

ORDINANCE #67507
Board Bill No. 76

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 Space Permit (Shirt Room) AL-018 with a term ending January 31, 2013 (the "Permit") at Lambert-St. Louis International Airport® (the "Airport") between the City and Paradies-Concession II-Arch, Inc. (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 "1"** and is incorporated herein; 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 Space Permit (Shirt Room) AL-018 with a term ending January 31, 2013 (the "Permit") at Lambert-St. Louis International Airport® (the "Airport") between the City and Paradies-Concession II-Arch, Inc. (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 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, conditions, and 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 the court of competent jurisdiction, such holding shall not invalidate the remaining sections, conditions, or provisions of this Ordinance.

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 its approval by the Mayor of the City.

LAMBERT-ST. LOUIS INTERNATIONAL AIRPORT®



PARADIES-CONCESSION II-ARCH, INC.

**Space Permit
(Shirt Room)**

AL#-018

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AL#-018

LAMBERT-ST. LOUIS INTERNATIONAL AIRPORT®
SPACE PERMIT

The City of St. Louis ("City") hereby grants to Paradies-Concessions II-Arch, Inc. ("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

PREMISES

101. 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 1,674 square feet, **Red Level of the Short Term Parking Garage, West Terminal**. The 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 ("**Director**"). Such changes will be made at the sole expense of Permittee, and the 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. The 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 or expressed warranty with respect to the Space or any portion thereof.

102. USE. The Space is to be used only as **Storage Space**, subject to and in accordance with the terms, covenants and conditions of this Permit. 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 buildings by Permittee or its agents will be through the West Terminal delivery dock at the west end of the lower level; or the East Terminal delivery dock at the east end of the lower level.

No sale of any goods or services to the public or to employees of any Airport tenant, **other than employees of Permittee and/or immediate family members of employees of Permittee**, is authorized. Violation of this restriction may result in immediate termination of this Permit.

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

SECTION 2

TERM

201. TERM. The term of this Permit shall begin on August 1, 2007 and end on January 31, 2013 unless sooner terminated in accordance with other provisions of this Permit.

The City or Permittee may terminate this Permit without cause by giving thirty (30) days notice to the other party with no liability to the terminating party and such termination shall be deemed a no fault cancellation.

202. 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 as 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 the City shall have the right to take possession of the Space with or without due process of law.

SECTION 3

FEES & RENTALS

301. SPACE RENTAL PAYMENT. Permittee shall pay in advance to City a monthly rental fee of:

\$824.51 for the period 8/1/2007 – 7/31/2008;
\$849.24 for the period 8/1/2008 – 7/31/2009;
\$874.72 for the period 8/1/2009 – 7/31/2010;
\$900.96 for the period 8/1/2010 – 7/31/2011;
\$927.98 for the period 8/1/2011 – 7/31/2012;
\$477.90 for the period 8/1/2012 – 1/31/2013.

All payments shall be paid on or before the first day of each month of the term of this Permit as invoiced by City.

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 attorneys' fees and litigation cost incurred or expended by City in collection of said delinquent amounts due including service charges.

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

- A. If the City has paid any sum or sums or has incurred any obligation or expense for which Permittee has agreed to pay or reimburse the City for, or
- B. If the 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 the 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 the 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.

303. PROMPT PAYMENT 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 4

IMPROVEMENTS & ALTERATIONS

401. MECHANICS' AND MATERIALMEN'S LIENS. Permittee agrees not to permit any mechanics' or materialmen's 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.

402. CONSTRUCTION BY PERMITTEE. Permittee may improve the Space subject to written approval of the Director. Permittee will submit to the Director detailed plans and specifications for all improvements to and equipping of the Space prepared in accordance with the Tenant Design Standards issued by Lambert-St. Louis International Airport®. Permittee will not begin any work until it receives the approval of its plans and specifications from the Director. Any changes in the plans or specifications after approval will require resubmission.

Permittee will provide the Director 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 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, within thirty (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 the City.

Title to the Space and all Improvements 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 the City reserves the right and Permittee agrees that the Director may require Permittee to remove any or all improvements and structures and restore the Space to its original condition. Permittee agrees to bear all costs of such removals and restorations.

403. CONTRACTOR'S LIABILITY INSURANCE. In any contract appertaining to improving and equipping the Space, Permittee shall require the contractor to cause the 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 the 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 two million dollars (\$2,000,000.00) as to any one person, and two million dollars (\$2,000,000.00) as to any one occurrence, and with property damage limits of not less than two million dollars (\$2,000,000.00) as to any one occurrence. Said insurance shall be in a form acceptable to the City.

404. PERFORMANCE AND PAYMENT BONDS. Permittee shall require each of its contractors and suppliers of construction materials to furnish a Performance Bond and a Payment Bond each in the full amount of any contract in a form acceptable to the City. The Payment Bond shall comply with the coverage requirements and conditions of Section 107.170 RSMo (Revised Statutes State of Missouri). Copies of the bonds shall be given to the 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.

405. 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 and that such signs shall conform to reasonable standards established by said Director with respect to wording, type, size, design, color and location.

SECTION 5

USE OF PREMISE

501. COMPLIANCE WITH LAWS AND REGULATIONS. Permittee shall comply with all Rules and Regulations which the Director may establish from time to time. In addition, Permittee 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.

502. 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 the City:

- A. The structural components of the building.
- B. The utility system to the point of Permittee's connection to the utility system, 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 agents or employees.
- 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 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.

503. RIGHT TO ENTER, INSPECT AND MAKE REPAIRS. The City and its authorized officers, agents, employees, 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 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 the City has given Permittee notice to do so, in which event Permittee shall reimburse the 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.

504. UTILITIES. Permittee may access the City's heated and conditioned air or heated and chilled water system if capacity is available. Permittee will provide and pay all other utilities it requires. The City shall not be liable to Permittee for any damages, cost

or losses of any kind whatsoever due to the interruption of any utility service including, without limitation, any consequential, special or incidental damages or losses.

505. INTERFERENCE WITH AIR NAVIGATION. Permittee warrants, represents and 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 in or 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 6

LOSS OF AND LIABILITIES PERTAINING TO PREMISES

601. LIABILITY INSURANCE. Permittee will obtain (at its sole expense and maintain 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 or the omissions of Permittee, its officers, agents, employees, contractors, subcontractors, licensees, independent contractors and invitees, pursuant to this Permit 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 two million dollars (\$2,000,000.00) comprised of such primary and excess policies of insurance as Permittee finds necessary 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, the City and its Board of Aldermen, Airport Commission, officers, agents and employees shall be named as an "Additional Insured". Such liability insurance coverage shall also extend to damage, destruction and injury to the City-owned or leased property and City personnel, 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. The City, its officers, agents and employees shall have no liability for any premiums charged for such coverage, and the inclusion of the City and its Board of Aldermen, Airport Commission, officers, agents and employees as an Additional Insured is not intended to, and shall not make the City, its officers, agents and employees a partner or joint venture partner with Permittee in its operations hereunder.

602. PROPERTY INSURANCE. Permittee will provide fire, lightning, extended coverage or other casualty and hazards insurance and related insurance coverages for the Space and all of its improvements and equipment existing or subsequently installed within or on the Space.

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

604. WAIVER OF SUBROGATION. Permittee, on behalf of itself and its insurers, hereby waives any claim or right of recovery from the City, its Board of Aldermen, Airport Commission, officers, agents and employees 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 coverage property insurance policy. Permittee shall provide notice of this waiver of subrogation to its insurers.

605. EVIDENCE OF INSURANCE. Certificates, or other evidence of insurance coverage and special endorsements required of Permittee in this Section 6, shall be delivered to the Director in form and content satisfactory to the City.

At least fifteen (15) days prior to the expiration of any such policy, Permittee shall submit to the Director a certificate showing that such insurance coverage has been renewed. If such coverage is canceled or reduced, Permittee shall within fifteen (15) days after the date of such written notice from the insurer of such cancellation or reduction in coverage, file with the Director, 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 the 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 thirty (30) days notice to the Director. 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.

606. 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 attorney 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 and/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 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 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.

607. 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 7

ASSIGNMENT & SUBLETTING

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

SECTION 8

TERMINATION OF PERMIT IN ITS ENTIRETY

801. RIGHTS CUMULATIVE. It is understood and agreed that the rights and remedies of the City and Permittee specified in this Permit 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.

802. CONDITIONS OF DEFAULT. This Permit shall be considered in default when Permittee fails to fulfill any of the terms, covenants or conditions of this Permit, and such default shall be considered a material breach of this Permit for which the City, at its sole option, may terminate this Permit and/or seek other remedies at law or in equity.

SECTION 9

MISCELLANEOUS

901. 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, addressed to the Director of Airports, St. Louis Airport Authority, 10701 Lambert International Boulevard, St. Louis, Missouri, 63145, with a copy to the Airport Business and Marketing Manager at the same address. All notices, demands and requests by the City to Permittee shall be sent by certified mail, return receipt requested, addressed to:

Paradies-Concession II-Arch, Inc.
5950 Fulton Industrial Blvd., S.W.
Atlanta, GA 30336

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.

902. NON-DISCRIMINATION AND AFFIRMATIVE ACTION PROGRAM.

- A. Permittee hereto understands and agrees that the 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 the 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 Permittee to achieve the provisions of its program.
- E. Permittee will permit reasonable access by the 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 ten (10) days.
- H. In the 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 twenty (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 (1) year by option of the 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 the 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 the 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, religion, sex, national origin or ancestry 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 sub organizations provide assurances to the Permittee that they similarly will undertake affirmative action programs and that they will require assurances from their sub organizations, as required by 14 CFR, Part 152, Subpart E, to the same effect.

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

904. FORCE MAJEURE. Neither the 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 which is not within its control.

905. 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, sub lessees and assigns of the respective parties hereto.

906. QUIET ENJOYMENT. Subject to the terms, covenants and conditions of the Permit, the 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.

907. OPERATION AND MAINTENANCE OF AIRPORT. The City shall at all times operate the Airport properly and in a sound and economical manner; and the 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.

908. AGREEMENTS WITH THE UNITED STATES. This Permit is subject and subordinate to the provisions of any agreements heretofore made between the 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 the 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.

909. 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 the City to obtain said Federal Aviation Administration funds, provided that in no event shall such changes substantially impair the rights of Permittee hereunder.

910. 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, as they may be amended from time to time.

911. REQUIRED APPROVALS. When the consent, approval, waiver or certification (“**Approval**”) of other party is required under the terms of this Permit, 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. The City and Permittee agree that extensions of time for performance may be made by the written mutual consent of the Director and the Permittee or its designee. Whenever the approval of the City, or the Director, or of Permittee is required herein, no such approval shall be unreasonably requested or withheld.

912. 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.

913. 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 the City or Permittee in its respective rights and obligations contained in the valid terms, covenants, conditions and provisions of this Permit.

914. ENTIRE AGREEMENT. This Permit, together with all exhibits attached hereto, constitutes the entire Permit between the parties hereto and all other representations or statements heretofore made, verbal or written are merged herein and this Permit may be amended only in writing and executed by duly authorized representatives of the parties hereto.

915. 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, promotional service or publication without the prior written consent of the Director.

916. CONFLICTS BETWEEN TENANTS. In the event of a conflict between Permittee 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 Permittee agrees to be bound by such decision. All determinations by the Director are final.

917. 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 the City of St. Louis Ordinance No. 62124.

918. AMERICANS WITH DISABILITIES ACT (ADA). Permittee shall be responsible for compliance with the Federal ADA, plus other federal, state, or local laws or regulations and the City Ordinances pertaining to the disabled individual having access to Permittee's services.

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

920. ACKNOWLEDGMENT OF TERMS AND CONDITIONS. The parties affirm each has full knowledge of the terms, covenants, conditions and requirements contained in this Permit. As such, the terms of this Permit 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 Permit or any amendments, modifications or exhibits thereto.

921. SECURITY PLAN AND FACILITIES. Permittee hereby acknowledges that the City is required by the Transportation Security Administration ("**TSA**") regulation 1542 to adopt and put into use facilities and procedures designed to prevent and deter persons and vehicles from unauthorized access to air operations areas. The 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, within thirty (30) days of the City's request, reimburse the City for all fines or penalties imposed upon the City by the TSA or the FAA resulting from Permittee's negligence or failure to act in relation to TSA regulation 1542 or any other applicable airport security regulations.

922. ENVIRONMENTAL NOTICE. Permittee shall promptly notify the Director of (1) any change in the nature of the Permittee's operations on the Space that will materially and/or substantially change the Permittee's or the City's potential obligations or liabilities under the environmental laws, or (2) the commencement of 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 Permittee's operations on the Space.

IN WITNESS WHEREOF, the parties hereto affixed their hands and seals as set forth below for themselves, their successors and assigns.

PARADIES CONCESSIONS-ARCH II, INC.:

ATTESTED TO BY:

Title: _____

Title: _____

Date: _____

Date: _____

FEDERAL TAX ID# _____

THE CITY OF ST. LOUIS, MISSOURI, OPERATING LAMBERT-ST. LOUIS INTERNATIONAL AIRPORT® pursuant to City Ordinance # _____ approved the _____ day of _____, 2007:

The foregoing Agreement was approved by the Airport Commission at its meeting on the _____ day of _____ 2007.

BY:

Commission Chairman and Director of Airports Date

The foregoing Agreement was approved by the Board of Estimate and Apportionment at its meeting on the _____ day of _____, 2007.

BY:

Secretary, Board of Estimate and Apportionment Date

APPROVED AS TO FORM ONLY BY:

COUNTERSIGNED BY:

City Counselor Date
City of St. Louis

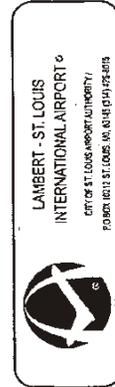
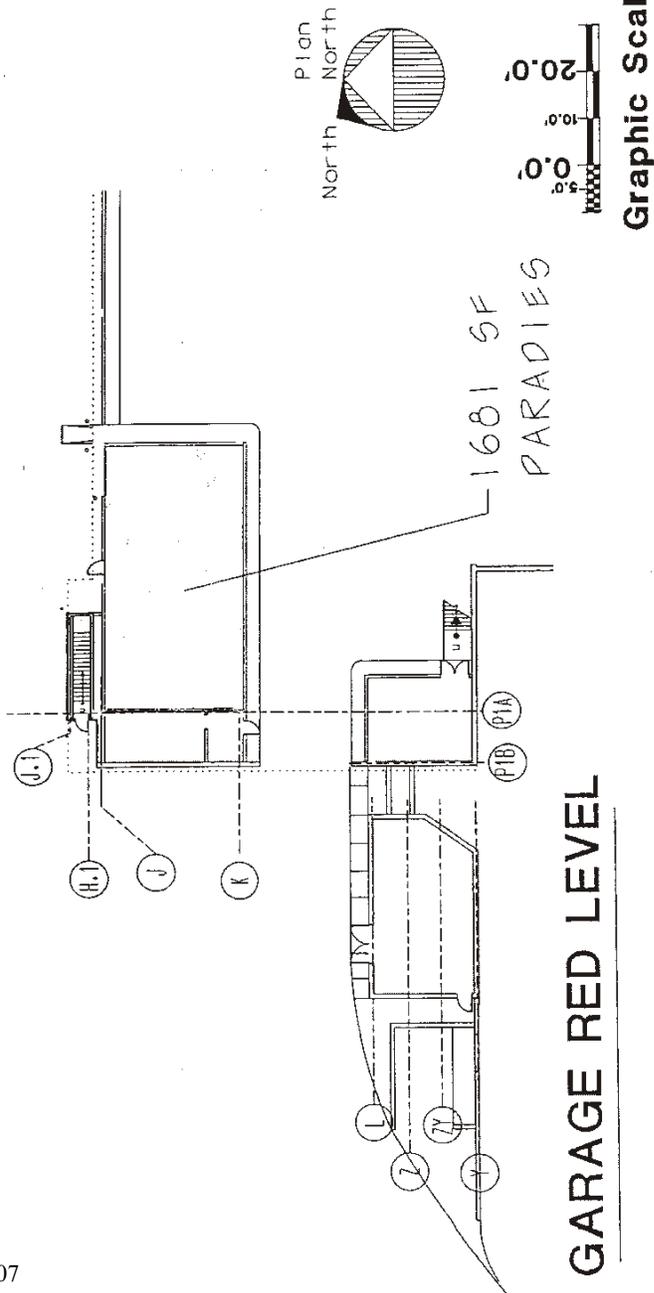
Comptroller Date
City of St. Louis

ATTESTED TO BY:

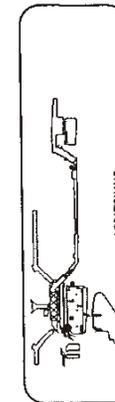
Register, City of St. Louis Date

EXHIBIT "A"

67507



LEASE EXHIBIT
PARADIES
Airport Space Permit
AUGUST 1, 2007
SHT. 1 OF 1



Approved: May 31, 2007