

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 will 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, are of a material amount (defined for this Section as an amount in excess of \$1,000.00) and remain unpaid after the date the same becomes due and Concessionaire does not satisfy the obligation after written notice and a reasonable cure period.
- B. If during the term of this Agreement, Concessionaire:
 - 1. Applies for, or consent to the appointment of a receiver, trustee or liquidator of all or a substantial part of its assets;
 - 2. Files a voluntary petition in bankruptcy, or admit in writing its inability to pay its debts as they come due;
 - 3. Makes a general assignment for the benefit of creditors;
 - 4. Files a petition or an answer seeking reorganization or arrangement with creditors or to take advantage of an insolvency law;
 - 5. Files 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 is 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, continues unstayed and in effect for any period of ninety (90) consecutive days;
 - 6. Fails to maintain the quality of services and prices to the satisfaction of the Director as required hereunder;
 - 7. Fails 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. Allows 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. Deserts, vacates or discontinues 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; or

10. Fails in the performance of any Provision herein required to be performed by Concessionaire when not cured upon written notice and a reasonable cure period.

On the date set forth in the notice of termination, the Term of this Agreement and all right, title and interest of Concessionaire will expire, except as otherwise provided in Section 1103 hereof. Failure of the City to take any authorized action upon default of any Provision required to be performed, kept and observed by Concessionaire will not be construed to be or act as a waiver of default or in any subsequent default of any Provision 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 Provision herein required to be performed, kept and observed by Concessionaire will not be deemed a waiver or estopping 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 Provision.

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 abandons the Airport for a period of at least sixty (60) days and fails 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 fails 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 will be effective unless and until not less than thirty (30) days have elapsed after written notice by either party to the other specifying the date and cause of termination. No such termination will be effective if the party at default (i) cannot by the nature of the default cure it within such thirty (30) day period; (ii) commences to diligently correct such default within such thirty (30) day period; and (iii) corrects such default as is reasonably practicable. Notwithstanding the foregoing, the effective date for termination will 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 Article are not intended to be and are not

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 **EIGHT AND ONE HALF PERCENT (8.50%)** participation in the ownership, management, and control of the business by the methods of participation allowed by DOT 49 CFR Part 23. The goal will be measured as a percentage based on the 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 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, and 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 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 will have the right to terminate this Agreement and/or seek other remedies at law and/or inequity.
- G. The City will use the following monitoring and enforcement mechanisms to ensure compliance with 49 CFR 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 CFR Part 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.
- H. The City will perform periodic reviews, including site visits, each year 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 CFR Part 26, Section 26.107. The City will consider similar action under its own legal authorities, including responsibility determinations in future contracts. The City will have all remedies available to the City at law or in equity in the event of non-compliance with the ACDBE regulations herein, including but not limited to breach of contract action, pursuant to the term of the contract.

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 Section 1302 entitled “Continuing Operations”, or any of the Provisions enumerated below. Therefore, in addition to Section 1302, 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 (1st) default or breach in any category will result in a written warning. The second (2nd) default or breach will require Concessionaire to pay liquidated damages in the figure provided subsequent to this section, listing liquidated damages for second and third breach. For the third (3rd) default or breach and each subsequent default or breach in the same category, Concessionaire will pay City liquidated damages in the amount listed below. 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 referred to 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 immediate 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.

BREACH OR DEFAULT	SECOND BREACH	THIRD BREACH
A. Unapproved equipment or placement of equipment in areas not authorized by City.	\$500.00 per day	\$750.00 per day
B. Late monthly reporting of gross receipts in breach of Article V.	\$50.00 per day	\$100.00 per day
C. Failure to deliver on-time required items such as reports, schedules, manuals or other materials as specified in this Agreement.	\$200.00 per day	\$300.00 per day
D. Other non-monetary defaults that disrupt operations, traffic in terminal or customer service.	\$500.00 per day	\$750.00 per day
E. Inoperable equipment or equipment not repaired within 15 days of notice to Concessionaire.	\$200.00 per day	\$300.00 per day
F. Late annual financial reporting in violation of Article V.	\$50.00 per day	\$100.00 per day

SECTION 1302. CONTINUING OPERATIONS. Concessionaire acknowledges, stipulates, and agrees that the continuous operation of all the Premises is essential to the provision of excellent customer service to the traveling public. If Concessionaire fails to operate any portion of the Premises set forth in EXHIBIT A for more than five (5) consecutive days, except in the case of damage or destruction of the Premises or if Concessionaire is making Improvements as provided for in Article VII, Concessionaire shall either return the Premises to the City without cost to the City or pay to the City an amount equal to the non-airline square footage rental rate then applicable as Liquidated Damages to compensate the City for the failure.

ARTICLE XIV
COMPLIANCE WITH ENVIRONMENTAL LAWS

SECTION 1401. 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 or 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, 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 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 promptly 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 or its agents, employees, contractors, independent contractors, sublessees, invitees, licensees, or suppliers at the Premises or Airport, whether resulting from negligent conduct or otherwise ("**Remediation Work**"). Such Remediation Work must be consistent with remediation standards established by or derived from the appropriated government agency responsible for enforcing Environmental Laws or Environmental Permits. Such Remediation Work will be performed at Concessionaire's expense. Except in the event of an emergency, such Remediation Work will 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 will 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 will 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, will 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 will 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 will 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 1401. Concessionaire shall cooperate fully with any such inspections provided that such inspections do 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 may be necessary or required by applicable Environmental Laws, Environmental Permits, and Rules and Regulations, 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, Environmental Permits, and Rules and Regulations in accordance with the Provisions of the Agreement. All Remediation Costs incurred by the City must 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, will be performed in accordance with the provisions of Section 1401.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 survives 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 will 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) reasonably restricts access to soil and/or disturbance of soil underlying the Premises or the Airport.

ARTICLE XV
MISCELLANEOUS PROVISIONS

SECTION 1501. NOTICE. Except as herein otherwise expressly provided, all notices required to be given to the City hereunder must be in writing and must be sent by certified mail, return receipt requested, or other courier service which issues mail tracking, and addressed to:

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

With a copy to:

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

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

TBD
XXXX
XXXX

Either or both parties 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 will be the date such notice is mailed to Concessionaire or said Director.

SECTION 1502. NON-DISCRIMINATION AND AFFIRMATIVE ACTION PROGRAM.

- A. Concessionaire hereto understands and agrees that City in operation and use of the 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 CFR 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 is not 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 is not 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 must 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 has 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 will 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 will 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 will 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 CFR Parts 21, 23, and 26, as said regulations may be amended; and state and local laws.

M. Concessionaire will establish and maintain for the Term of this Agreement an affirmative action program, and City reserves the right to take such action as the City and the United States Government may direct to enforce the above covenants.

SECTION 1503. FAA NON-DISCRIMINATION. The Concessionaire for itself, personal representatives, successor in interest and assigns, as part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:

- A. in the event facilities, structures or improvements are constructed, maintained, or otherwise operated on the Premises for a purpose for which a FAA activity, facility or program is extended or for another purpose involving the provision of similar services or benefits, the Concessionaire will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations such that no person on the grounds of race, color, or national origin, will be excluded from participating in, denied the benefits of, or otherwise subjected to discrimination in the use of the Premises;
- B. no person on the ground of race, color, or national origin will be excluded from participation in, denied the benefits of, or be otherwise subject to discrimination in the use of the Premises or the facilities, structures or improvements within the Premises;
- C. in the construction of any improvements on, over, or under the Premises, and the furnishing of services thereon, no person on the ground of race, color, or national origin will be excluded from participation, denied the benefits of, or otherwise be subject to discrimination,
- D. the Concessionaire will use the Premises or facilities, structures, or improvements within the Premises in compliance with the Acts and Regulations; and
- E. for purposes of this Section 1503, references to "Acts or Regulations" will mean or include the following statutory and regulatory cites, as may be amended from time to time:
 - Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR part 21;
 - The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
 - Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
 - The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);

- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 - 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); and
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

SECTION 1504. NO PERSONAL LIABILITY. No alderman, commissioner, director, officer, agent or employee of either party will 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 must be brought against the City and not against named individual respondents.

SECTION 1505. FORCE MAJEURE. Neither party hereto will 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 will 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 or Concessionaire will 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 will 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 1506. SUCCESSORS AND ASSIGNS. All of the terms, provisions, covenants, stipulations, conditions and considerations of this Agreement will extend to and bind the legal representatives, successors, sublessees and assigns of the respective parties hereto. This provision does not constitute a waiver of any conditions regarding the assignment or subletting contained in this Agreement. Notwithstanding any other term or provision of this Agreement, the City may assign this Agreement at its sole discretion by providing Notice to Concessionaire as described in Section 1501 herein.

SECTION 1507. QUIET ENJOYMENT. Subject to the Provisions of this Agreement, the City covenants that Concessionaire, on paying the fees and otherwise performing its covenants and other obligations hereunder, will have quiet and peaceable use of the Premises.

SECTION 1508. OPERATIONS AND MAINTENANCE OF THE 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.

SECTION 1509. TITLE TO THE SITE. The Premises from the date hereof until the expiration or early termination of this Agreement will be owned in fee simple title by the City or in such lesser estate as in the opinion of the City Counselor is sufficient to permit the letting thereof by the City as herein provided for the full term provided in this Agreement.

SECTION 1510. AGREEMENTS WITH THE UNITED STATES OF AMERICA. This Agreement will 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 will 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 will supersede and Provisions of this Agreement inconsistent with the operation of the Airport by the United States of America.

SECTION 1511. MODIFICATIONS FOR GRANTING FAA FUNDS. In the event that the FAA requires, as a condition precedent to granting of funds for the improvement of the Airport, modifications or changes to this Agreement, Concessionaire agrees to consent to such reasonable amendments, modifications, revisions, supplements, deletions of any of the Provisions of this Agreement, as may be reasonably required to enable the City to obtain said FAA funds, provided that in no event will such changes substantially impair the rights of Concessionaire hereunder.

SECTION 1512. GOVERNING LAW AND FORUM SELECTION. This Agreement is made and entered into in the State of Missouri, and Missouri law governs and applies to this Agreement. Any cause of action, claim, suit, demand, or other case or controversy arising from or related to this Agreement must 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 survive the expiration or termination of this Agreement.

SECTION 1513. HEADINGS. The headings of the Articles and Sections of this Agreement are inserted only as a matter of convenience and reference and in no way define, limit or describe the scope or intent of any Provisions of this Agreement and will not be construed to affect in any manner the Provisions hereof or the interpretation or construction thereof.

SECTION 1514. 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. It being understood that any amendment to this Agreement must be approved by the City Airport Commission, and its Board of Estimate & Apportionment, and its Board of Aldermen.

SECTION 1515. PREVIOUS AGREEMENTS. It is expressly understood that the Provisions of this Agreement will in no way affect or impair the Provisions or obligations or rights of any existing or prior agreements between Concessionaire and the City.

SECTION 1516. 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 will be unreasonably requested, conditioned, or withheld.

SECTION 1517. WAIVERS. No Provision of this Agreement will 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 will 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 1518. INVALID PROVISIONS. If any Provision in this Agreement is held to be invalid, illegal, or unenforceable by any court of competent jurisdiction, or conclusively determined to be inconsistent with federal law or FAA grant assurances, such Provision will be deemed amended to conform to applicable laws so as to be valid or enforceable or, if it cannot be so amended without materially altering the intention of the parties, it will be stricken. If stricken, all other Provisions of this Agreement will remain in full force and effect provided that the striking of such Provision does not materially prejudice either the City or Concessionaire in its respective rights and obligations contained in the valid Provisions of this Agreement.

SECTION 1519. ENTIRE AGREEMENT. This Agreement, together with all exhibits attached hereto and/or incorporated by reference herein, constitutes or embodies the entire Agreement between the parties hereto relating to the subject matter hereof, and supersedes all prior agreements and understandings, written or oral, express or implied, between the City and the Concessionaire.

SECTION 1520. NOT A LEASE. This Agreement is not a lease, and the right to use the Premises is entirely dependent upon the rights and privileges expressly granted hereunder. Concessionaire will in no instance be deemed to have acquired any possessory rights against the City or the Premises or be deemed to be a tenant of the City.

SECTION 1521. ADVERTISING. Concessionaire has 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, promotional service or publication without the prior written consent of the Director.

SECTION 1522. CONFLICTS BETWEEN TENANTS. In the event of a conflict between Concessionaire, and any other tenant, licensee, sublessee 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 and binding.

SECTION 1523. 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 will be in accordance with City Ordinance No. 62124, as may be amended from time to time.

SECTION 1524. AMERICANS WITH DISABILITIES ACT (“ADA”). Concessionaire shall be responsible for compliance with the federal ADA, and any federal, state, or local laws or

regulations and City Ordinances pertaining to the disabled individual having access to Concessionaire's services.

SECTION 1525. TIME IS OF THE ESSENCE. Time is of the essence in this Agreement. The parties expressly agree that time will 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, will relieve the other party, without liability, of any obligation to accept such performance.

SECTION 1526. ACKNOWLEDGEMENT OF TERMS AND CONDITIONS. The parties affirm each has full knowledge of the Provisions contained in this Agreement. As such, the Provisions of this Agreement will 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, will not be employed in the interpretation of this Agreement or any amendments, modifications or exhibits thereto.

SECTION 1527. 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 1528. 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, Business Diversity Development 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 will 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.
- H. Concessionaire hereby acknowledges receipt of a copy of the Ordinance and Regulations.

SECTION 1529. SURVIVAL OF WARRANTIES. All warranties and covenants set forth in this Agreement survive the execution and performance of this Agreement.

SECTION 1530. CITY’S RIGHTS AND REMEDIES ARE CUMMULATIVE. All rights and remedies of the City as provided for herein and under law are cumulative in nature.

SECTION 1531. EXHIBITS. All exhibits or attachments attached hereto are fully incorporated into this Agreement by this reference as if fully set out herein. The City and Concessionaire shall reasonably and in good faith finalize and attach all exhibits and attachments to this Agreement which have not been in final form as of the effective date of this Agreement.

SECTION 1532. BINDING CONTRACT; COUNTERPARTS; FACSIMILE SIGNATURES. This Agreement will become effective and binding only upon the execution and delivery hereof by the City and Concessionaire. This Agreement and any companion document or instruments referred to herein, may be executed in any number of counterparts, each of which will be

original, but all of which together will constitute one document or instrument, and it will constitute sufficient proof of this Agreement to present any copy, electronic copies or facsimiles signed by the parties hereto.

(The balance of this page is intentionally blank.)

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: _____

Title: _____

Date: _____

Date: _____

FEDERAL TAX ID# _____

THE CITY OF ST. LOUIS, MISSOURI, OPERATING ST. LOUIS LAMBERT INTERNATIONAL AIRPORT® pursuant to City Ordinance # _____ approved the _____ day of _____, 20____.

The foregoing Agreement was approved by the Airport Commission at its meeting on the _____ day of _____, 20____.

BY:

Director of Airports Date

The foregoing Agreement was approved by the Board of Estimate and Apportionment at its meeting on the _____ day of _____, 20____.

BY:

Secretary, Date
Board of Estimate and Apportionment

APPROVED AS TO FORM ONLY BY:

COUNTERSIGNED BY:

City Counselor Date

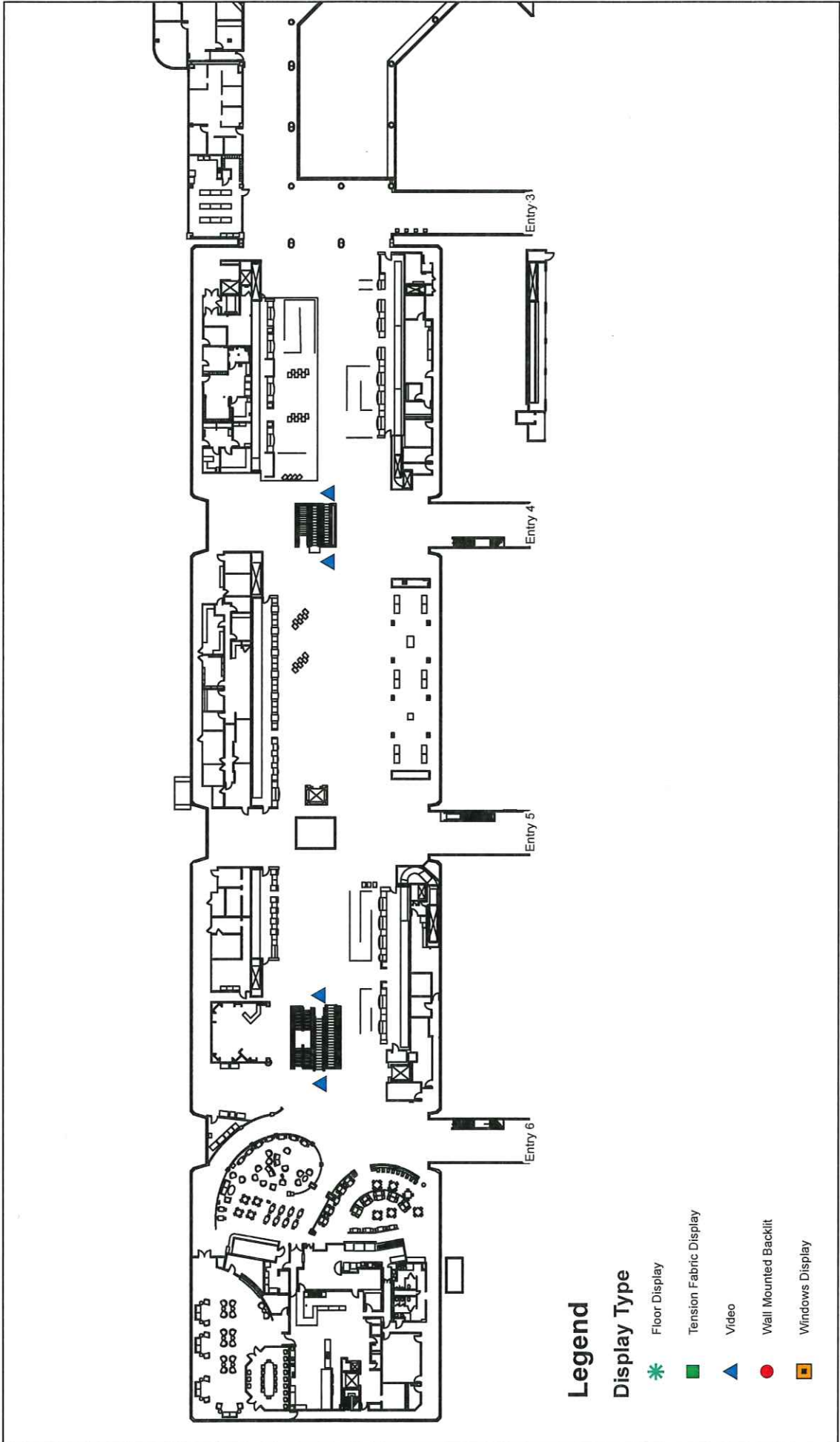
Comptroller Date

ATTESTED TO BY:

Register Date

EXHIBIT A

PREMISES

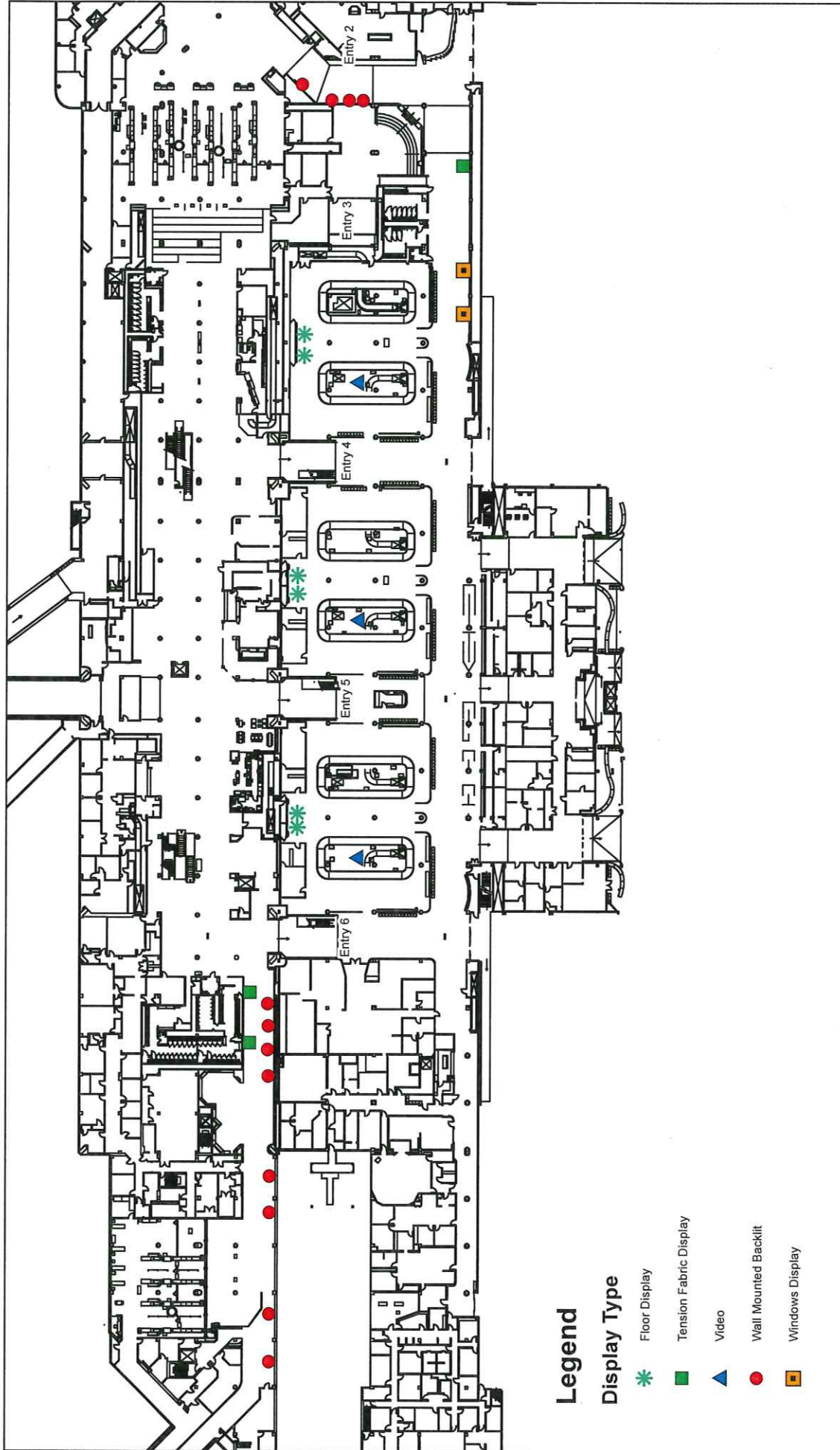


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Display Type

- * Floor Display
- Tension Fabric Display
- ▲ Video
- Wall Mounted Backlit
- Windows Display

<p>ST. LOUIS LAMBERT INTERNATIONAL AIRPORT.</p>	<p>Display Advertising Premises Terminal 1 Upper Level</p>	<p><small>This document and its contents are intended for use by Lambert-St. Louis International Airport. The reproduction or dissemination of the document, or any part thereof, by any person, other than the person to whom it is addressed, is prohibited. The information contained on this document has been compiled from multiple sources, and its accuracy is not guaranteed. The information represented or implied on this document is the property of the Lambert-St. Louis International Airport.</small></p> <p>Coordinate System: State Plane, Central North America, Missouri East Zone North American Datum 1983 Survey Foot</p>
<p>Prepared By: Date: 12/6/2021</p>	<p>Review and Approval By: Date:</p>	<p>Revision No.: Date:</p>



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- Display Type**
- * Floor Display
 - Tension Fabric Display
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 - Wall Mounted Backlit
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**ST. LOUIS LAMBERT
INTERNATIONAL AIRPORT**

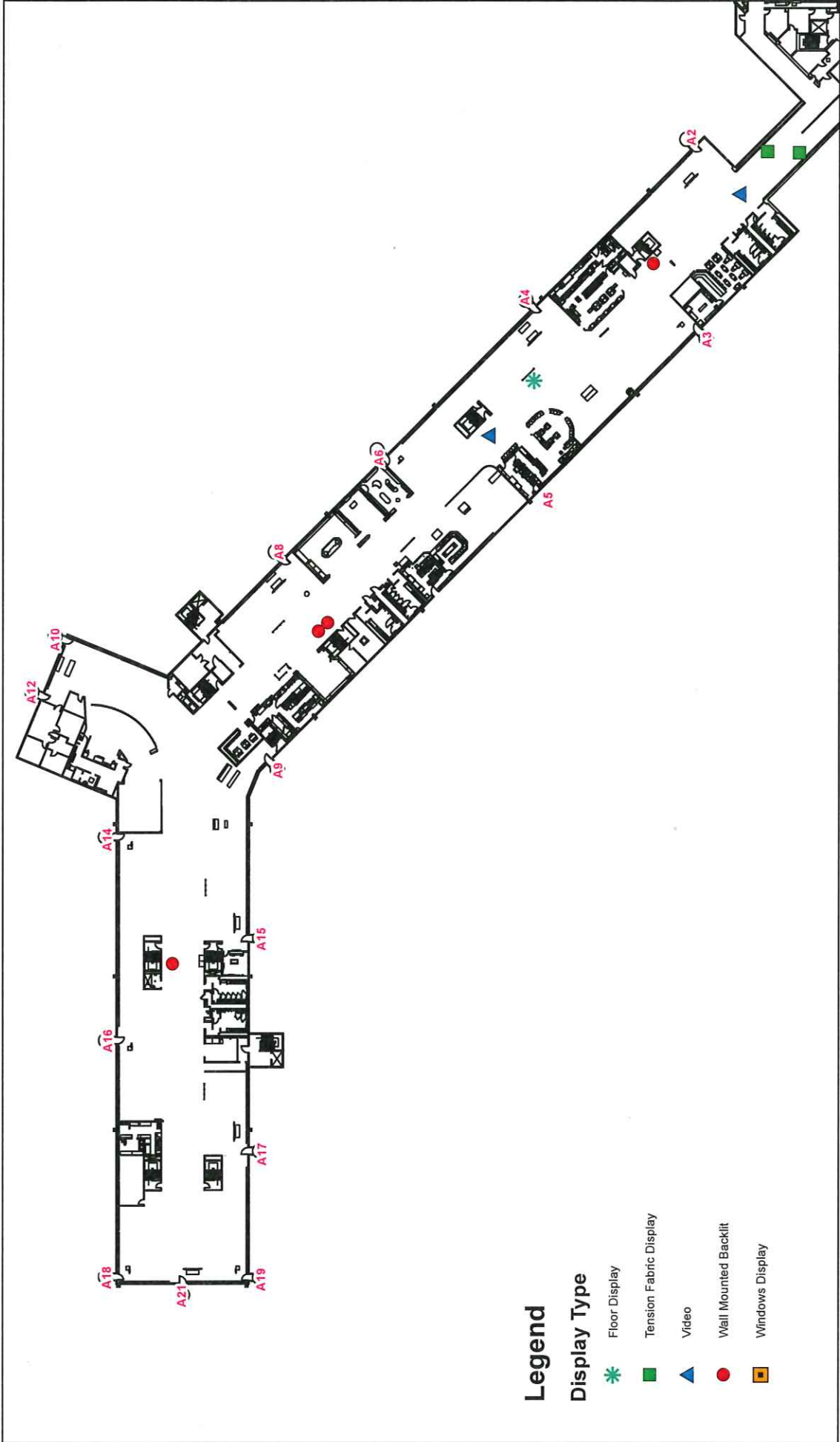
Display Advertising Premises Terminal 1 Baggage Claim

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

Prepared By:
Date: 12/6/2021
Revision No.:
Date:

Review and Approval By:
Date:
Drawing Name:
Date:



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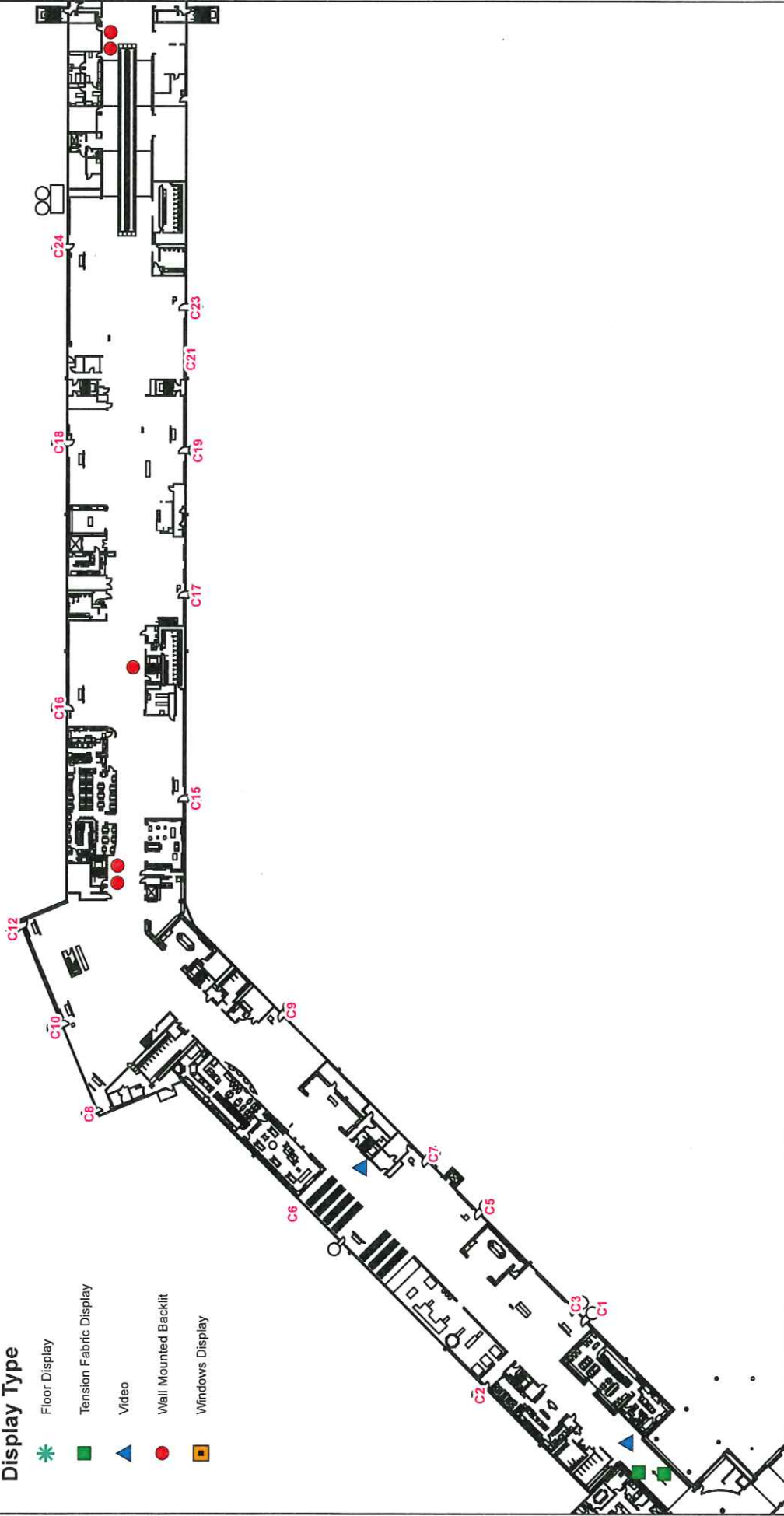
- * Floor Display
- Tension Fabric Display
- ▲ Video
- Wall Mounted Backlit
- Windows Display

<p>STL ST. LOUIS LAMBERT INTERNATIONAL AIRPORT.</p>	<p>Display Advertising Premises Terminal 1 A Concourse</p>	<p><small>The document and its intended use is controlled by Lambert-St. Louis International Airport. The reproduction or dissemination of this document, or any part thereof, by any person, without the express written permission of Lambert-St. Louis International Airport, is prohibited. The information contained on this document has been compiled from multiple sources, and its accuracy, completeness, or reliability is not guaranteed. The information represented or implied on this document is the property of the Lambert-St. Louis International Airport.</small></p>	<p>Coordinate System: State Plane, Coordinate System: East Zone North American Datum 1983 Survey Foot</p>	<p>Prepared By: Date: 12/6/2021 Revision No: Date:</p>	<p>Review and Approval By: Date: Drawing Name: Date:</p>
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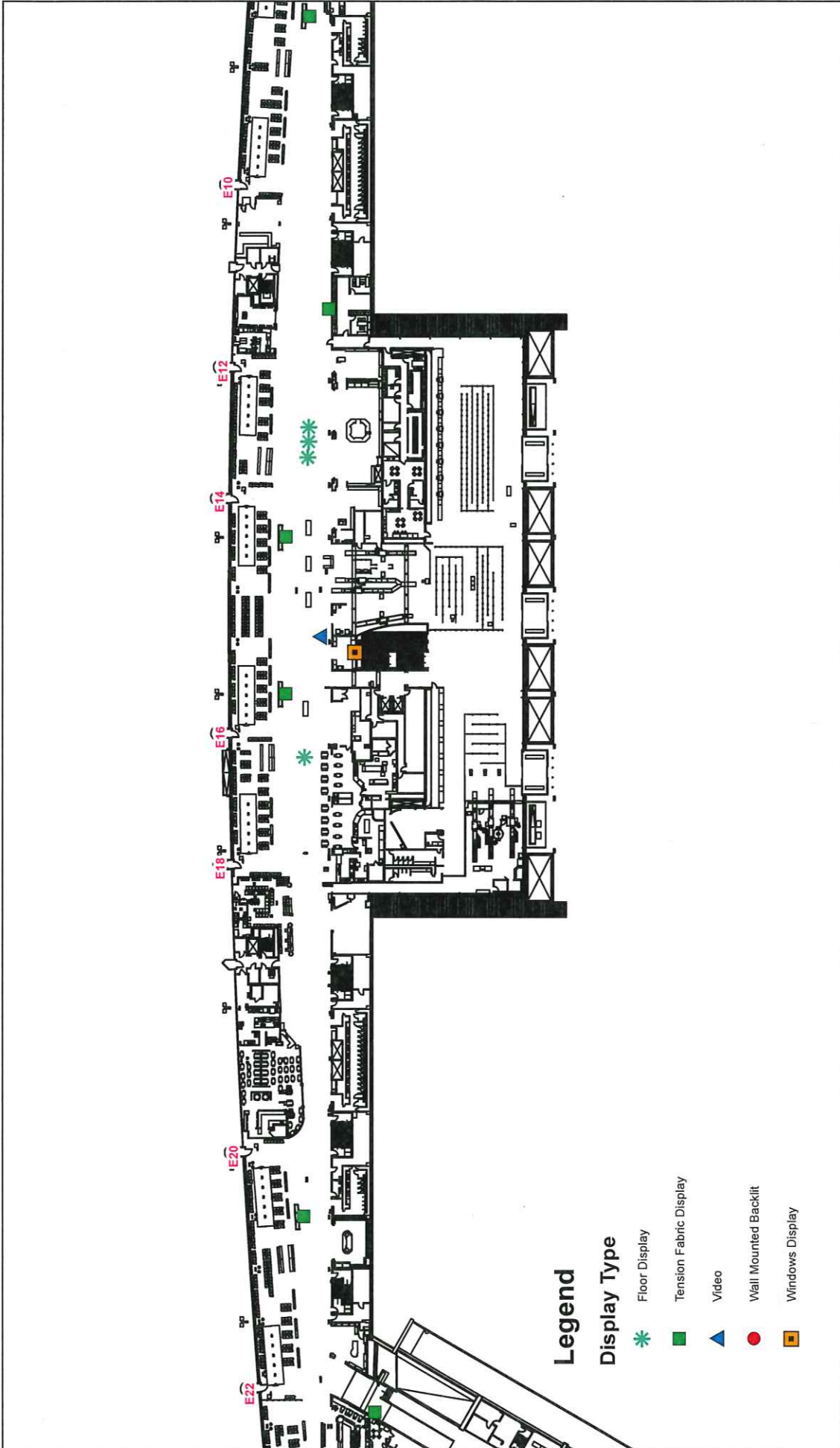
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- Wall Mounted Backlit
- Windows Display




<p>STL ST. LOUIS LAMBERT INTERNATIONAL AIRPORT.</p>	<p>Display Advertising Premises C Concourse</p>	<p><small>This document and its intended use is compiled by Lambert-St. Louis International Airport. It is published without warranty under the permission of the Airport Authority. The information contained on this document has been compiled from multiple sources, and its accuracy is not guaranteed. The information represented or implied on this document is the property of the Airport Authority.</small></p>	<p>Coordinate System: State Plane, Colorado, Mississippi East Zone North American Datum 1983 Survey Feet</p>	<p>Prepared By: Date: 12/6/2021 Revision No: Date:</p>	<p>Review and Approval By: Date: Drawing Name: Date:</p>
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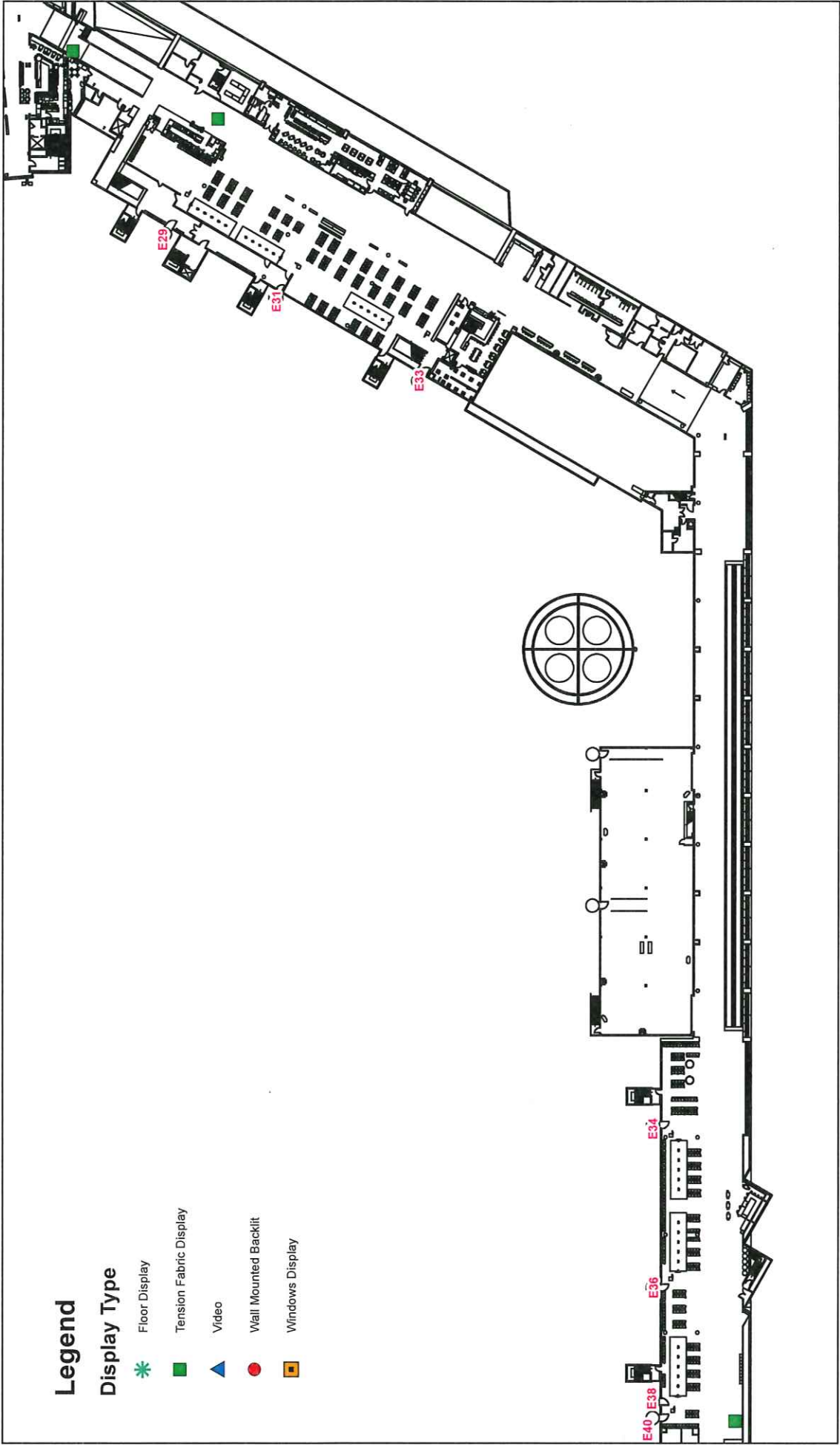
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Display Type

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- Tension Fabric Display
- ▲ Video
- Wall Mounted Backlit
- Windows Display

 ST. LOUIS LAMBERT INTERNATIONAL AIRPORT.	Display Advertising Premises Terminal 2		Prepared By: Date: 12/6/2021 Revision No: Date:	Review and Approval By: Date: Drawing Name: Date:
	Coordinate System: State Plane, Conaldef, Missouri East Zone North American Datum 1983 Survey Feet			

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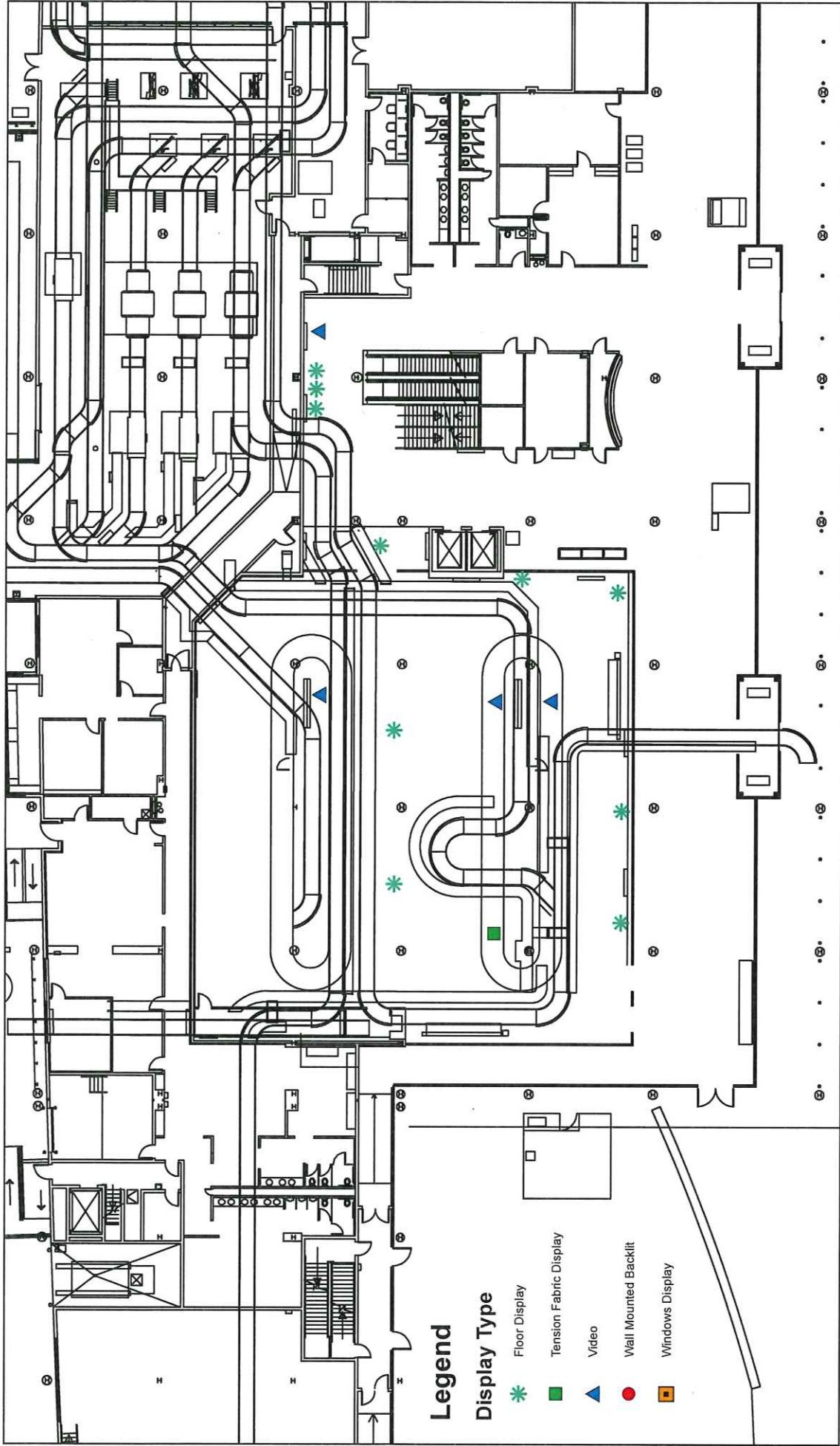


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Display Type

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- Tension Fabric Display
- ▲ Video
- Wall Mounted Backlit
- Windows Display

 ST. LOUIS LAMBERT INTERNATIONAL AIRPORT.	Display Advertising Premises D Concourse		<p style="font-size: small;">This document and its contents are compiled by Lambert-St. Louis International Airport. The reproduction or dissemination of this document, or any part thereof, by any person, without the express written permission of Lambert-St. Louis International Airport, is prohibited. The information contained on this document has been compiled from multiple sources, and its accuracy is not guaranteed. The information represented or implied on this document is the property of the Lambert-St. Louis International Airport.</p>	Coordinate System: State Plane, Coordinate: Missouri East Zone North American Datum 1983 Survey Feet Date:	Prepared By: Date: 12/6/2021 Revision No.: Date:	Review and Approval By: Date: Drawing Name: Date:



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Display Type

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- Tension Fabric Display
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- Wall Mounted Backlit
- Windows Display



**ST. LOUIS LAMBERT
INTERNATIONAL AIRPORT.**

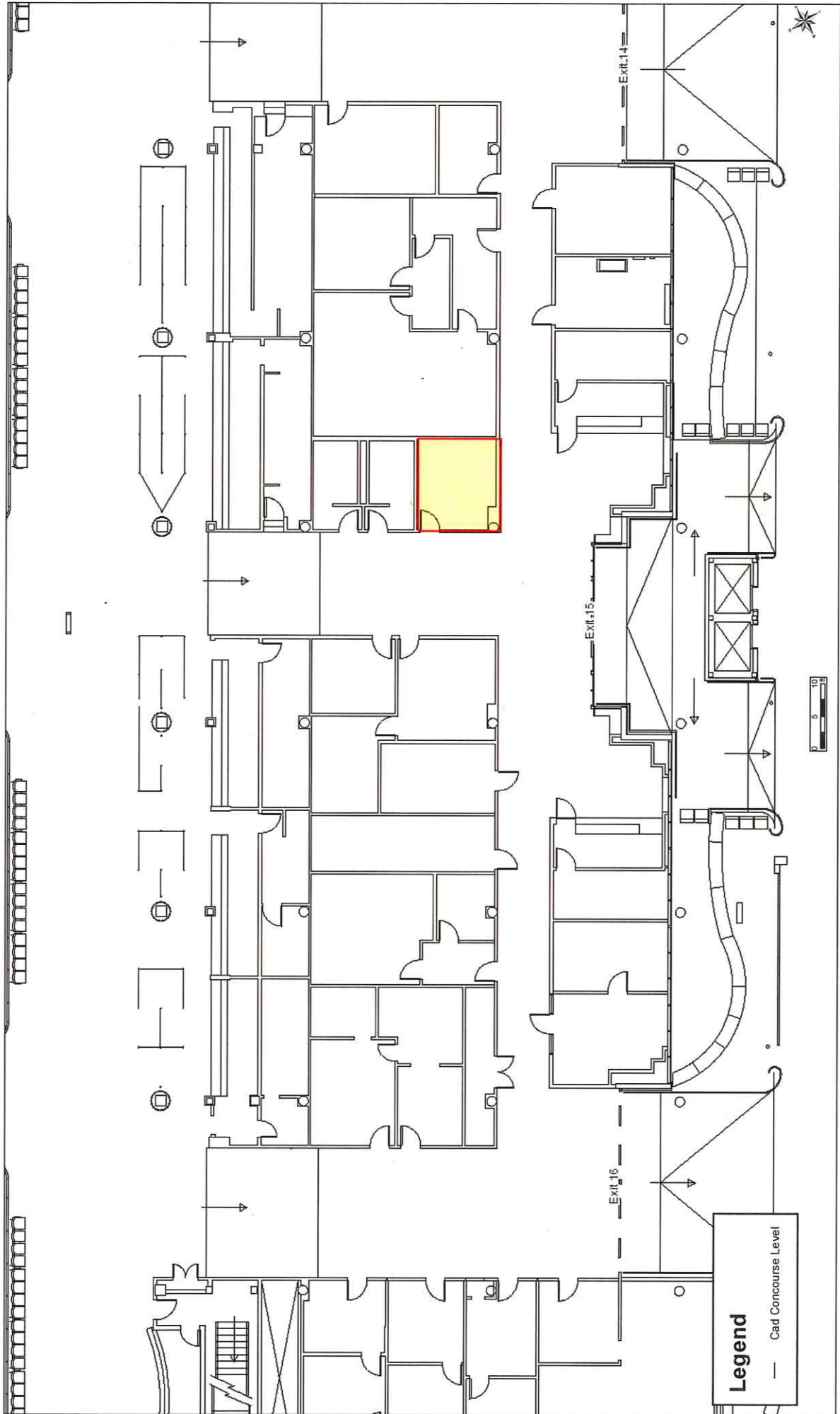
**Display Advertising Premises
Terminal 2 Baggage Claim**

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

Prepared By:
Date: 12/6/2021
Revision No:
Date:

Review and Approval By:
Date:
Drawing Name:
Date:



Prepared By: STLAA
 Date: _____
 Review and Approval By: _____
 Date: _____

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

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STL
ST. LOUIS LAMBERT
INTERNATIONAL AIRPORT

St. Louis Airport
Terminal 1 655 Square Feet

Legend
 — Cad Concourse Level

Reservation Center Phone Board Equipment

There are currently seven (7) existing Reservation Centers within the Premises, four (4) Reservation Centers in Terminal 1, one (1) Reservation Center in Terminal 2 and two (2) Exterior Reservation Centers on the center island of Arriving Flights Drive, Terminal 1. The Reservation Centers are equipped with the following Existing Equipment:

Terminal 1 Reservation Center - Unit 1

- Mid-Level Located between Baggage Carousel 2 & 3, near Exit 12.
- Five (5) Auto-Dial Telephones
- Five (5) Panels for Maps and Telephone Numbers
- One (1) Digital Display Unit
- Seven (7) Advertising Windows
- One (1) Braille Reservation Center
- One (1) TTY Machine

Terminal 1 Reservation Center - Unit 2

- Mid-Level Located between Baggage Carousel 5 & 6, near Exit 17.
- Five (5) Auto-Dial Telephones
- Five (5) Panels for Maps and Telephone Numbers
- One (1) Digital Display Unit
- Seven (7) Advertising Windows

Terminal 1 Reservation Center - Unit 3

- Mid-Level Located near Exit 18.
- Two (2) Auto-Dial Telephones
- One (1) Panel for Maps and Telephone Numbers
- Two (2) Advertising Windows

Terminal 1 Reservation Center - Unit 4

- Upper Level Located near T1 Metrolink ticket dispensing machines.
- One (1) Auto-Dial Telephone
- One (1) Panel for Telephone Numbers
- One (1) Advertising Window

NOTE: RCPB PREMISES TO BE DETERMINED IN RFP PROCESS

Terminal 2 Reservation Center - Unit 5

- Lower Level Located near Exit 12.
- Five (5) Auto-Dial Telephones
- Three (3) Panels for Maps and Telephone Numbers
- One (1) Digital Display Unit
- Six (6) Advertising Windows
- Three (3) TTY / Braille Directional Signs
- One (1) Braille Reservation Center
- One (1) TTY Machine & Telephone

Exterior Terminal 1 Reservation Center - Unit 6

- Center Island-Arriving Flights Drive
- Car Rental Shuttle Pick-Up Zone (“Rental Car Courtesy Phone”)
- One (1) Auto-Dial Telephone
- One (1) Panel for Car Rental Agency Telephone Numbers
- One (1) Outdoor Telephone Enclosure
- Mounted on Pedestal

Exterior Terminal 1 Reservation Center - Unit 7

- Center Island-Arriving Flights Drive
- Off-Airport Shuttle Pick-Up Zone (“Off-Airport Parking Courtesy Phone”)
- One (1) Auto-Dial Telephone
- One (1) Panel for Off-Airport Parking Shuttle Telephone Numbers
- One (1) Outdoor Telephone Enclosure
- Mounted on Pedestal

Note: Concessionaire is not responsible for the maintenance of the soffits above the Reservation Centers. Concessionaire is responsible for the Digital Display Units attached to the soffits above the Reservation Centers.

NOTE: RCPB PREMISES TO BE DETERMINED IN RFP PROCESS

EXHIBIT B

LIVING WAGE ADJUSTMENT BULLETIN

ST. LOUIS LIVING WAGE ORDINANCE

LIVING WAGE ADJUSTMENT BULLETIN

NOTICE OF ST. LOUIS LIVING WAGE RATES EFFECTIVE APRIL 1, 2021

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 **\$13.73** 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 **\$18.27** 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: **\$4.54** 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, 2020. 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 <https://www.flystl.com/business/business-diversity-development-1/living-wage> or obtained from:

City Compliance Official
c/o St. Louis Airport Authority
St. Louis, Missouri
(314) 426-8111