

ORDINANCE #65881
Board Bill No. 27

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 a Space Permit NO. AL-109 (the "Permit") at Lambert-St. Louis International Airport (the "Airport") between the City and American Airlines Federal Credit Union (the "Permittee"), granting to the Permittee, subject to the terms, covenants, and conditions of the Permit, certain rights and privileges in connection with the occupancy and use of the Space, which is defined and more fully described in Section 1 of the Permit that was approved by the City's Airport Commission and the City's Board of Estimate and Apportionment and is attached hereto as **ATTACHMENT "A"** and is incorporated herein; and containing 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 a Space Permit NO. AL-109 (the "Permit") at Lambert-St. Louis International Airport (the "Airport") between the City and American Airlines Federal Credit Union (the "Permittee"), granting to the Permittee, subject to the terms, covenants, and conditions of the Permit, certain rights and privileges in connection with occupancy and use of the Space, which is defined and more fully described in Section 1 of the Permit that was approved by the City's Airport Commission and the City's Board of Estimate and Apportionment and is to read in words and figures as set out in **ATTACHMENT "A"**, which is attached hereto and is incorporated herein.

SECTION TWO. 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.

LAMBERT-ST. LOUIS INTERNATIONAL AIRPORT



AMERICAN AIRLINES FEDERAL CREDIT UNION
SPACE PERMIT NO. AL-109

AIRPORT NUMBERAL-109.....

LAMBERT-ST. LOUIS INTERNATIONAL AIRPORT
SPACE PERMIT
(CREDIT UNION FACILITY)

The City of St. Louis ("City") hereby grants to American Airlines Federal Credit Union, ("Permittee") permission to occupy and use the space ("Space") described below at Lambert-St. Louis International Airport ("Airport") under the terms and conditions of this Space Permit ("Permit").

Section 1. SPACE. The Space for which occupancy and use is granted is shown on the attached Exhibit "A" (which is incorporated herein) and is more fully described as 1,707 sq. ft., Upper Level, East Connector. City may relocate, add, substitute or delete portions of the Space at its sole option as may be reasonably required in the opinion of the Director of Airports. Such changes will be made at the sole expense of Permittee and City will not be liable or responsible for any loss whatsoever including without limitation any inconvenience or loss by Permittee of work time, profit or business resulting from such changes.

Permittee accepts the Space "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 agents or representatives. City without limitation expressly disclaims and negates, as to the Space: a) any implied or expressed warranty of merchantability, b) any implied or expressed warranty for a particular purpose, and c) any implied warranty with respect to the Space or any portion thereof.

Section 2. USE. The Space is to be used only as a credit union facility. This Permit does not grant the use of any parking area by Permittee unless specifically granted.

All deliveries to or pick-ups from the Airport Terminal Building by Permittee or its agents will be through the dock at the west end of the lower level.

The sale of any goods and/or services to the public is expressly limited to those services reasonably necessary to the operation of a credit union facility. Violation of this restriction may result in termination of this Permit in the manner provided in Section 35 hereof.

Section 3. ACCESS. Subject to the terms, covenants and conditions of this Permit, Permittee has the right of free access, ingress to and egress from the Space, for Permittee's employees, agents, guests, members, patrons, and invitees.

Section 4. TERM. The term of this Permit shall begin on April 1, 2003 and shall end on March 31, 2009 unless sooner terminated in accordance with other provisions of this Permit.

Permittee and City may mutually terminate this Permit without cause by giving 90 days written notice to City by Permittee and to Permittee by City with no liability to either party and such termination shall be deemed a no fault cancellation.

Section 5. SURRENDER OF POSSESSION. No notice to quit possession at the expiration date of the term of this Permit shall be necessary. Permittee covenants and agrees that at the expiration date of the term of this Permit, or at the earlier termination hereof, it will peaceably surrender possession of the Space in good condition as that existing at the time of Permittee's initial entry upon the Space under this Permit or any preceding permits, reasonable wear and tear, acts of God, and other casualties excepted, and City shall have the right to take possession of the Space with or without due process of law.

Section 6. RENTAL PAYMENTS. Permittee shall pay in advance to City a monthly rental of \$4,106.76. All payments shall be paid on or before the first day of each month of the term of this Permit.

Rental rates will be revised on July 1, or other date as the Director of Airports may specify, of each year of the term of this Permit. Permittee shall pay a per square foot rental rate that shall be equal to the non-signatory airline per square foot rental rate as computed by City.

Permittee shall further pay to City an amount equal to 50% (fifty percent) of each Automated Teller Machine ("ATM") transaction surcharge ("Percentage Fee") for the preceding month to be paid on or before the 15th day of the second and each succeeding month of this Permit.

Payments to City shall be made at the Office of the Director of Airports at the Airport, or at such other place in the City of St. Louis, Missouri as City may hereafter notify Permittee and shall be made in legal tender of the United States.

Section 7. UNPAID FEES. All unpaid rent and fee payments due City hereunder shall bear a service charge of 1½% per month if same is not paid and received by City on or before the 30th of the month in which said payments are due, and Permittee agrees that it shall pay and discharge all costs and expenses including, without limitation, attorneys' fees and litigation cost incurred or expended by City in collection of said delinquent amounts due including services charges.

Section 8. REPORTS.

A. Permittee shall submit to City by the 15th day of the second and each succeeding month of the term hereof, two copies of an accurate statement of ATM activity. This statement must separately total number of transactions, transactions subject to a surcharge, and gross surcharge revenue. It must also include a summary of the different types of transaction services and be certified as accurate by an officer of Permittee. The final statement will be due by the 15th day of the month following expiration, or at the earlier termination hereof, of this Permit. City reserves the right without limitation to use these statements as a source of information to Bidders in a future solicitation for Bids for ATM and/or financial service concessions.

- B. Permittee shall submit to City, annually, one copy of a report listing the total number of transactions, transactions subject to a surcharge, and the gross surcharge revenue for each of the six (6) consecutive twelve-month periods commencing on the first day of the term of this Permit ("Contract Year"). The report must include an annual summary of the different types of transaction services, be prepared by and certified as accurate by an independent Certified Public Accountant, the calculation of the total amount payable to City based upon accumulated gross surcharge revenue for the Contract Year and the Percentage Fee, and be submitted within 120 days following the conclusion of each Contract Year. The report shall also include a schedule showing the total of actual payments to City during the Contract Year and shall state an opinion as to the correctness of the computation of gross surcharge revenue without exception.

If through such report, it is established that additional fees are due City, Permittee shall pay such additional fees to City not later than fifteen (15) days after completion of such statement and receipt of written notice from the Director. If it is established that Permittee has overpaid City, then such overpayment from Permittee shall be credited to the fees and charges next thereafter due from Permittee or paid to Permittee after the last Contract Year.

Section 9. AUDIT. City or its designated agent reserves the right to audit Permittee, its contractors, subcontractors, agents, books, records, and receipts for the purpose of verifying the gross surcharge revenue hereunder. The City will provide Permittee reasonable notice of such audit. If as a result of such audit(s), it is established that additional fees or charges are due the City, the Permittee shall pay such fees or charges to the City not later than fifteen (15) days after completion of such audit and issuance of written notice by the Director of Airports. If the results of the audit(s) reveal a discrepancy of more than five percent (5%) between gross surcharge revenue reported by Permittee and gross surcharge revenue determined by the audit(s), the cost of the audit(s) shall be borne by Permittee.

Section 10. PRICING. Permittee shall not charge a fee or surcharge, for any ATM service, that is greater than or less than the fees and surcharges Permittee is charging at the majority of Permittee's other ATM locations. Permittee agrees to ensure that prices for all services offered are attractive to the public and closely parallel prices for comparable services at Permittee's other facility locations.

Section 11. ADDITIONAL FEES, CHARGES AND RENTALS. Permittee shall pay additional fees, charges and rentals under the following conditions:

- A. If City has paid any sum or sums or has incurred any obligation or expense for which Permittee has agreed to pay or reimburse City for, or
- B. 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 Permittee to perform or fulfill any of the terms, covenants or conditions of this Permit.

Such payments shall 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 the fees, charges and rental thereafter due hereunder. Each and every part of such payment shall be recoverable by City in the same manner and with like remedies as if it were originally a part of the basic fees, charges and rentals, as set forth herein.

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

Section 12. PROMPT PAYMENTS OF TAXES AND FEES. Permittee warrants, covenants and agrees to pay promptly all lawful general 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, and further warrants, covenants and agrees not to permit any of said taxes, assessments, fees and charges to become delinquent.

Section 13. MECHANICS' AND MATERIALMEN'S LIENS. Permittee agrees not to permit any mechanics' or materialmen's lien or any other lien to be foreclosed upon the Space or any part or parcel thereof, or the improvements thereon, by reason of any work or labor performed or materials furnished by any mechanic or materialman or for any other reason.

Section 14. CONSTRUCTION BY PERMITTEE. Permittee shall improve the Space generally in accordance with the Tenant

Construction or Alteration Application ("TCA") submitted by Permittee designated by City as TCA No. 03-016. Permittee shall revise and resubmit the TCA along with the associated plans and specifications as necessary to incorporate any and all changes required by the Director of Airports. In conjunction with TCA No. 03-016 and any and all subsequent improvements, alterations, and modifications, Permittee will submit to the Director of Airports detailed plans and specifications for all improvements to and equipping of the Space. Permittee will not begin any work until it receives the approval of its plans and specifications from the Director of Airports. Any changes in the plans or specifications after approval will require resubmission and reapproval.

Permittee will provide the Director of Airports with a copy of all applicable permits as required by local municipalities prior to beginning any construction or alterations.

Upon the completion of the improvements hereunder, Permittee shall submit to the Director of Airports 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 Permittee.

Permittee will provide the Director of Airports within 30 days of completion or occupancy of any construction or modification to the Space, reproducible as-built drawings on either Mylar or Sepia Mylar base, and in an electronic format acceptable to City.

Title to the Space and all improvements, safes and ATM machine(s) hereby excepted, constructed or placed in or on the Space by the Permittee including all alterations, modifications and enlargements thereof shall become part of the Space with title vesting in the City upon the expiration or earlier termination of this Permit, except that City reserves the right and Permittee agrees that the Director of Airports may require Permittee to remove any or all improvements and structures and restore the Space to their original condition. Permittee agrees to bear all costs of such removals and restorations.

Section 15. CONTRACTOR'S LIABILITY INSURANCE. In any contract appertaining to improving and equipping the Space, Permittee shall require the contractor to cause 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, with bodily injury limits of not less than \$2,000,000 as to any one person and \$2,000,000 as to any one occurrence, and with property damage limits of not less than \$2,000,000 as to any one occurrence. Said insurance shall be in a form acceptable to City.

Section 16. PERFORMANCE AND PAYMENT BONDS. Permittee shall require each of its contractors and suppliers of construction materials to furnish Performance and Payment Bonds 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. Copies of the bonds shall be given to City for approval before work begins. Any sum or sums derived from said Performance 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 17. SIGNS. Permittee agrees that no signs or advertising displays shall be placed on, painted on or erected in any manner upon the areas of the Space exposed to the public without prior written approval of the Director of Airports and that such signs shall conform to reasonable standards established by said Director of Airports with respect to wording, type, size, design, color and location.

Section 18. COMPLIANCE WITH LAWS AND REGULATIONS. Permittee shall comply with all Rules and Regulations which the Director of Airports may establish from time to time. In addition, Permittee warrants, represents, and agrees that it 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 Space or to any adjoining public ways, as to the manner of use or the condition of the Space or of adjoining public ways, or its operations in the Space.

Section 19. SECURITY PLAN AND FACILITIES. Permittee hereby acknowledges that City is required by Federal Aviation Regulations, Part 107, to adopt and put into use facilities and procedures designed to prevent and deter persons and vehicles from unauthorized access to air operations areas. City has met said requirements by developing a master security plan for the Airport, and Permittee covenants and agrees to be fully bound by and immediately responsive to the requirements of the plan in connection with Permittee's exercise of the privileges granted to Permittee hereunder. Permittee will promptly (within 30 days of the City's request) reimburse City for all fines or penalties imposed upon City by the FAA resulting from Permittee's negligence or failure to act in relation to Part 107.

Section 20. REPAIRS AND MAINTENANCE. Permittee will provide and pay for all repairs and maintenance of the Space,

except the following which shall be the responsibility of City:

- A. The structural components of the building.
- B. The utility system to, but not within, the Space 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.

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

- A. Perform custodial services daily.
- B. Keep all its equipment and fixtures in good repair and appearance.
- C. Keep the Space free from all fire and other hazards to persons and property and furnish and maintain adequate portable fire protection equipment.
- D. Repair all damage to the Space and the Airport when such damage results from the careless or negligent acts of Permittee or Permittee's employees or agents.
- E. Provide for complete, sanitary handling and disposal of all trash, garbage and refuse (liquid or solid) in accordance with standards established by the Director of Airports applicable to all Airport tenants. Such standards may require the use of special devices including, but not limited to, special containers, compactors and disposal systems. Permittee agrees to promptly provide and install same and to abide by such standards.
- F. Confine all handling and holding of Permittee's property to the Space.
- G. Keep all papers and debris picked up daily from the Space.
- H. Keep the Space free of all pests, providing such pest control services as required.
- I. No storage will be permitted on the exterior areas of the Space.

Section 21. RIGHT TO ENTER, INSPECT AND MAKE REPAIRS. City and its authorized officers, employees, agents, contractors, subcontractors and other representatives shall have the right (at such times as may be reasonable under the circumstances and with as little interruption of Permittee's operations as is reasonably practicable) to enter upon and in the Space for the following purposes:

- A. To inspect such Space to determine whether Permittee has complied and is complying with the terms, covenants and conditions of this Permit.
- B. To perform maintenance and make repairs in any case where Permittee is obligated, but has failed to do so, after City has given Permittee notice so to do, in which event Permittee shall reimburse City for the cost thereof plus a charge of 15% for overhead promptly upon demand.
- 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, studies, and assessments during normal business hours.

Section 22. UTILITIES. Permittee will provide and pay all utilities it requires. City shall not be liable to Permittee for any damages, cost, or losses of any kind whatsoever due to the interruption of any utility services, or any delay in the supplying or furnishing of any utility service.

Section 23. INTERFERENCE WITH AIR NAVIGATION. Permittee 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 Space. Any obstructions will be immediately removed by Permittee at its expense. Permittee warrants, represents, and 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. Permittee further warrants, represents, and agrees not to install any structures, objects, machinery or equipment that would interfere with operation of navigation aides 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 24. LIABILITY INSURANCE. Permittee, will obtain, at its sole expense and at all times during the term of this Permit, liability insurance, 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 of Permittee, its officers, agents, employees, contractors, subcontractors, licensees, independent contractors and invitees pursuant to this Permit on the Airport under the following types of coverage:

- A. Comprehensive General Liability;
- B. Comprehensive Automobile Liability (any vehicles, including hired and non-owned vehicles).

The minimum limits of coverage for the above classes of insurance shall equal a combined single limit of \$2,000,000 comprised of such primary and excess policies of insurance as Permittee finds it feasible to purchase during the term of this Permit.

Insofar as said insurance provides protection against liability for damages to a third party for bodily injury, death and property damage, City and its Board of Aldermen, Airport Commission, officers, agents and employees shall be named as "Additional Insured". Such liability insurance coverage shall also extend to damage, destruction and injury to City-owned or leased property and City personnel, and caused by or resulting from work, acts, operations, or omissions of Permittee, its officers, agents, employees, contractors, subcontractors, licensees, independent contractors and invitees. In addition such insurance shall include contractual liability insurance sufficient to cover Permittee's indemnity obligation hereunder. City, its officers, employees and agents shall have no liability for any premiums charged for such coverage, and the inclusion of City and its Board of Aldermen, Airport Commission, officers, employees and agents as Additional Insured is not intended to, and shall not, make City, its officers, employees and agents a partner or joint venture partner with Permittee in its operations hereunder.

Section 25. PROPERTY INSURANCE. Permittee will provide fire, lightening, extended coverage, and other related insurance coverages for the Space and all of its improvements and equipment or property existing or subsequently installed within the Space.

Section 26. WORKERS' COMPENSATION. Permittee at a minimum will obtain, at its sole expense and at all times during the term of this Permit for its employees working on Airport Premises Workers' Compensation insurance coverage at least at the statutory limits applicable to Permittee's operations in the State of Missouri.

Section 27. WAIVER OF SUBROGATION. Permittee, on behalf of itself and its insurers, hereby waives any claim or right of recovery from City, its Board of Aldermen, Airport Commission, officers, employees and agents for loss or damage to Permittee or its property or the property of others under Permittee's control, to the extent that such loss is covered by valid insurance policies or could be covered by an "All Risk" physical damage property insurance policy. Permittee shall provide notice of this waiver of subrogation to its insurers.

Section 28. EVIDENCE OF INSURANCE. Certificates, or other evidence of insurance coverage and special endorsements required of Permittee in this Article, shall be delivered to the Director of Airports in form and content satisfactory to City.

At least 15 days prior to the expiration of any such policy, Permittee shall submit to the Director of Airports a certificate showing that such insurance coverage has been renewed. If such coverage is canceled or reduced, Permittee shall within 15 days after the date of such written notice from the insurer of such cancellation or reduction in coverage, file with the Director of Airports, a certificate showing that the required insurance has been reinstated or provided through another insurance company or companies.

All policies of insurance herein shall be in a form and in a company or companies approved by City, and qualified to do insurance business in the State of Missouri. Each such policy shall provide that the policy may not be materially changed, altered or canceled

by the insurer during its term without first giving 30 days notice to the Director of Airports. Each such insurance policy shall also provide primary coverage to the City when any policy issued to the City provides duplicate or similar coverage and in such circumstances the City's policy will be excess over Permittee's policy.

Section 29. INDEMNIFICATION. Permittee shall protect, defend, and hold St. Louis County, the City, its Board of Aldermen, Airport Commission, officers, agents and employees completely harmless from and against any and all liabilities, losses, suits, claims, judgments, fines or demands arising by reason of injury or death of any person or damage to 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 whatsoever arising out of or incident to this Permit and/or the use or occupancy of the Space or the acts or omissions of Permittee's officers, agents, employees, contractors, subcontractors, licensees, independent contractors or invitees regardless of where the injury, death, or damage may occur, unless such injury, death or damage is caused by the sole negligence of the City. The Director of Airports or his/her designee shall give to Permittee reasonable notice of any such claims or actions. The Permittee shall also use counsel reasonably acceptable to the City Counselor of the City or his/her designee, after consultation with the Director of Airports or his/her designee in carrying out its obligations hereunder. The provisions of this section shall survive the expiration or early termination of this Permit.

Section 30. OCCUPANCY OF SPACE. Permittee agrees that it will not permit any act of omission or commission or condition to exist on the Space which would increase the premium rate of insurance thereon or on the terminal or invalidate any such insurance.

Section 31. ASSIGNMENT AND SUBLETTING. Permittee shall not assign this Permit. Permittee shall not sublet the Space or any portion thereof.

Section 32. NOTICE. Except as herein otherwise expressly provided, all notices required to be given to City hereunder shall be in writing and shall be sent by certified mail, return receipt requested, addressed to the Director of Airports, St. Louis Airport Authority, 10701 Lambert International Boulevard, St. Louis, MO, 63145, with a copy to the Airport Properties Manager at the same address. All notices, demands, and requests by City to Permittee shall be sent by certified mail, return receipt requested, addressed to American Airlines Federal Credit Union, Mail Drop 2100, P.O. Box 619001, DFW Airport, Texas 75261.

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 Permittee or said Director.

Section 33. CITY'S RIGHT TO TERMINATE PERMIT BY REASON OF DEFAULT. City, acting by and through its Director of Airports, may declare this Permit terminated in its entirety, in the manner provided in Section 35 hereof, upon the happening of any one or more of the following events:

- A. If the fees, charges, or other money payments which Permittee 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 Permit, Permittee 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 Permit an order, judgment or decree shall be entered by any court of competent jurisdiction, or the application of a creditor, adjudicating Permittee a bankrupt or insolvent, or approving a petition seeking a reorganization of Permittee, and such order, judgment or decree shall continue unstayed and in effect for any period of 90 consecutive days.

- C. If Permittee shall have failed in the performance of any term, covenant or condition herein required to be performed by Permittee.

On the date set forth in the notice of termination, the term of this Permit and all right, title and interest of Permittee shall expire, except as otherwise provided in Section 35 hereof.

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

Section 34. PERMITTEE'S RIGHT TO TERMINATE PERMIT BY REASON OF DEFAULT. Permittee, at its option, may declare this Permit terminated in its entirety, in the manner provided in Section 35 hereof for the following causes:

- A. If a court of competent jurisdiction issues an injunction or restraining order against City preventing or restraining the use of the Airport for Airport purposes in its entirety or substantial entirety.
- B. If City shall have abandoned the Airport for a period of at least 60 days and shall have failed to operate and maintain the Airport in such manner as to permit landings and takeoffs of airplanes.
- C. In the event of destruction of all or a material portion of the Airport or the Airport facilities, or in the event that any agency or instrumentality of the United States Government or any state or local government shall occupy the Airport or a substantial part thereof, or in the event of military mobilization or public emergency wherein there is a curtailment, either by executive decree or legislative action, of normal civilian traffic at the Airport continuing for a period in excess of 60 days.
- D. If City shall have failed in the performance of any term, covenant or condition within the control of City and herein required to be performed by City.

Section 35. PROCEDURES FOR TERMINATION. No termination declared by either party shall be effective and unless and until not less than 30 days have elapsed after notice by either party to the other specifying the date upon which such termination shall take effect, and the cause for which this Permit is being terminated and no such termination shall be effective if such cause of default by its nature cannot be cured within such 30 day period, and if the party at default commences to correct such default within said 30 days and corrects the same as promptly as is reasonably practicable.

In the event that suit shall be instituted by City upon the default of payment of charges and fees as provided herein, then Permittee agrees also to pay, without limitation, reasonable attorneys' fees, court costs and expenses.

Section 36. RIGHTS CUMULATIVE. It is understood and agreed that the rights and remedies of City and Permittee specified in Sections 33, 34 and 35 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.

Section 37. CONDITIONS OF DEFAULT. This Permit shall be considered in default when Permittee fails to fulfill any term, covenant or condition of this Permit.

Section 38. NON-DISCRIMINATION AND AFFIRMATIVE ACTION PROGRAM.

- A. Permittee 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, national origin or ancestry, discriminate or permit discrimination against any person or group of persons in a manner prohibited by Part 21 of the Federal Aviation Regulations of the Office of the Secretary of Transportation. Permittee hereby agrees that its Space shall be posted to such effect as required by such regulation.
- B. Permittee agrees that in performing under this Permit, 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, national origin or

- ancestry. Permittee will take affirmative action to insure that applicants are employed and that employees are treated fairly without regard to race, creed, color, religion, sex, national origin or ancestry. 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. Permittee will in all printed or circulated solicitations or other advertisement or publication for employees placed by or on behalf of Permittee state that all qualified applicants shall receive meaningful consideration for employment without regard to race, creed, color, religion, sex, national origin or ancestry. All advertisements or solicitations for applicants for employment must contain the phrase "An Equal Opportunity Employer". Permittee 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, national origin or ancestry.
- D. Permittee agrees that should it be determined by Permittee 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 10 days of such determination, as to the steps to be taken by Permittee to achieve the provisions of it program.
- E. Permittee 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. Permittee 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 Permittee 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 Permit.
- G. Whenever Permittee 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, Permittee shall notify the City Counselor in writing of such suit or threatened suit within 10 days.
- H. In event of Permittee's noncompliance with nondiscrimination clauses of this Permit, or to furnish information or permit its books, records and account to be inspected within 20 days from date requested, this Permit may be canceled, terminated or suspended, in whole or in part, and Permittee may be declared ineligible for further City contracts for a period of one year by option of City, provided, further, if this Permit is canceled, terminated or suspended for failure to comply with fair employment practices, Permittee shall have no claims for any damages or loss of any kind whatsoever against City.
- I. Permittee will establish and maintain for the term of this Permit an affirmative action program according to the Mayor's Executive Order on Equal Opportunity in Employment and City reserves the right to take such action as the City of St. Louis and the United States Government may direct to enforce the above covenants.
- J. Permittee 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, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. Permittee 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. Permittee assures that it will require that its covered suborganizations provide assurances to the Lessor 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.

Section 39. NO PERSONAL LIABILITY. No Alderman, Commissioner, Director, officer, employee or other agent of either party shall be personally liable under or in connection with this Permit.

Section 40. FORCE MAJEURE. Neither City nor Permittee shall be deemed in violation of this Permit, if it is prevented from performing any of the obligations hereunder by reason of strikes, boycotts, labor disputes, embargoes, shortage of material, acts of God, acts of the public enemy, act of superior governmental authority, weather conditions, riots, rebellion, or sabotage, or any other circumstances for which it is not responsible and for which are not within its control.

Section 41. QUIET ENJOYMENT. Subject to the terms, covenants and conditions of the Permit, City covenants that Permittee on paying the rentals and otherwise performing its covenants and other obligations hereunder, shall have quiet and peaceable possession of the Space.

Section 42. GOVERNING LAW. This Permit shall be deemed to have been made in, and be construed in accordance with the laws of the State of Missouri and is subject to the City's Charter and ordinances.

Section 43. WITHOLDING REQUIRED APPROVALS. Whenever the approval of the City, or the Director of Airports, or of Permittee is required herein, no such approval shall be unreasonably requested or withheld.

Section 44. WAIVERS. No waiver of default by either party of any of the terms, covenants and conditions hereto to be performed, kept and observed by the other party shall be construed as, or operate as, a waiver of any subsequent default of any of the terms, covenants or conditions herein contained to be performed, kept and observed by the other party. Any such waiver must be in writing and signed by the party waiving.

Section 45. PREVAILING WAGE. Permittee shall, as a condition of the Permit, include in all service contracts pertaining to the Space 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 in accordance with and is subject to City of St. Louis Ordinance No. 62124.

Section 46. INVALID PROVISIONS. In the event any term, covenant, condition or provision herein contained is held to be invalid by a court of competent jurisdiction, the invalidity of any such term, covenant, condition or provision shall in no way affect any other term, covenant, condition or provision herein contained, provided the invalidity of any such term, covenant, condition or provision does not materially prejudice either City or Permittee in its respective rights and obligations contained in the valid terms, covenants, conditions and provisions of this Permit.

Section 47. SUCCESSORS AND ASSIGNS. All of the terms, provisions, covenants, stipulations, conditions and considerations of this Permit shall extend to and bind the legal representatives, successors, sublessees and assigns of the respective parties hereto.

Section 48. 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 49. AGREEMENTS WITH THE UNITED STATES. This Permit is subject and subordinate to the provisions of any agreements heretofore made between City and the United States, relative to the operation or maintenance of the Airport, the execution of which has been required as a condition precedent to the transfer of Federal rights or property to City for Airport purposes, or to the expenditure of Federal funds for the extension, expansion, or development of the Airport, including the expenditure of Federal funds for the development of the Airport in accordance with the provisions of the Airport and Airway Development Act as it has been amended from time to time.

Section 50. 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; Permittee agrees to consent to such reasonable amendments, modifications, revisions, supplements, deletions of any of the terms, conditions, or requirements of this Permit, as may be reasonably required to enable City to obtain said Federal Aviation Administration funds, provided that in no event shall such changes substantially impair the right of Permittee hereunder.

Section 51. AMERICANS WITH DISABILITIES ACT (ADA). Permittee shall be responsible for compliance with the Federal ADA, plus any State laws and City Ordinances pertaining to the disabled individual having access to Permittee's services.

Section 52. ADVERTISING. Permittee shall have no right to use the trademarks, symbols, trade names or name of the Airport or Space, either directly or indirectly, in connection with any production, promotion service or publication without the prior written consent of the Director of Airports.

The foregoing Permit was approved in substance by the Board of Estimate and Apportionment at its meeting on the _____ day of _____, _____.

Secretary,
Board of Estimate & Apportionment

Date

AMERICAN AIRLINES FEDERAL CREDIT UNION

BY: _____

Title: _____

Date: _____

Approved: June 12, 2003

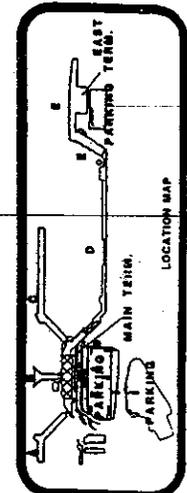
ORDINANCE NO. 65881 - AIRPORT SPACE PERMIT - LEASE EXHIBIT "A" American Airlines Federal Credit Union

Airport Space Permit

Location	Level	Area/sqft	Sub Total	Location	Level	Area/sqft	Sub Total
Main Terminal	Upper Level / Ticket.	-	-	D Gates	Mid Level / Concourse	-	-
	Mid Level / Bag. C.	-	-		Lower Level / Apron	-	-
	Lower Level / Bag. M.	-	-		Protected Pavement	-	-
Terminal Expansion	Curb Side / Ticketing Drive	-	-	East Connector	Metro Link Level	-	-
	Bag Claim Drive	-	-		Upper Level / Ticket.	1707	1707
	Upper Level / Ticket.	-	-		Mid Level / Bag. C.	-	-
A Gates	Mid Level / Bag. C.	-	-	East Terminal E Gates	Lower Level / Bag. M.	-	1707
	Lower Level / Bag. M.	-	-		Mid Level / Concourse	-	-
	Mid Level / Concourse	-	-		Lower Level / Apron	-	-
B Gates	Lower Level / Apron	-	-	International Area	Mid Level / Concourse	-	-
	Mid Level / Concourse	-	-		Lower Level / Apron	-	-
	Lower Level / Apron	-	-		Shops Bldg.	-	-
C Gates	Tower/ Roof	-	-	Airline Services Bldg.	-	-	
	Mid Level / Concourse	-	-	Airline Services Bldg. 2	-	-	
	Lower Level / Apron	-	-				
C Gates Extension	Upper Level	-	-				
	Mid Level / Concourse	-	-				
	Lower Level / Apron	-	-				
				AAFCU Total Area = 1707 SF			

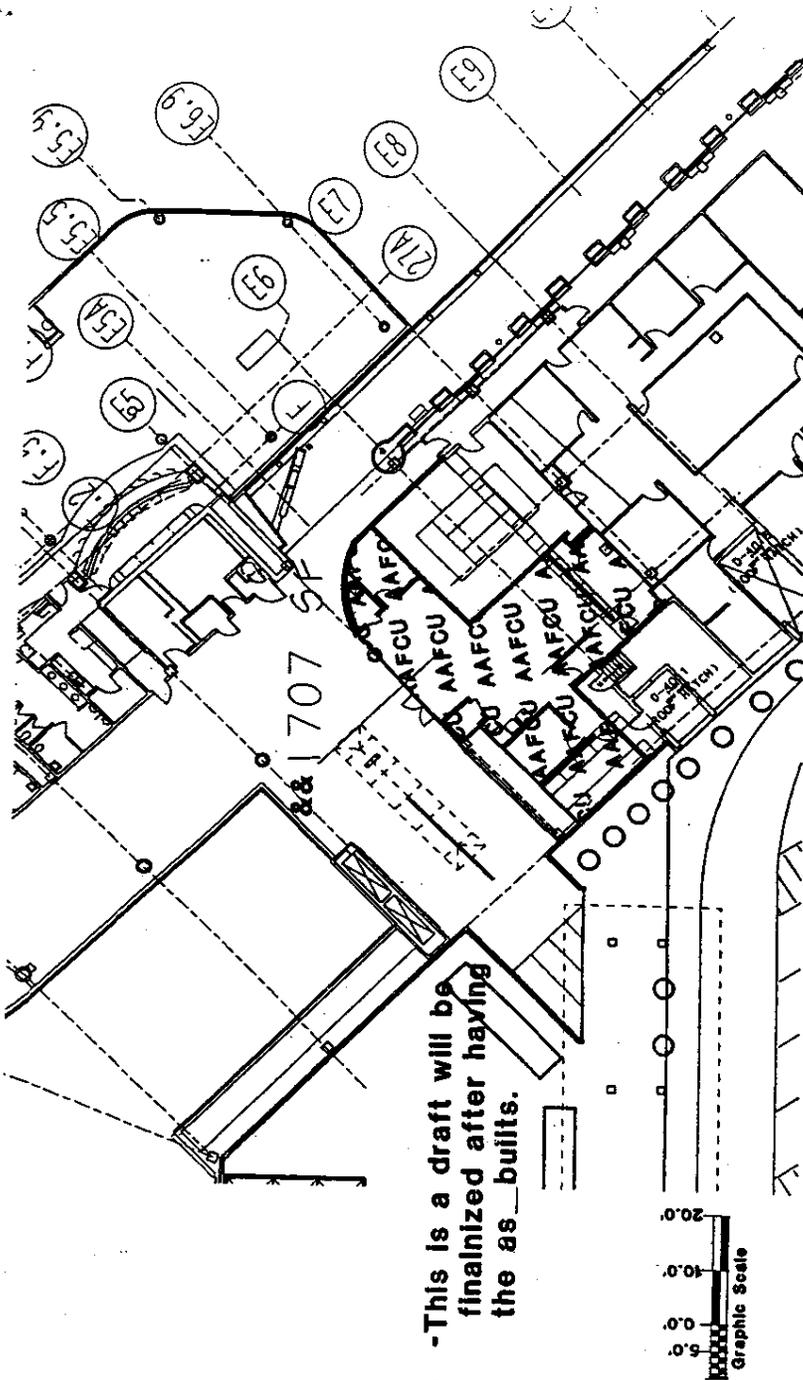
65881

LEASE EXHIBIT A
 TENANT: American Airlines Federal Credit Union
 DATE: 02/12/2003
 SHT. 1 OF 2

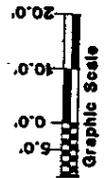


ORDINANCE NO. 65881 - AIRPORT SPACE PERMIT - LEASE EXHIBIT "A" American Airlines Federal Credit Union

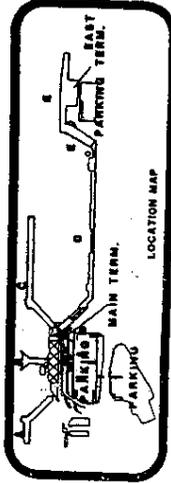
Airport Space Permit



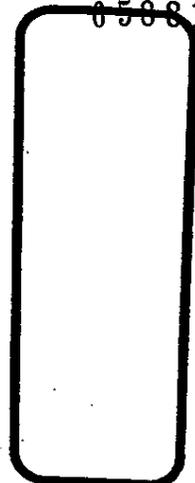
&& - This is a draft will be finalized after having the as_built.



EAST CONNECTOR Upper Level/ Ticket.



LEASE EXHIBIT A
 TENANT American Airlines Federal Credit Union
 DATE: 02/10/2003 SHT. 2 OF 2



05881