninety (90) consecutive days;
 6. Fail to maintain the quality of services and prices to the satisfaction of the Director as required hereunder;
 7. Fail to prevent cessation or deterioration of service for a period which, in the opinion of the Director, materially and adversely affects the overall performance of Concessionaire under this Agreement;
 8. Allow a lien to be filed against Concessionaire or any of the equipment or furnishings therein because of or

- resulting from any act or omission of Concessionaire that is not removed or enjoined within thirty (30) days;
9. Desert, vacate or discontinue all or a portion of its operation of the Premises that in the opinion of the Director results in a failure to provide the public and others the service contemplated hereunder;
 10. Fail in the performance of any Provision herein required to be performed by Concessionaire.

On the date set forth in the notice of termination, the term of this Agreement and all right, title and interest of Concessionaire shall expire, except as otherwise provided in Section 1103 hereof.

Failure of the City to take any authorized action upon default of any term, covenant or condition required to be performed, kept and observed by Concessionaire shall not be construed to be or act as a waiver of default or in any subsequent default of any term, covenant or condition herein contained to be performed, kept and observed by Concessionaire. The acceptance of monies by the City from Concessionaire for any period or periods after a default by Concessionaire of any term, covenant or condition herein required to be performed, kept and observed by Concessionaire shall not be deemed a waiver of any right on the part of the City to terminate this Agreement for failure by Concessionaire to so perform, keep or observe any said Provisions.

Section 1102. Concessionaire's Right to Terminate.

Concessionaire, at its option, may declare this Agreement terminated in its entirety, in the manner provided in Section 1103 hereof for the following causes:

- A. If a court of competent jurisdiction issues an injunction or restraining order against the City preventing or restraining the use of the Airport for Airport purposes in its entirety or in substantial entirety.
- B. If the City shall have abandoned the Airport for a period of at least ninety (90) days and shall have failed to operate and maintain the Airport in such manner as to permit landings and takeoffs of planes by scheduled air carriers.
- C. If the City shall have failed in the performance of any specific covenant constituting a material breach within the control of the City and required by this Agreement to be performed by the City.

Section 1103. Procedures for Termination. No termination declared by either party shall be effective unless and until not less than forty-five (45) days have elapsed after written notice by either party to the other specifying the date and cause of termination. No such termination shall be effective if the party at default (i) cannot by the nature of the default cure it within such forty-five (45) day period, (ii) commences to diligently correct such default within such forty-five (45) day period and (iii) corrects such default as is reasonably practicable. Notwithstanding the foregoing, the effective date for termination shall be thirty (30) days after written notice by City to Concessionaire for failure to make any payment when due, or for failure to provide the security for performance as specified in Article V or for failure to provide any insurance coverage as specified in Article IX unless cured in such thirty (30) days after written notice by City to Concessionaire.

Section 1104. Rights Cumulative. It is understood and agreed that the rights and remedies of the City and Concessionaire specified in this Agreement are not intended to be and shall not be exclusive of one another or exclusive of any common law right of either of the parties hereto or any other remedies otherwise available to the parties at law or in equity.

ARTICLE XII
AIRPORT CONCESSIONAIRE DISADVANTAGED BUSINESS ENTERPRISE (ACDBE) PARTICIPATION

Section 1201. Compliance.

- A. Concessionaire agrees as a condition hereunder to meet a minimum ACDBE participation goal of not less than **thirty percent (30%)** participation in the ownership, management and control of the business by the methods of participation allowed by DOT 49 CFR Part 23. The goal shall be measured as a percentage of total Gross Receipts. The goal remains in effect throughout the term of the Agreement and credit toward the ACDBE goal will only be given for the use of Missouri Regional Certification Committee (**MRCC**) certified ACDBEs.
- B. If Good Faith Efforts resulted in the fulfillment of the ACDBE goal, Concessionaire will not be required to perform additional Good Faith Efforts, except in the event that Concessionaire's ACDBE participation fails to continue to meet the goal or comply with the applicable federal regulations. In the event Concessionaire's

ACDBE participation fails to continue to meet the goal or comply with applicable federal regulations, Concessionaire will be required to perform the Good Faith Efforts procedure specified in the applicable federal regulations for the type of participation sought within three (3) months following the loss of ACDBE participation and continue at intervals of not less than twelve (12) months, or until the ACDBE goal is reached by Concessionaire.

- C. If Good Faith Efforts did not result in fulfillment of the ACDBE goal, Concessionaire must again complete the Good Faith Efforts procedure specified in the applicable federal regulations for the type of participation sought within three (3) months following commencement of the term of this Agreement and continue at intervals of not less than twelve (12) months, or until the ACDBE goal is reached by Concessionaire.
- D. In the event that any ACDBE Sublessee defaults, Concessionaire agrees to immediately take steps to obtain a replacement certified ACDBE through good faith efforts. Notwithstanding, if ACDBE goes over the Personal Net Worth limitation, their participation will still count until the end of the lease term as per FAA/DOT regulations. It is the intent of City to have a certified ACDBE Sublessee replace any ACDBE Sublessee that has defaulted. Replacement ACDBE's must be approved in writing by the Director. If a replacement ACDBE cannot be located, Concessionaire must make good faith efforts to sublease other rights of Concessionaire to secure ACDBE participation. The Director will determine if Concessionaire has made acceptable good faith efforts. Concessionaire must immediately operate ground transportation vehicle(s) in lieu of an ACDBE that has failed to perform due to default of its sublease until such time as a replacement ACDBE sublessee begins operation. The loss of an ACDBE does not relieve Concessionaire of its obligation to maintain the minimum participation goal. The Airport DBE Office will provide Concessionaire assistance in locating ready, willing, able ACDBE firms.
- E. This Agreement is subject to the requirements of the U.S. Department of Transportation's regulations 49 CFR Part 23. Concessionaire or contractor agrees that it will not discriminate against any business owner because of the owner's race, creed, color, religion, sex, national origin or ancestry in connection with the award or performance of any concession agreement, management contract or subcontract, purchase or lease agreement, or other agreement covered by 49 CFR Part 23. Concessionaire or contractor agrees to include the above statements in any subsequent concession agreement or contract that it enters and cause those businesses to similarly include the statements in further agreements.
- F. Concessionaire shall operate its Ground Transportation Concession in compliance with all other requirements imposed by or pursuant to 49 CFR Part 23, as applicable, and as said regulations may be amended or new regulations promulgated. Concessionaire shall also comply with any City of St. Louis executive orders, resolutions or ordinances enacted, now or in the future, to implement the foregoing federal regulations, as applicable. In the event of breach of any of the above covenants, the City shall have the right to terminate this Agreement and/or seek other remedies at law and/or inequity.

The City may in its sole discretion use the following monitoring and enforcement mechanisms to ensure compliance with 49 C.F.R. Part 23:

The City has available several remedies to enforce the ACDBE requirements contained in its contracts, including but not limited to breach of contract action, pursuant to the terms of the contract.

In addition, the federal government has available several enforcement mechanisms that it may apply to firms participating in the ACDBE program, including, but not limited to the remedies of 49 C.F.R. 23, Section 23.11.

The City will implement the following additional monitoring and compliance procedures: Operators or contractors will be required to submit quarterly gross receipts earned by ACDBEs.

- Operators or contractors will be required to submit, for review and approval, a written notification of any material change in the duties, functions and responsibilities of ACDBEs prior to implementing the change.
- Operators or contractors will be required to list the specific duties, functions and responsibilities that ACDBEs will perform.

The City will perform periodic reviews, including site visits, each year on a representative number of judgmentally selected operators and contractors to confirm ACDBEs are performing listed duties, functions and

responsibilities. The City will request from Operator any expenditures made with ACDBEs in performing services and supplying goods. Those expenditures will be reported quarterly to the City. The City will bring to the attention of the Department of Transportation any false, fraudulent, or dishonest conduct in connection with the program, so that DOT can take the steps (e.g., referral to the Department of Justice for criminal prosecution, referral to the DOT Inspector General, action under suspension and debarment or Program Fraud and Civil Penalties rules) provided in 49 C.F.R. Part 26, Section 26.107. The City will consider similar action under its own legal authorities, including responsibility determinations in future contracts. The City shall have all remedies available to the City at law or in equity in the event of non-compliance with the ACDBE regulations herein.

ARTICLE XIII LIQUIDATED DAMAGES

Section 1301. Liquidated Damages. Concessionaire recognizes and hereby agrees and stipulates that the City will lose revenue and/or incur certain cost or expense, the amounts of which are difficult to ascertain, if Concessionaire defaults or breaches any of the terms, covenants or conditions enumerated below. Therefore, the Concessionaire agrees and stipulates that the Director, on behalf of the City, may elect after written notice to the Concessionaire of said default or breach to impose the charges set forth below as liquidated damages on the basis of each default or breach. The first default or breach in any category will result in a warning letter. The second default or breach will require Concessionaire to pay liquidated damages in the amount listed below. For the third default or breach in the same category, Concessionaire will pay City liquidated damages in the amount listed below. For the fourth and each subsequent cumulative default or breach, Concessionaire shall pay to City the third default or breach amount plus an additional one hundred percent (100%). Such liquidated damages shall be due and payable by the Concessionaire within thirty (30) days of the City's request or notice. The stated defaults or breaches in this Section 1301 are cumulative over the Term of this Agreement and are in addition to any other remedies City may have under this Agreement or at law or in equity. For any defaults or breaches specified in this section with associated liquidated damages, the City agrees to provide written notice via facsimile and overnight courier of any such default or breach and the amount of liquidated damages due and payable to the City.

DEFAULT	SECOND BREACH	THIRD BREACH
Breach of Article III, Rights, Limitation of Rights	\$100.00	\$500.00
Breach of Article VI, Concessionaire's Operations	\$100.00	\$500.00
Breach of Article VII, Improvement and Alterations	\$100.00	\$500.00
Breach of Article VIII, Use of Premises Clause	\$100.00	\$500.00

If Concessionaire fails to take possession or to open or to reopen the Premises for business, fully fixtured, stocked and staffed within the times herein provided, the City shall be entitled to (a) collect in addition to the Minimum Annual Guarantee, five hundred dollars (\$500.00) for each and every day or partial day Concessionaire fails to commence to do or carry on business as herein provided; and (b) avail itself of any other remedies for such breach by Concessionaire hereunder as may be available under law or in equity including, without limitation, specific performance.

ARTICLE XIV MISCELLANEOUS PROVISIONS

Section 1401. Notice. Except as herein otherwise expressly provided, all notices required to be given to the City hereunder shall be in writing and shall be sent by certified mail, return receipt requested, to:

The Director of Airports
Lambert-St. Louis International Airport@
P.O. Box 10212
10701 Lambert International Blvd.
St. Louis, Missouri 63145

With a copy to:

Airport Properties Division Manager
Lambert-St. Louis International Airport ®
P.O. Box 10212
10701 Lambert International Blvd.
St. Louis, Missouri 63145

All notices, demands, and requests by City to Concessionaire shall be sent by certified mail, return receipt requested addressed to:

Chris Doerhoff
Best Transportation, Inc.
8531 Page Ave, Suite 160
St. Louis, MO 63114

The parties or either of them may designate in writing from time to time any changes in addresses or any addresses of substitute or supplementary persons in connection with said notices. The effective date of service of any such notice shall be the date such notice is mailed to Concessionaire or said Director.

Section 1402. Conditions of Default. This Agreement shall be considered in default when Concessionaire fails to fulfill any term, covenant, or condition of this Agreement and such default shall be considered a material breach of this Agreement for which the City at its sole option may terminate this Agreement as provided for in ARTICLE XI of this Agreement and/or such other remedies at law or in equity.

Section 1403. Non-Discrimination and Affirmative Action Program.

- A. Concessionaire hereto understands and agrees that City in operation and use of Lambert-St. Louis International Airport® will not on the grounds of race, creed, color, religion, sex, age, national origin, ancestry or disability, discriminate or Agreement discrimination against any person or group of persons in a manner prohibited by 49 C.F.R. Part 21. Concessionaire agrees that in performing under this Agreement, neither it nor its personal representatives, successors in interest, and assigns, and anyone under its control will permit discrimination against any employee, worker, or applicant for employment because of race, creed, color, religion, sex, age, national origin, ancestry or disability. Concessionaire will take affirmative action to insure that applicants are employed and that employees are treated fairly without regard to race, creed, color, religion, sex, age, national origin, ancestry or disability. Such action must include, but shall not be limited to action to bar, employ, upgrade or recruit; expel, discharge, demote or transfer; layoff, terminate or create intolerable working conditions, rates of pay or other forms of compensation and selection for training including apprenticeship.
- B. Concessionaire agrees that in performing under this Agreement, neither it nor anyone under its control will permit discrimination against any employee, worker, or applicant for employment because of race, creed, color, religion, sex, age, national origin, ancestry, or disability. Concessionaire will take affirmative action to insure that applicants are employed and that employees are treated fairly without regard to race, creed, color, religion, sex, age, national origin, ancestry or disability. Such action must include, but shall not be limited to action to bar, employ, upgrade or recruit; expel, discharge, demote or transfer; layoff, terminate or create intolerable working conditions, rates of pay or other forms of compensation and selection for training including apprenticeship.
- C. Concessionaire will in all printed or circulated solicitations or other advertisement or publication for employees placed by or on behalf of Concessionaire state that all qualified applicants shall receive meaningful consideration for employment without regard to race, creed, color, religion, sex, age, national origin, ancestry or disability. All advertisements or solicitations for applicants for employment must contain the phrase "An Equal Opportunity Employer". Concessionaire shall not make inquiry in connection with prospective employment, which expresses directly or indirectly any limitation, specification, or discrimination because of race, creed, color, religion, sex, age, national origin, ancestry or disability.
- D. Concessionaire agrees that should it be determined by Concessionaire or City that it will be unable to conform to its approved positive employment program submitted to determine eligibility under the fair employment practices Provisions of the City Code, it will notify the Fair Employment Practices Division of the Civil Rights Enforcement Agency ("CREA") within ten (10) days of such determination, as to the steps to be taken by

- Concessionaire to achieve the Provisions of it program.
- E. Concessionaire will permit reasonable access by City to such persons, reports, and records as are necessary for the purpose of ascertaining compliance with fair employment practices.
 - F. Concessionaire further agrees that these clauses (B through E) covering discrimination and equal opportunity practices in all matters of employment and training for employment will be incorporated by Concessionaire in all contracts or agreements it enters into with suppliers of materials or services, contractors and subcontractors, and all labor organizations, furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor or service in connection with this Agreement.
 - G. Whenever Concessionaire is sued by a subcontractor, vendor, individual, group, or association as a result of non-compliance with the clauses (A through F) of these Provisions relating to fair employment practices, Concessionaire shall notify the City Counselor in writing of such suit or threatened suit within ten (10) days.
 - H. In event of Concessionaire's noncompliance with nondiscrimination clauses of this Agreement, or to furnish information or permit its books, records and account to be inspected within twenty (20) days from date requested, this Agreement may be canceled, terminated or suspended, in whole or in part, and Concessionaire may be declared ineligible for further City contracts for a period of one (1) year by option of City, provided, further, if this Agreement is canceled, terminated or suspended for failure to comply with fair employment practices, Concessionaire shall have no claims for any damages or loss of any kind whatsoever against City.
 - I. Concessionaire assures that it will undertake an affirmative action program as required by 14 CFR, Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, sex, religion, age or disability be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. Concessionaire assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. Concessionaire assures that it will require that its covered suborganizations provide assurances to the City that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.
 - J. This Agreement is subject to the requirements of the U.S. Department of Transportation's regulation, 49 CFR Part 23. Concessionaire hereby agrees that its Premises shall be posted to such effect as required by such regulation. The Concessionaire or contractor agrees that it will not discriminate against any business owner because of owner's race, creed, color, religion, national origin, ancestry, sex, age or disability in connection with the performance of any concession agreement, management contract, or subcontract, purchase or lease agreement or other agreement covered by 49 CFR 23.
 - K. The Concessionaire or contractor agrees to include the above statement in any subsequent concession agreement or contract covered by 49 CFR 23 that it enters into, and causes those businesses to similarly include the statement in further agreements.
 - L. Concessionaire shall comply with all applicable nondiscriminatory requirements that may be imposed pursuant to the Federal Aviation Act of 1958, as amended; Title VI of the Civil Rights Act of 1964, as amended; 49 C.F.R. Parts 21, 23, and 26, as said regulations may be amended; and state and local laws.

Section 1404. No Personal Liability. No alderman, commissioner, director, officer, agent or employee of either party shall be charged personally or held contractually liable by or to the other party under any Provision of this Agreement or because of any breach hereof or because of its or their execution of this Agreement. Any administrative complaint brought against the City relating to any aspect of this agreement shall be brought against the City and not against named individual respondents.

Section 1405. Force Majeure. Neither party hereto shall be liable to the other for any failure, delay, or interruption in performing its obligations hereunder due to acts, events or conditions beyond its control, including acts of God, weather conditions, shortages of energy or materials, embargoes, riots, rebellions, sabotage, acts of a public enemy, war, terrorism, insurrection, strikes, boycotts, picketing, slow-downs, work stoppages or other labor actions affecting the rights or obligations of the City or Concessionaire hereunder, their respective licensees, contractors or subcontractors, except to the extent that such failure, delay or interruption directly or indirectly results from failure on the part of the City or Concessionaire to use reasonable care to prevent, or make reasonable efforts to cure, such failure, delay or interruption; provided, however, that, except as herein specifically provided, nothing in this Section is intended or shall be construed to abate, postpone or in any respect diminish Concessionaire's obligations to make any payments

due to the City pursuant to this Agreement. The City shall be under no obligation to supply any service if and to the extent and during any period that the supplying of any such service or the use of any component necessary therefore shall be prohibited or rationed by any law, ordinance, rule, regulation, requirement, order or directive of any federal, state, county or municipal government having jurisdiction.

Section 1406. Successors and Assigns. All of the terms, Provisions, covenants, stipulations, conditions and considerations of this Agreement shall extend to and bind the legal representatives, successors, sublessees and assigns of the respective parties hereto. This provision shall not constitute a waiver of any conditions regarding the assignment or subletting contained in this Agreement.

Section 1407. Quiet Enjoyment. Subject to the Provisions of the Agreement, City covenants that Concessionaire on paying the rentals and otherwise performing its covenants and other obligations hereunder shall have quiet and peaceable possession of the Premises.

Section 1408. Operation and Maintenance of Airport. City shall at all times operate the Airport properly and in a sound and economical manner; and City shall use reasonable effort to maintain, preserve and keep the same or cause the same to be maintained, preserved and kept, with the appurtenances in good repair, working order and condition, and shall from time to time use reasonable effort to make or cause to be made all necessary and proper repairs, replacements and renewals so that at all times the operation of the Airport may be properly and advantageously conducted in conformity with standards customarily followed by municipalities operating airports of like size and character.

Section 1409. Title to Site. The Premises from the date hereof until the termination of this Agreement shall be owned in fee simple title by City or in such lesser estate as in the opinion of City Counselor is sufficient to permit the letting thereof by City as herein provided for the full term provided in this Agreement.

Section 1410. Agreements with the United States. This Agreement shall be subordinate to the Provisions of any existing or future agreements between the City and the United States Government or governmental authority, relative to the operation or maintenance of the Airport, the execution of which has been required as a condition precedent to the granting of federal funds or the approval to impose or use Passenger Facility Charges (“PFCs”) for the improvement or development of the Airport. Concessionaire shall not cause the City to violate any assurance made by the City to the United States Government in connection with the granting of such federal funds or the approval of such PFC’s. All Provisions of this Agreement shall be subordinate to the rights of the United States of America to operate all of the Airport or any part thereof during time of war or national emergency. Such rights shall supersede and Provisions of this Agreement inconsistent with the operation of the Airport by the United States of America.

Section 1411. Modifications for Granting FAA Funds. In the event that the Federal Aviation Administration requires, as a condition precedent to granting of funds for the improvement of the Airport, modifications or changes to this document; Concessionaire agrees to consent to such reasonable amendments, modifications, revisions, supplements, deletions of any of the terms, conditions, or requirements of this Agreement, as may be reasonably required to enable City to obtain said Federal Aviation Administration funds.

Section 1412. GOVERNING LAW AND FORUM SELECTION. This Agreement is made and entered into in the State of Missouri, and Missouri law shall govern and apply to this Agreement. Any cause of action, claim, suit, demand, or other case or controversy arising from or related to this Agreement shall be brought only in a federal or state court in the City of St. Louis, Missouri. Concessionaire and the City hereby admit and consent to the jurisdiction and venue of such courts. The Provisions of this section shall survive the expiration or termination of this Agreement.

Section 1413. Headings. The headings of the Articles and Sections of this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of any Provisions of this Agreement and shall not be construed to affect in any manner the terms and Provisions hereof or the interpretation or construction thereof.

Section 1414. Amendments. Unless otherwise expressly provided herein, this Agreement may not be changed, modified, or amended except by written amendment duly executed by the parties hereto.

Section 1415. Waivers. No Provision of this Agreement shall be deemed to have been waived by either party unless such waiver is in writing, signed by the party making the waiver and addressed to the other party, nor shall any custom or practice that may evolve between the parties in the administration of the Provisions of this Agreement be construed to waive or lessen the right of either party to insist upon the performance of the other party in strict accordance with the Provisions of this Agreement.

Section 1416. Invalid Provisions. In the event any covenant, condition or provision herein contained is held to be invalid by a court of competent jurisdiction, the invalidity of any such covenant, condition or provision shall in no way affect any other covenant, condition or provision herein contained, provided the invalidity of any such covenant, condition or provision does not materially

prejudice either City or Concessionaire in its respective rights and obligations contained in the valid covenants, conditions and Provisions of this Agreement.

Section 1417. Americans with Disabilities Act (ADA). Concessionaire shall be responsible for compliance with the Federal ADA, and any other federal, state or local laws or regulations, and City Ordinances pertaining to the disabled individual having access to Concessionaire's services.

Section 1418. Not a Lease. This Agreement is not a lease and the right to use the Premises is entirely dependent upon the rights and privileges granted hereunder, and Concessionaire will in no instance be deemed to have acquired any possessor rights against City or the Premises or be deemed a tenant of City.

Section 1419. Advertising. Concessionaire shall have no right to use the trademarks, symbols, trade names or name of the Airport or Premises, either directly or indirectly, in connection with any production, promotion service or publication without the prior written consent of the Director.

Section 1420. Conflicts Between Tenants. In the event of a conflict between Concessionaire and any other tenant, licensee or concessionaire, as to the respective rights of the others, the Director shall review the applicable agreements and by reasonable interpretation thereof determine the rights of each party, and Concessionaire agrees to be bound by such decision. All determinations by the Director are final.

Section 1421. Prevailing Wage. Concessionaire shall, as a condition of the Agreement, include in all service contracts pertaining to the Premises, language specifying the minimum prevailing wages to be paid and fringe benefits to be provided by the service contractor to employees of said service contractor. This section is subject to and shall be in accordance with City Ordinance No. 62124, as may be amended from time to time.

Section 1422. Security Plan and Facilities. Concessionaire hereby acknowledges that the City is required by the TSA regulation 1542 to adopt and put into use facilities and procedures designed to prevent and deter persons and vehicles from unauthorized access to the AOA. The City has met said requirements by developing a master security plan for the Airport, and Concessionaire covenants and agrees to be fully bound by and immediately responsive to the requirements of the plan in connection with Concessionaire's exercise of the privileges granted to Concessionaire hereunder. Concessionaire will, within thirty (30) days of the City's request, reimburse the City for all fines or penalties imposed upon City by the TSA or the FAA resulting from Concessionaire's negligence or failure to act in relation to TSA regulation 1542 or any other applicable Airport security regulations.

Section 1423. Entire Agreement. This Agreement, together with all exhibits attached hereto, constitutes the entire Agreement between the parties hereto and all other representations or statements heretofore made, verbal or written are merged herein and this Agreement may be amended only in writing and executed by duly authorized representatives of the parties hereto. Should a court of competent jurisdiction order the City to award similar additional ground

Section 1424. Living Wage Compliance Provisions. This Agreement is subject to the St. Louis Living Wage Ordinance No. 65597 ("**Ordinance**") and the "**Regulations**" associated therewith, as may be amended from time to time. Copies of Ordinance and Regulations may be obtained by contacting Assistant Airport Director, M/W/DBE Certification and Compliance Office, P. O. Box 10212, St. Louis, Missouri, 63145-0212 and are incorporated herein by reference. The Ordinance and Regulations require the following compliance measures, and Concessionaire hereby warrants, represents, stipulates and agrees to comply with these measures (unless expressly exempt as provided for in the Ordinance and Regulations):

- A. Minimum Compensation: Concessionaire hereby agrees to pay an initial hourly wage to each employee performing services related to this Agreement in an amount no less than the amount stated on the attached Living Wage Bulletin (**Exhibit "B"**), which is incorporated herein. The initial rate shall be adjusted each year no later than April 1, and Concessionaire hereby agrees to adjust the initial hourly rate to the adjusted rate specified in the Living Wage Bulletin at the time the Living Wage Bulletin is issued.
- B. Notification: Concessionaire shall provide the Living Wage Bulletin to all employees, together with a "Notice of Coverage", in English, Spanish and other languages spoken by a significant number of Concessionaire's employees within thirty (30) days of Agreement execution for existing employees and within thirty (30) days of employment for new employees.
- C. Posting: Concessionaire shall post the Living Wage Bulletin, together with a "Notice of Coverage", in English, Spanish and other languages spoken by a significant number of Concessionaire's employees, in a prominent place in a communal area of each worksite covered by the Agreement.

- D. Subcontractors and Sublessees: Concessionaire hereby agrees to require Subcontractors and Sublessees, as defined in the Regulations, to comply with the requirements of the Living Wage Regulations, and hereby agrees to be responsible for the compliance of such Subcontractors and Sublessees. Concessionaire shall include these Living Wage Compliance Provisions in any contract with such Subcontractors and Sublessees.
- E. Term of Compliance: Concessionaire hereby agrees to comply with these Living Wage Compliance Provisions and with the Regulations for the entire term of the Agreement, and to submit the reports required by the Regulations for each calendar year or portion thereof during which such Agreement is in effect.
- F. Reporting: Concessionaire shall provide the annual reports and attachments required by the Ordinance and Regulations.
- G. Penalties: Concessionaire acknowledges and agrees that failure to comply with any provision of the Ordinance and/or Regulations and/or providing false information may result in the imposition of penalties specified in the Ordinance and/or Regulations. These penalties, as provided in the Ordinance and Regulations, may include, without limitation, suspension or termination of the Agreement, disbarment, and/or the payment of liquidated damages, as provided in the Ordinance and Regulations.

Concessionaire hereby acknowledges receipt of a copy of the Ordinance and Regulations

Section 1425. Environmental Notice. Concessionaire shall promptly notify the Director of (i) any change in the nature of the Concessionaire's operations on the Premises that will materially and/or substantially change the Concessionaire's or City's potential obligations or liabilities under the environmental laws; or (ii) the commencement by any governmental entity of a formal administrative proceeding before an administrative law judge or a civil or criminal action before a judicial tribunal alleging a violation of any environmental law in connection with Concessionaire's operations on the Premises.

Section 1426. Acknowledgment of Terms and Conditions. The parties affirm each has full knowledge of the Provisions contained in this Agreement. As such, the terms of this Agreement shall be fairly construed and the usual rule of construction, if applicable, to the effect that any ambiguities herein should be resolved against the drafting party, shall not be employed in the interpretation of this Agreement or any amendments, modifications or exhibits thereto.

Section 1427. Time is of the Essence. Time is of the essence in this Agreement. The parties expressly agree that time shall be of the essence in the performance of each and every obligation and condition of this Agreement. Failure by a party to complete performance within the time specified, or within a reasonable time if not time is specified herein, shall relieve the other party, without liability, of any obligation to accept such performance.

SECTION 1428. Survival of Warranties. All warranties and covenants set forth in this Agreement shall survive the execution and performance of this Agreement.

SECTION 1429. City's Rights and Remedies are Cumulative. All rights and remedies of the City as provided for herein and under law are cumulative in nature.

SECTION 1430. Required Approvals. When the consent, approval, waiver, or certification ("**Approval**") of other party is required under the terms of this Agreement, such Approval must be in writing and signed by the party approving. Whenever the Approval of the City or the Director is required, the Approval must be from the Director or his/her authorized or designated representative. In taking such actions, the Director shall act reasonably, and take into consideration the best interest of the City, the Airport, and travel public. The City and Concessionaire agree that extensions of time for performance may be made by the written mutual consent of the Director, on behalf of the City, and Concessionaire or its designee. Whenever the Approval of the City, or the Director, or Concessionaire is required herein, no such Approval shall be unreasonably requested, conditioned, or withheld.

SECTION 1431. No Third Party Beneficiary. This Agreement is for the sole benefit of the parties hereto and nothing herein expressed or implied shall give or be construed or interpreted to give any person or entity (including Permittees) other than the parties hereto and any legal or equitable rights hereunder.

ARTICLE XV COMPLIANCE WITH ENVIRONMENTAL LAWS

SECTION 1501. COMPLIANCE WITH ENVIRONMENTAL LAWS. Concessionaire warrants and covenants that in conducting any activities or business on Airport property, including any activities directly related or incidental to its use and occupancy of

Premises, Concessionaire shall comply with any and all applicable Environmental Laws including any plans, monitoring, recordkeeping or programs prepared in conformance with Environmental Laws.

Concessionaire further covenants and warrants as follows:

A. Environmental Permits.

1. Concessionaire shall obtain and maintain any and all Environmental Permits required by applicable Environmental Laws to conduct the activities in which Concessionaire engages on the Premises.
2. Concessionaire shall comply with any requirement imposed by an Environmental Permit obtained by the City that is or are applicable to Concessionaire or Concessionaire's activities on the Premises, including any plans, monitoring, recordkeeping or programs prepared in conformance with such Environmental Permits or Environmental Laws; provided however, that the City shall adequately notify Concessionaire of such Environmental Permit and associated requirements, including all applicable deadlines for compliances.
3. The City and Concessionaire shall cooperate to ensure compliance with the terms and conditions of any Environmental Permit, Environmental Law and any associated requirements to ensure safety and to minimize cost of compliance.

B. Duty to Notify City. In the event of any release or threatened release of Hazardous Materials caused, handled, or owned by Concessionaire, its employees, agents, contractors, suppliers, licensees, sublessees, guests or invitees, and which is required by applicable Environmental Laws, Environmental Permits, Rules and Regulations, or any plan or program prepared in response to Environmental Laws, or Environmental Permits to be reported by Concessionaire, whether as a result of negligent conduct or otherwise, at, on, about, or under the Premises, or in the event any written claim, demand, complaint or action is made of taken against Concessionaire that pertains to Concessionaire's failure or alleged failure to comply with Environmental Laws or Environmental Permits at the Premises or which pertains to the release of Hazardous Materials by Concessionaire at the Premises or the Airport, Concessionaire shall notify the City as soon as reasonably practical of all known facts pertinent to such release, threatened release, claim, demand, complain, action, or notice, and shall provide the City with copies of any and all such claims, demands, complaints, notices, or actions so made. If Concessionaire is required, by any Environmental Laws, Environmental Permits, or governmental agency, to file any written notice or report of a release or threatened release of Hazardous Materials on or under the Premises, Concessionaire shall simultaneously provide a copy of such notice or report to the City.

C. Environmental Remediation. Concessionaire shall promptly and timely undertake all necessary steps to remedy and remove at its cost any Hazardous Material, or environmental condition or damage to the extent caused by, or resulting from, the activities, conduct, or presence of Concessionaire of its agents, employees, contractors, independent contractors, sublessees, invitees, licenses, or suppliers at the Premises or Airport, whether resulting from negligent conduct or otherwise ("**Remediation Work**"). Such Remediation Work shall be consistent with remediation standards established by or derived from the appropriated government agency responsible for enforcing Environmental Laws of Environmental Permits. Such Remediation Work shall be performed at Concessionaire's expense. Except in the event of an emergency, such Remediation Work shall be performed after Concessionaire, taking into consideration the circumstances, timely and promptly submits to the City a written plan for completing such Remediation Work and receives the prior approval of the City through notice; provided, however, that the City's approval shall not be unreasonably withheld or delayed (see Section 402 entitled "Surrender Of Possession"). The City expressly reserves the right to review and approve any proposed: remedial investigations, remedial work plans, interim and final remedies, institutional controls, including environmental covenants, or other associated documents prior to submittal to the relevant governmental agencies responsible for enforcing Environmental Laws or Environmental Permits and prior to recording any instrument on the land title. Specific cleanup levels for any Remediation Work by Concessionaire shall be designed to meet and satisfy the requirements of all applicable Environmental Laws and Environmental Permits and be consistent with the commercial use of the Airport, as determined by the governmental agency responsible for enforcing Environmental Laws and Environmental Permits or for establishing cleanup levels. Neither Remediation Work or an ongoing remediation, including any testing or monitoring, nor the use of institutional controls, shall either unreasonably or materially impair or interfere with the City's current and/or future use and enjoyment of its property including the Premises, or that of current and future tenants. The City shall have the right to conduct a reasonable review and inspect all such Remediation Work at any time using consultants and representative of its choice.

- D. Access for Environmental Inspection. Upon reasonable notification to Concessionaire, the City shall have reasonable access to the Premises to inspect the same in order to confirm that Concessionaire is using the Premises in accordance with this Section 1501. Concessionaire shall cooperate fully with any such inspections provided that such inspections shall not unreasonably interfere with Concessionaire's operations. If the City's inspection results in any type of written report, the City shall provide Concessionaire a reasonable opportunity to timely review and comment on a draft of the report. Concessionaire shall provide to the City for its review and comment copies of: any and all notices of alleged non-compliance issued by governmental agencies responsible for enforcing Environmental Laws or Environmental Permits; non-privileged draft official submittals (proposed final drafts) prepared by, or on behalf of, Concessionaire responding to such alleged non-compliance; and any and all consent orders or administrative determinations, whether preliminary or final, issued by such governmental agencies. The City agrees to maintain the confidentiality of the documents produced in accordance with the Subsection to the extent consistent with the City's legal obligations.
- E. Corrective Action by City. If Concessionaire fails to comply with any applicable Environmental Laws or Environmental Permits governing its activities on the Premises, or if Concessionaire fails to conduct necessary Remediation Work in a timely manner as required under the Provisions of this Agreement, the City, as required by applicable Environmental Laws and Environmental Permits, in addition to the rights and remedies described elsewhere herein and any other rights and remedies otherwise available to the City, may enter the Premises and take all reasonable and necessary actions to conduct Remediation Work to remove Hazardous Materials or other contaminants and insure such compliance with such Environmental Laws and Environmental Permits. All Remediation Costs incurred by the City shall be timely paid or reimbursed by Concessionaire within thirty (30) calendar days of the City's written notice. Subsequent to receipt of the City's notice to perform the Remediation Work, the Concessionaire shall not undertake performance of such Remediation Work without the specific prior authorization from the City, Remediation Work, if necessary, shall be performed in accordance with the Provisions of Section 1501.C, but only after first having provided notice to Concessionaire of such failure to comply, and thirty (30) days within which Concessionaire may demonstrate why no such alleged failure is present, or to timely remedy such alleged failure that may be present. If Concessionaire's compliance reasonably requires more than thirty (30) calendar days to complete, the City may enter the Premises and take such reasonable and necessary measures to achieve compliance only upon the Concessionaire's failing to timely begin curing such noncompliance within such thirty (30) day period and to continue diligently working to achieve compliance thereafter.
- F. Review of Environmental Documents. At the reasonable request of the City, Concessionaire shall make available for inspection and copying, at reasonable times, any and all non-privileged documents and materials Concessionaire has prepared pursuant to any applicable Environmental Laws or Environmental Permits, or submitted to any governmental agency, which documents and materials relate to environmental issues, Environmental Laws or Environmental Permits and which pertains to the Airport or the Premises, and which would be discoverable in litigation.
- G. Cumulative Remedies. All remedies of the City as provided herein with regard to environmental pollution, contamination, damage, or any actual or threatened violations of any Environmental Laws or Environmental Permits are deemed to be cumulative in nature. The City's right to indemnification as provided for in this Article XIV shall survive the expiration or early termination of this Agreement.
- H. Pollution Control. In addition to all other requirements of this Agreement, Concessionaire, at its cost, shall manage all its operations at the Premises in compliance with all applicable Environmental Laws, Environmental Permits, and with applicable best management practices outlined and delineated in the Airport's Storm Water Pollution Prevention Plan and Storm Water Management Plan, which shall be provided to Concessionaire at Concessionaire's written request.
- I. Environmental Covenants. Concessionaire will not object to and, if requested by the City, will subordinate any rights it has under this Agreement to an environmental covenant or environmental land use restriction which (i) restricts the use of groundwater underlying the Premises or the Airport; (ii) limits the use of the Premises to nonresidential uses; and/or (iii) restricts access to soil underlying the Premises or the Airport.

IN WITNESS WHEREOF, the parties hereto for themselves, their successors and assigns, have executed this Agreement the day and year last written below.

CONCESSIONAIRE BY:

ATTESTED TO BY:

Title: _____
Date: _____

Title: _____
Date: _____

THE CITY OF ST. LOUIS, MISSOURI, OPERATING LAMBERT-ST. LOUIS INTERNATIONAL AIRPORT®

Pursuant to the City Ordinance No. _____, approved _____. The foregoing Agreement was approved by the Airport Commission at its meeting on the _____ day of _____, 2014.

BY:

Commission Chairman and Date
Director of Airports

The foregoing Agreement was approved by the Board of Estimate and Apportionment at its meeting on the _____ day of _____, 2014.

BY:

Secretary, Date
Board of Estimate and Apportionment

APPROVED AS TO FORM ONLY BY:

COUNTERSIGNED BY:

City Counselor, Date

Comptroller, City of St. Louis Date

ATTESTED TO BY:

Register, Date
City of St. Louis

EXHIBIT "A"
PREMISES

Main Terminal with two locations on one exhibit and East Terminal location on second exhibit.

EXHIBIT "B"
LIVING WAGE BULLETIN

**The City of St. Louis
Lambert-St. Louis International Airport®
Schedule of Fees and Charges**

Effective August 2, 2006

This Schedule of Fees and Charges is hereby established for the use of the Lambert-St. Louis International Airport ("Airport"), its landing field, hangars, and space in buildings located in and on the Airport. The fees and charges established herein shall be applicable to all users of the Airport, unless such activity is expressly governed by the provisions of a contract, lease, or agreement entered into under Section 18.08.060 of the Revised Code of the City of St. Louis.

Landing Fee:*

for aircraft with a gross landed
weight--

less than or equal to 12,500 lbs.: \$7.50

ST. LOUIS LIVING WAGE ORDINANCE
LIVING WAGE ADJUSTMENT BULLETIN
NOTICE OF ST. LOUIS LIVING WAGE RATES
EFFECTIVE APRIL 1, 2013

In accordance with Ordinance No. 65597, the St. Louis Living Wage Ordinance (“Ordinance”) and the Regulations associated therewith, the City Compliance Official for the City of St. Louis has determined that the following living wage rates are now in effect for employees of covered contracts:

- 1) Where health benefits as defined in the Ordinance are provided to the employee, the living wage rate is **\$12.21** per hour (130% of the federal poverty level income guideline for a family of three); and
- 2) Where health benefits as defined in the Ordinance are **not** provided to the employee, the living wage rate is **\$15.92** per hour (130% of the federal poverty level income guideline for a family of three, plus fringe benefit rates as defined in the Ordinance).
- 3) Wages required under Chapter 6.20 of the Revised Code of the City of St. Louis: **\$3.71** per hour.

These rates are based upon federal poverty level income guidelines as defined in the Ordinance and these rates are effective as of **April 1, 2013**. These rates will be further adjusted periodically when the federal poverty level income guideline is adjusted by the U.S. Department of Health and Human Services or pursuant to Chapter 6.20 of the Revised Code of the City of St. Louis.

The Ordinance applies to employers who are covered by the Ordinance as defined in the Ordinance, where the contract or grant is entered into or renewed after the effective date of the Ordinance, which is November 3, 2002. A copy of the Ordinance may be viewed online at <http://www.mwdbe.org/livingwage> or obtained from:

City Compliance Official
Lambert-St. Louis International Airport®
Certification and Compliance Office
P.O. Box 10212
St. Louis, Mo 63145
(314) 426-8111

Dated: February 12, 2013

Approved: March 12, 2014