

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



LAMBERT-ST. LOUIS
INTERNATIONAL AIRPORT®

COMPETITION PLAN UPDATE

November 10, 2016

City of St. Louis
Lambert-St. Louis International Airport®
Competition Plan Update
November 10, 2016

I. Introduction

In accordance with provisions of Wendell H. Ford Aviation Investment and Reform Act for the 21st Century (now codified at 49 U.S.C. § 47106(f)), large and medium hub airports at which one or two carriers control more than 50% of the passenger boardings are required to submit competition plans. Competition plan and competition plan update requirements are currently set out in the *Airport Improvement Program Handbook*, FAA Order 5100.38D, App. X (Sept. 30, 2014) (“AIP Handbook App. X”).

The City of St. Louis, Missouri (“City”), owns, operates, and is the sponsor of the Lambert-St. Louis International Airport (“Airport”). The Airport falls within the category of airports that must prepare and submit competition plans under certain circumstances: it is a medium hub airport at which more than 50% of its enplanements are controlled by two airlines. The Airport’s total enplanements for the most recent fiscal year ending June 30, 2016 were 6.7 million, of which 67.6% were boardings controlled by Southwest Airlines and American Airlines and its affiliates.

In compliance with its statutory requirements, the City on behalf of the Airport has previously prepared and submitted to FAA the following: Airline Competition Plan dated August 2, 2000; Airline Competition Plan Update dated March 1, 2002; Airline Competition Plan Update dated November 30, 2003; and Airline Competition Plan Update dated November 7, 2006. In accordance with the provisions of the AIP Handbook App. X, a sponsor covered by the statutory obligation to submit a competition plan must, at a minimum, submit an initial plan and two updates. Thereafter, a covered sponsor must file a new update if it: (1) denies access to an air carrier for gates or facilities, or (2) executes a new master lease and use agreement, or significantly amends an existing lease and use agreement.

The City has not denied access to an air carrier for gates or facilities at the Airport. On the contrary, the City is actively seeking to attract new service to the Airport.

However, the City entered into a substantially new master Airport Use and Lease Agreement (“AUA”) effective July 1, 2016, which will expire June 30, 2021. This is the so-called signatory airline agreement. Contemporaneously, the City also adopted a new companion Airline Operating Agreement and Terminal Building Space Permit (“AOA”), which the City will make available to airlines that elect not to enter into an AUA. This is the so-called nonsignatory airline agreement. Both, the new AUA and AOA have a companion Cargo Addendum that permits cargo airlines to execute the agreement of their choosing.

The City hereby submits this Competition Plan Update in accordance with the requirements set forth in the AIP Handbook App. X. At FAA’s request, this Competition Plan Update discusses

various changes previously made to the AUA and AOA since the last Competition Plan Update was prepared, and the relevant changes made to the AUA and AOA effective July 1, 2016.

II. Changes in Competitive Circumstances at the Airport for the Time Periods Discussed in this Competition Plan Update

During the 12-month period ending June 30, 2006, when the last Competition Plan Update was prepared, the Airport received scheduled service from 11 passenger airline brands (airlines and their affiliates).¹ During that period, two airline brands controlled 76.2% of the enplanements: American Airlines 52.4% and Southwest Airlines 23.8%.

During the 12-month period ending June 30, 2011, the Airport received scheduled service from 15 passenger airline brands. During that period, two airline brands controlled 63% of the enplanements: Southwest Airlines 44.9% and American Airlines 18.1%.

During the 12-month period ending June 30, 2016, the Airport received scheduled service from 10 passenger airline brands.² During that period, two airline brands controlled 71.5% of the enplanements: Southwest Airlines 52.5% and American Airlines 19.0%.

In summary:

Enplanements 12 months as of ...	6/30/2006	% of total	6/30/2011	% of total	6/30/2016	% of total
Airport Total	7,623,184		6,211,295		6,669,082	
Southwest Airlines	1,816,251	23.8	2,785,943	44.9	3,503,850	52.5
American Airlines ²	3,990,991	52.4	1,126,138	18.1	1,272,340	19.0

III. Availability of Gates at the Airport

The Airport's passenger terminal buildings have a combined total of 86 gates. As of July 2006, 44 gates were leased or assigned to individual airlines pursuant to the terms of an AUA or AOA; 3 gates were under the control of the City and available on a per-use basis to any airline, whether incumbent or new entrant, that needed gate space for irregular or infrequent operations, including charter service; and the remaining 39 gates were vacant and available for air service expansion. As of July 2011, 35 gates were leased or assigned to individual airlines, 6 gates were available on a per-use basis, and 46 gates were vacant.³ As July 2016, 38 gates were leased or assigned to individual airlines, 12 were available on a per-use basis, and 36 gates were vacant.

¹ In addition, the Airport was and continues to be served by a number of cargo airlines.

² American Airlines and US Airways began operating under the same certificate on April 8, 2015, and the US Airways name was discontinued on October 17, 2015. For purposes of this competition plan update, American Airlines and US Airways are treated as a single airline brand for the 12-month period ending June 30, 2016.

³ In and around 2011, the Airport had 87 gates. Since then, the total number of gates at the Airport is back to 86.

IV. 2011 Changes to the Airport Use and Lease Agreement

As the 2006 AUA was about to expire by its terms and as passenger boardings at the Airport continued to decrease following the “de-hubbing” of TWA/American Airlines’ operations at the Airport,⁴ the City and the airlines negotiated a number of modifications to the 2006 AUA. The following is a summary of the relevant substantive changes that became effective July 1, 2011.

A. Rate Formula

The 2011 AUA modified the 2006 AUA ratemaking formula by adding a new additional airline requirement component designed to offset revenue shortfalls triggered by reduced passenger throughput and increased terminal building space vacancies. *See* 2011 AUA § 101, definition of Additional Airline Requirement. The additional airline requirement component, which ensured that the Airport would have the financial resources to continue operating safely and reliably and to meet its financial obligations, was allocated 50% to the airfield cost center (used to calculate landing fee rates) and 50% to the terminal cost center (used to calculate the passenger terminal building rental rates). *Id.* In addition, the new modified ratemaking formula eliminated all imputed interest charges and amortization or depreciation charges for capital assets funded with airport funds and put into service on or after July 1, 2011. Finally, the modified formula rate eliminated the landing fee mitigation that had been instituted in the 2006 AUA in an attempt to incentivize increased airline activity at the Airport. *See, generally* 2011 AUA §§ 605 and 606 (outlining the formulas used to compute the terminal building rental rates and the landing fee rates).

B. Signatory Airline Qualification

The 2011 AUA eliminated the concept of “participating airline,” first introduced in the 2006 AUA, and established a signatory airline commitment: an irrevocable contractual commitment to pay no less than \$1 million in landing fees for the five-year term of the new agreement, prorated for airlines that became signatories after the initial date and, therefore, would be signatories for less than the full five-year term of the agreement. *See* 2011 AUA § 101, definitions of Signatory Airline and Signatory Airline Commitment.

C. Airline Approval of Capital Projects

The 2011 AUA did not include a list of pre-approved capital projects, and required a majority-in-interest (“MII”) signatory airline approval⁵ for all projects not expressly exempted from the requirement. *See* 2011 AUA § 702(A)-(C). Material changes to already-approved capital projects could be made unless vetoed by the signatory airlines through an MII vote disapproving the changes. *See* 2011 AUA § 704. MII was defined as the number of signatory airlines representing 50% plus one of the total signatory airlines operating at the Airport at the time of the required voting action that, in the aggregate, had paid no less than 66.67% of the total rents, fees, and charges (as defined in the 2011 AUA) paid by all signatory airlines during the

⁴ Between 2000 and 2010, the annual passenger throughput at the Airport declined by approximately 60%, from 30.6 million to 12.3 million. During the same period, annual airline operations at the Airport declined by approximately 65%, from 456,827 to 160,633.

⁵ The 2006 AUA had an MII disapproval requirement.

preceding fiscal year. *See* 2011 AUA § 101, definition of Majority-In-Interest. However, if a particular project was not approved and was funded with airport funds, and provided that the balance of unencumbered funds in the Airport Development Fund was \$20 million or greater, the City could proceed after delaying the project by one year. *See* 2011 AUA § 702(D)-(E). The 2011 AUA required no MII approval for most of the same circumstances listed in the 2006 AUA and, in addition, if a special facility was fully funded by a tenant, a project was fully funded with Passenger Facility Charges (*see* 2011 AUA § 705), or if the capital expenditure had a net cost (net of federal and state grants and PFCs) of \$100,000 or less (*see* 2011 AUA § 101, definition of Capital Outlay, and § 706).

V. New 2016 Airport Use and Lease Agreement

The new 2016 AUA (which, as noted above, became effective July 1, 2026) maintains the modified residual formula first adopted in the 2011 AUA, under which the signatory airlines pay fees and charges sufficient to ensure that the City has the wherewithal to continue operating the Airport in a safe and serviceable condition while continuing to meet all of the Airport's financial obligations.

A. Changes in Lease Terms

The 2016 AUA retains most of the provisions of the 2011 AUA. Below is a summary of each of the relevant substantive changes.

1. Lowering Hurdles to Entry

The 2016 lowers hurdles to entry to the Airport by:

- lowering common use charges by airlines enplaning less than 3% of the Airport's aggregate enplanements by counting all of them as a single airline for purposes of the 20/80 common use formulas; *see* 2016 AUA § 101, definitions of Common Use Formula and Outbound Baggage Handling System Formula;
- reducing comprehensive liability insurance limits for airlines providing service to the Airport pursuant to the federal Essential Air Service program using aircraft capable of carrying 10 passengers or fewer; *see* 2016 AUA § 1101(B)(i);
- providing more flexibility to meet the signatory airline commitment to pay aggregate landing fees of no less than \$1 million throughout the term of the agreement (prorated as necessary for varying commencement dates) by including the landing fees paid by affiliate airlines in the commitment test; *see* 2016 AUA § 101, definitions of Signatory Commitment and Affiliate; and
- expanding the ability of signatory airlines to handle not only their affiliates and other signatory airlines, but also the affiliates of other signatory airlines; *see* 2016 AUA § 301(N)(ii).

2. Ensuring Fair Charges for the Use of Facilities

The 2016 AUA ensures a fairer allocation of costs for the use of facilities by:

- beginning with fiscal year ending June 30, 2018, reallocating shortfalls associated with the terminal vacancies (the additional airline requirement component) from the current 50% airfield and 50% terminal cost center to 100% to the terminal cost center; *see* 2016 AUA § 101, definition of Additional Airline Requirement;
- imposing a new remote aircraft parking fee to defray the operating costs incurred by the City as a result of long-term parking of aircraft outside of an airline's leasehold or designated aircraft parking position(s); *see* 2016 AUA § 101, definition of Remote Parking Fee, and §§ 505(A) and 606(B)(v); and
- increasing the applicable rental rate for certain apron-level unenclosed space in the terminal buildings to \$14.00 per square foot per year; *see* 2016 AUA § 502(D).

3. Pre-Approving 5-year Capital Improvement Program

The 2016 AUA includes a pre-approved, 5-year capital improvement program totaling approximately \$170 million. The debt service associated with the capital projects included in the pre-approved list may be included in the rate-setting formulas. *See* 2016 AUA §§ 702(A), 604(A)(ii), 605(A)(iv), and 606(A)(iii).

4. Increasing Flexibility for the Administration of Projects

The 2016 AUA broadens the City's ability to spend on Airport capital plant and equipment without seeking majority-in-interest approval from the airlines by:

- increasing the minimum threshold spending amount required for seeking approval for new capital projects from \$100,000 to \$200,000 in net cost (net of federal and state grants and PFCs) per item or capital asset; *see* 2016 AUA § 101, definitions of Capital Improvement and Capital Outlays;
- providing more discretion to the City for the use of Airport discretionary funds:
 - previously, the City could use discretionary funds for capital projects above the minimum threshold (as explained above) only if the Airport discretionary account had a balance of at least \$20 million and only after waiting one calendar year after receiving a denial of a majority-in-interest approval request (*see* § IV.C above);
 - the new 2016 AUA permits the City to spend discretionary fund deposits that are in excess of a preset threshold of eligible non-airline revenues earned by the City in any fiscal year; *see* 2016 AUA § 101, definition of Airport Development Fund Deposit, and § 705(A)(x) (permitting the City to undertake capital improvements

without majority-in-interest approval if undertaken with Airport Development Fund deposits in excess of 6%);

- increasing the “materiality” threshold triggering a majority-in-interest disapproval or approval (in the case of projects whose costs directly impact rates, fees, and charges) of net cost (net of federal and state grants and PFCs) increases in previously-approved capital projects from 110% to 125% (with certain other caps applicable to projects that may increase the residual component of the rate-setting formula); *see* 2016 AUA § 704(A); and
- providing that the City may substitute any individual capital project listed in the pre-approved 5-year capital improvement program if the replacement project has the same or similar total cost, the net cost is chargeable to the same cost center, and the capital asset will accomplish the same purpose or function; *see* 2016 AUA § 702(B).

5. Making the Airport More Cost Competitive

In the aggregate, the changes reflected in the new 2016 AUA are expected to make the Airport more cost competitive, reducing the cost per enplaned passenger for the AUA signatory airlines from \$13.40 in FY2016 to a forecasted \$10.65 in FY2021, and a landing fee rate from \$7.95 per thousand pounds in FY2016 to a forecasted \$6.91 in FY2021.

B. Leasing Practices and Policies Included in Airport Use and Lease Agreement

Below is a brief description of the leasing practices and policies that are continued in the 2016 AUA:

1. Types of Space

AUA airlines may lease exclusive use space (ticket counter, office, queuing, etc.), common use space (baggage handling system space, tug drives, baggage claim areas, etc.), joint use space (operations space corridors, etc.), and preferential use space (gates and baggage make-up areas). *See* 2016 AUA § 101, definitions of Exclusive Use Space, Common Use Space, Joint Use Space, Preferential Baggage Make-Up Area, and Preferential Use Gates. However, AUA airlines are not required to lease any terminal space. *See* 2016 AUA § 402(B).

AOA airlines may use space assigned to them (without leasehold rights) by the City, use “City Gates” on a per-use basis, and/or sublease space from certain AUA airlines. *See* 2016 AOA § 402.

2. Preferential Use Gates

Both the 2016 AUA and AOA continue to designate all gates – whether leased (in accordance with the terms of the AUA) or designated (in accordance with the terms of the AOA) – as preferential use space. In accordance with 2016 AUA Section 403 and 2016 AOA Section 403, an airline’s right to a preferential gate is subject to an average gate utilization requirement (by

that airline and/or its affiliate or partner airlines) of 4 flight departures each day from that gate. For airlines leasing more than one gate, the gate utilization requirement is computed as an average use per gate.

An airline that fails to meet the average gate utilization during any given 6-month period may be required to relinquish its preferential rights to one or more gates. 2016 AUA § 403(C); AOA § 403(C). In determining which gate and AUA airline must relinquish, the City must take into consideration: the known planned uses for the gate in the near term (180 days), historical gate utilization, operational adjacencies, specialized fixtures required by the airline, and any possible workforce and operations compatibility issues. 2016 AUA § 403(D). The City continues to retain the right to determine, in its sole discretion, which gate(s), if any, must be relinquished by an AOA airline. 2016 AOA § 403(D). As a result of the number of gates available for use, *see* § III above), the City has not had the occasion to trigger these provisions.

3. Accommodation in Preferential Use Gates

Under the provisions of the 2016 AUA, Sections 406 and 407, the City retains the right to accommodate requesting airlines (either new entrants or incumbents in need of more gate space) in an airline's preferential use gates if similar space cannot be found elsewhere in one of the terminal buildings. Rather than act as an arms-length arbiter in such circumstances, the City, as the landlord, remains actively involved in the process of accommodating requesting airlines.

The process outlined in 2016 AUA for accommodating a requesting airline is as follows:

- if there is no available gate space at the airport, the City issues a request to all AUA airlines to accommodate the requesting airline, *see* 2016 AUA § 407(A);
- if no AUA airline volunteers space within 15 days of the City's request, the City determines in which gate or gates the requesting airline is to be accommodated, and gives the airline with preferential use rights to such gate(s) 30-day notice. In making the determination, the City must be guided by: the best interest of the traveling public and the operations of the Airport, historical and then-present gate utilization, the known planned uses for the gate in the near future (180 days), work-force and operational compatibility issues, and security considerations, *see* 2016 AUA § 407(B).

The City's right to accommodate a requesting airline in an AOA airline's preferential use gate is considerably broader. 2016 AOA § 406.

4. Gate Utilization Reports

As part of the monthly reporting obligations, 2016 AUA Section 507(A) and 2016 AOA Section 507(A) require each airline to report the total number of flight departures at each assigned gate.

5. City Retains Control Over Terminal Space

In accordance with the provisions of 2016 AUA Sections 408 and 409, and 2016 AOA Sections 408 and 409, the City retains the right to consolidate and/or relocate airline preferential use and exclusive space – whether leased (under the AUA) or assigned (under the AOA). Moreover, in accordance with 2016 AUA Section 303(C) and 2016 AOA Section 303(C), the City, as the proprietor of the Airport, reserves the right to designate the locations within which all activities (including airline operations) conducted at the airport may be carried out.

6. City Continues to Make Available “City Gates”

As noted above, the City continues its practice of retaining under its exclusive control a number of gates throughout the terminal buildings where airlines can be accommodated on a per-use basis.

7. Subleases

All sublease arrangements must be pre-approved by the City in accordance with the provisions of 2016 AUA Sections 1204 – 1207. Sublease agreements include instances where an AUA airline volunteers space in its preferential use gates to accommodate a requesting airline’s operations. The City expressly reserves the right to deny approval if the sublease includes charges that are not reasonable, that exceed actual costs, or that exceed 115% of the airline’s rents fees and charges allocable to such subleased space. An AOA airline may not sublease its assigned space. *See* 2016 AOA § 1102.

VI. Conclusion

The new 2016 AUA: (i) eliminates hurdles that could prevent, limit, or discourage new service, particularly new service by smaller airlines; (ii) ensures a fair allocation of costs and imposition of charges for the use of facilities; (iii) pre-approves more than 100 capital improvement projects totaling approximately \$170 million; (iv) provides the Airport with additional flexibility to administer capital projects; (v) makes the Airport more cost competitive; and (vi) all while maintaining flexibility to accommodate airline service growth – whether by new entrants or incumbents.

VII. Exhibits

Attached are the following Exhibits:

Exhibit A – 2011 Airport Use and Lease Agreement

Exhibit B – 2011 AUA Cargo Addendum

Exhibit C – 2011 Airline Operating Agreement and Terminal Building Space Permit

Exhibit D – 2011 AOA Cargo Addendum

Exhibit E – 2016 Airport Use and Lease Agreement

Exhibit F– 2016 AUA Cargo Addendum

Exhibit G – 2016 Airline Operating Agreement and Terminal Building Space Permit

Exhibit H – 2016 AOA Cargo Addendum

STL COMPETITION PLAN UPDATE

EXHIBIT A

2011 AIRPORT USE AND LEASE AGREEMENT

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



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

AIRPORT USE AND LEASE AGREEMENT

AIRLINE NAME

NO. AL-XXX

TABLE OF CONTENTS

ARTICLE I DEFINITIONS	1
Section 101. Meanings and Construction	1
Section 102. Interpretation	14
Section 103. Incorporation of Exhibits	14
ARTICLE II TERM OF THE AGREEMENT	15
Section 201. Term	15
Section 202. Holding Over	15
ARTICLE III AIRLINE RIGHTS, PRIVILEGES, AND LIMITATIONS	15
Section 301. Use of Airport	15
Section 302. Prohibition Against Exclusive Rights	22
Section 303. Restrictions on Exercise of Rights and Reservation of Rights to City	22
Section 304. Hazards	24
Section 305. Airport Security	25
Section 306. Impact on Airport Certification	25
Section 307. Avigation Rights	25
Section 308. Airline Summary	26
Section 309. Consortia	26
Section 310. Third-Party Fees	26
ARTICLE IV PREMISES	27
Section 401. General	27
Section 402. Leased Premises	27
Section 403. Preferential Use Gates	27
Section 404. Passenger Loading Bridges	28
Section 405. Accommodation in City-Controlled Facilities	29
Section 406. Accommodation in Preferential Use Gates	29
Section 407. Procedures for Accommodation in Preferential Use Gates	30
Section 408. Consolidation of Operation	31
Section 409. Relinquishment of Abandoned Space	32
Section 410. Relocation of Leased Premises	32
ARTICLE V RENTS, FEES, AND CHARGES	32
Section 501. Signatory Commitment	32
Section 502. Terminal Building Rents	33
Section 503. Landing Fees	33
Section 504. Passenger Loading Bridge Charges	33
Section 505. Other Fees and Charges	34
Section 506. Security Deposit	34
Section 507. Statistical Report	36
Section 508. Airline Records and Audit	37
Section 509. Payment Provisions	37
Section 510. No Other Rents, Fees, and Charges	39
Section 511. Security Interests	40
Section 512. Airline as Guarantor of its Affiliates	40
ARTICLE VI CALCULATION OF RENTS, FEES, AND CHARGES	40

Section 601. General	40
Section 602. Coordination Process.....	40
Section 603. Airport Flow of Funds	41
Section 604. Passenger Loading Bridge Charges	42
Section 605. Terminal Rental Rate.....	42
Section 606. Landing Fee Rates	44
Section 607. [Intentionally Left Blank].....	45
Section 608. Mid-Year Rate Adjustment	45
Section 609. Year-End Adjustment to Actual and Settlement.....	45
Section 610. Covenant Not To Grant More Favorable Terms, Rents, Fees or Charges	46
ARTICLE VII CAPITAL IMPROVEMENTS.....	46
Section 701. Capital Improvements	46
Section 702. Majority-In-Interest Approval	46
Section 703. Review and Approval of Material Changes to Approved Capital Improvements ..	47
Section 704. Long-Term Solution for Baggage Screening.....	48
Section 705. Capital Improvements to Be Undertaken Without Majority-In-Interest Approval	48
Section 706. Capital Outlays	49
Section 707. Passenger Loading Bridge Program	50
Section 708. Expenditures for Planning and Preliminary Design	50
Section 709. Effect of Construction on Leased Premises	50
ARTICLE VIII TENANT IMPROVEMENTS	51
Section 801. Alterations and Improvements by Airline	51
Section 802. Nondisturbance of Airport Tenants and Operations	53
ARTICLE IX OPERATION AND MAINTENANCE OF AIRPORT	53
Section 901. Division of Responsibility	53
Section 902. Maintenance by the City.....	54
Section 903. Maintenance by Airline	54
Section 904. City Right to Enter, Inspect, and Require Corrective Action	56
Section 905. Failure to Maintain by Airline	57
Section 906. City Obligations	57
ARTICLE X COMPLIANCE WITH LAWS.....	58
Section 1001. Observance and Compliance with Laws.....	58
Section 1002. Compliance with Environmental Laws	58
Section 1003. Passengers with Disabilities	62
Section 1004. Nondiscrimination	62
Section 1005. Prevailing Wage	62
Section 1006. Federal Preemption.....	62
ARTICLE XI INSURANCE, DAMAGE, AND INDEMNIFICATION	63
Section 1101. Insurance	63
Section 1102. Airline Actions Affecting Insurance.....	66
Section 1103. Damage to Premises	66
Section 1104. Indemnification.....	68
Section 1105. City Not Liable.....	71
ARTICLE XII MERGERS, ASSIGNMENT, AND SUBLETTING	72
Section 1201. Airline Mergers and Consolidations	72

Section 1202. Airline Assignments	72
Section 1203. City Approval of Assignments	73
Section 1204. City Approval of Subleases	73
Section 1205. Method of Obtaining Approval of Subleases	73
Section 1206. Charges to Sublessees.....	74
Section 1207. Airline to Remain Liable	74
ARTICLE XIII DEFAULT AND TERMINATION	74
Section 1301. Events of Default.....	74
Section 1302. Termination by the City.....	76
Section 1303. Change of Term.....	77
Section 1304. Termination by Airline	77
ARTICLE XIV SURRENDER OF PREMISES	78
Section 1401. Surrender of Premises.....	78
ARTICLE XV MISCELLANEOUS PROVISIONS.....	80
Section 1501. Relationship of Parties.....	80
Section 1502. Amendment	80
Section 1503. Subordination to Agreements with the United States	80
Section 1504. Subordination to Trust Indenture.....	80
Section 1505. Certificate in Connection with Issuance of Bonds.....	81
Section 1506. No Third Party Beneficiaries	81
Section 1507. Counterparts	81
Section 1508. Exhibits.....	82
Section 1509. Survival of Warranties.....	82
Section 1510. Quiet Enjoyment.....	82
Section 1511. No Personal Liability.....	82
Section 1512. Governing Law and Forum Selection	82
Section 1513. Communications and Notices	82
Section 1514. Force Majeure.....	84
Section 1515. Invalid Provisions	84
Section 1516. No Waiver	84
Section 1517. City's Rights and Remedies are Cumulative	85
Section 1518. Construction of Agreement	85
Section 1519. Timing	85
Section 1520. Representatives.....	85
Section 1521. Approvals	85
Section 1522. Successors and Assigns	86
Section 1523. Authority to Execute.....	86
Section 1524. Entire Agreement.....	86

LAMBERT-ST. LOUIS INTERNATIONAL AIRPORT[®]
AIRPORT USE AND LEASE AGREEMENT
AIRLINE NAME

This Airport Use and Lease Agreement is entered into as of the Effective Date, and is between The City of St. Louis, a municipal corporation of the State of Missouri, and *Airline Name*, a corporation organized and existing under the laws of the State of XXXXX.

RECITALS

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

Airline is engaged in the business of providing commercial air transportation as a scheduled air carrier and is certificated by the United States Government to engage in such business.

The City and certain airlines previously entered into agreements governing the use of the Airport, which expire on June 30, 2011.

Airline wishes to provide commercial air transportation at the Airport and, to that end, desires to enter into this Agreement for the use of the Airport and its facilities.

The City is willing to grant Airline certain rights and privileges for the use of the Airport and its facilities upon the terms and conditions set forth herein.

The parties, therefore, agree as follows:

ARTICLE I
DEFINITIONS

Section 101. Meanings and Construction

Except as otherwise clearly indicated by the context, the words and phrases defined in this Section shall have the following meanings when used elsewhere in this Agreement.

“Additional Airline Requirement” means, as shown on Exhibit E-4, the difference between: (i) the sum of the annual Operating and Maintenance Expenses, annual Debt Service, the annual amounts required pursuant to the Trust Indenture, the annual amount of the Debt Service Stabilization Fund Contribution, and the annual Airport Development Fund Deposit; and (ii) the sum of the Initial Requirement, the annual Non-Airline Revenues, Other Airline Revenues, the annual Interest Income, the annual Pledged PFC Revenues, and the annual amount of Rate Mitigation Program credits. The Additional Airline Requirement may be a positive or a negative number, and shall be allocated as follows: 50% to the Airfield Cost Center, and the remainder to each Terminal Cost Center based on the percentage that results from dividing the Rented Space in each of the

respective Terminal Buildings by the aggregate Rented Space in both Terminal Buildings.

“Affiliate” means any commercial air transportation company that:

- (i) is designated by Airline to the City as its Affiliate; and,
- (ii) has executed an airline operating agreement containing insurance, indemnification, and other standard provisions as required by the City; and either --
- (iii) is operating at the Airport for the benefit of Airline, under the same or substantially similar livery as Airline, and: (a) is owned by Airline, or (b) is a subsidiary of the same corporate parent of Airline, or (c) is under contract to Airline in respect of such operation; or,
- (iv) if operating under its own livery, is not selling any seats on an aircraft in its own name and all seats on such aircraft are being sold in the name of Airline; or,
- (v) is operating at the Airport under a shared International Air Transport Association (“IATA”) flight designator code with Airline at the airport.

No “major” airline, as such term is defined by the U.S. Department of Transportation, and as measured on the date of designation hereunder, may be designated as an Affiliate of Airline (unless such Affiliate is a subsidiary of Airline or of the same corporate parent as Airline). Airline shall notify the City of those commercial air transportation companies it designates as Affiliates, and when such designation is removed or when the qualifications set forth herein are no longer present. At any time, Airline may give the City 30-day notice that such commercial air transportation company otherwise meeting the definition of an Affiliate hereunder shall no longer be considered an Affiliate of Airline for purposes of this Agreement.

The Rents, Fees, and Charges of the Affiliates shall be calculated using the same methodology used to calculate Airline’s Rents, Fees, and Charges, in accordance with Article VI.

“Agreement” means this Airport Use and Lease Agreement.

“Air Transportation Business” means the carriage by aircraft of persons or property as a common carrier for compensation or hire, or the carriage of mail by aircraft in commerce, as defined in the Federal Aviation Act of 1958, as amended.

“Aircraft Parking Position” means the area on the aircraft apron adjacent to each Gate and designated by the City to serve as the position at which aircraft using each particular Gate must be parked.

“Airfield Operations Area” or “AOA” means those areas of the Airport used for the landing, taking-off, movement, and parking of aircraft, as the same now exist or as the same hereafter may be added to, modified, changed, or developed.

“Airline” means the Airline named on the signature page hereof.

“Airport” means the Lambert-St. Louis International Airport[®], together with any additions, improvements, or enlargements made from time to time.

“Airport Commission” means the now existing Airport Commission of the City created by §18.08.030 of the Revised Code of the City of St. Louis, or such officer, board or commission who or which hereafter may be legally given the powers and duties given to the Airport Commission in existence on the date hereof.

“Airport Director” means the Director of Airports for the City or the person performing the functions of that office, as authorized by the City’s Mayor, or that person authorized by the Airport Director to act for or on behalf of the Airport Director with respect to any particular matter under this Agreement.

“Airport Development Fund” means the fund by the same name established pursuant to section 502 of the Trust Indenture.

“Airport Development Fund Deposit” means an amount equal to 6% of total actual eligible Non-Airline Revenues (as shown on Exhibit E-5) received by the City during the prior Fiscal Year less annual Debt Service attributable to the Airport automobile parking areas; provided, however, that in no event shall such amount exceed \$5,000,000; and further provided that the Airport Development Fund Deposit as calculated above shall be reduced by \$1,500,000 for Fiscal Year 2012. If the Airport Development Fund has an unencumbered balance of \$65,000,000 or greater at the end of the prior Fiscal Year, the Airport Development Fund Deposit shall be \$0.

“Allocation of Amortization and Debt Service” means an allocation among the Airline Cost Centers based on the percentage that results from dividing the sum of the Amortization and Debt Service allocated to each of the respective Airline Cost Centers in any one Fiscal Year by the aggregate Amortization and Debt Service allocated to all Airline Cost Centers in such Fiscal Year.

“Amortization” means the level annual charge required to recover the Net Cost of a Capital Improvement over the Useful Life of such Capital Improvement at the effective interest rate (a.k.a. “true interest cost” or “TIC”) of the Bonds used to finance such Capital Improvement, commencing on the first day of the month following the date in which such Capital Improvement was placed into service. Amortization applies only to Capital Improvements financed with Bonds and placed into service before July 1, 2011.

“Apron-Level Unenclosed Space” means the unenclosed space under any of the concourses of the Terminal Building, as shown in Exhibit B.

“Assignment” means Assignment as defined in Section 1202.

“Bond or Bonds” means all bonds, notes, or other obligations issued by the City pursuant to the Trust Indenture.

“Capital Improvement” means any land purchased for the use of the Airport that has a Net Cost in excess of \$100,000; any capital asset or equipment acquired by the City at the Airport that has a Net Cost in excess of \$100,000; or any demolition, refurbishment, improvement, modification, remediation, replacement, installation, or construction of Airport facilities that has a Net Cost in excess of \$100,000, including any related planning and design, except for planning and preliminary design as provided in Section 708.

“Capital Outlay” means any equipment item or other capital asset acquired or constructed by the City that has a Net Cost of \$100,000 or less.

“City” means The City of St. Louis, Missouri.

“Commencement Date” means that certain date mutually agreed to by the parties as set forth in Section 201.

“Common Use Formula” means the formula used to prorate the total monthly rent attributable to the Common Use Space (including the monthly cost of maintaining and operating the inbound baggage claim conveyor system in the Terminal 1 Cost Center) in each Terminal Building among those airlines using such Common Use Space (the “Common User Airlines”) as follows:

- (i) 20 percent of such monthly rent or costs, as the case may be, equally among each such Common User Airlines; provided, however, that no Affiliate, while operating under such designation, shall be counted as a separate Common User Airline for this purpose; and
- (ii) 80 percent based on the percentage that results from dividing the average monthly number of Enplaned Passengers of each Common User Airline during the most recently available preceding six month period by the aggregate average monthly number of Enplaned Passengers of all Common User Airlines during such period.

The results of the Common Use Formula shall be calculated by the City, and shall become effective on January 1 and July 1 of every year; provided, however, that the City shall update its calculations upon the commencement of service or use by a new Common User Airline, for which the City shall estimate the average monthly number of Enplaned Passengers for purposes of the Common Use Formula calculations, or upon the cessation of service or use by a Common User Airline.

“Common Use Space” means space used in the operation of the In-Line EDS System (excluding any baggage screening checkpoint space used by TSA), the designated tug drives within the baggage make-up areas, and the baggage claim areas and related facilities and appurtenances in each of the Terminal Buildings , respectively, that Airline

uses on a common basis with other airlines assigned to that space, as depicted on Exhibit B.

“Cost Centers” means the areas (and functional activities associated with such areas) used in accounting for the purposes of calculating Rents, Fees, and Charges, as such areas now exist as shown on Exhibit A, or may hereafter be modified or expanded, and as more particularly described below:

(i) “Airfield Cost Center” means areas of the airport used for the landing, taking-off, movement, and parking of aircraft at an Aircraft Parking Position, including runways, taxiways, aprons, navigational aids, hazard designation and warning devices, airfield security roads and fencing, blast fencing, lighting, clear zones and safety areas, aviation easements, including land utilized in connection therewith or acquired for such future purpose or to mitigate aircraft noise, and the fuel storage and distribution system associated with the Terminal Buildings, and associated equipment and facilities, the acquisition, construction or installation cost of which is wholly or partially paid by the City.

(ii) “Airline Cost Centers” means the Airfield Cost Center, the Terminal 1 Cost Center, and the Terminal 2 Cost Center.

(iii) “Airport Administration Cost Center” means all of the activities of the City in managing and administering the Airport including: (1) the services provided by the Airport’s administrative organizational units or “Departments” (Office of the Airport Director, Administration, Finance and Accounting, Governmental Affairs, Properties, Safety, Public Relations, Marketing, Legal, Operations & Maintenance Management, Planning & Development, Engineering, Contract Administration, Materials Management, Information Technology, and any other administrative organizational units that may be established from time to time); (2) direct charges assessed to the Airport by the City for specific services rendered; (3) the overhead charges for other services provided to the Airport by the City as determined by the City using a city-wide cost allocation methodology; and (4) the costs of facilities that support the Airport’s administrative functions and activities.

(iv) “Other Buildings and Areas Cost Center” means the buildings and land owned by the City that may be leased to third parties for aeronautical and non-aeronautical purposes.

(v) “Parking Cost Center” means the public parking facilities owned and operated by the City, which are commonly referred to as the Terminal 1 Garage, Terminal 2 Garage, and Parking Lots A, B, C, and D.

(vi) “Passenger Loading Bridges Cost Center” means the passenger loading bridges and appurtenant equipment acquired by the City on or

after January 1, 2006, in accordance with Section 707, and available for use at any of the Gates in the Terminal Buildings.

(vii) “Terminal Roadways Cost Center” means the upper (departure) and lower (arrival) roadways serving the entire terminal complex, together with the roadway system that provides access to and from Interstate 70.

(viii) “Terminal 1 Cost Center” means the area comprising the west portion of the passenger terminal complex, also known as the main terminal building, together with concourses A, B, C and D, including all supporting and connecting structures and facilities and all related appurtenances to said building and concourses, excluding City-owned loading bridges, and also excluding Gates E34, E36, E38, and E40, and all supporting facilities and related appurtenances to such Gates, which are part of Terminal 2 sub-Cost Center.

(ix) “Terminal 2 Cost Center” means the following two sub-Cost Centers:

(1) “Terminal 2” which is the unit terminal building situated at the east end of the passenger terminal complex, including Gates E2 through E25, as well as Gates E34, E36, E38 and E40, and all supporting and connecting structures and facilities and all related appurtenances, excluding City-owned loading bridges; and

(2) the “International Facilities” which is the area comprising the federal inspection services (FIS) area, Gates E29, E31, and E33 (as designated by the City from time to time), together with all associated office and operation space, and related appurtenances, excluding City-owned loading bridges.

(x) “Terminal Cost Centers” means the Terminal 1 Cost Center and the Terminal 2 Cost Center.

“Debt Service” means Debt Service as defined in section 101 of the Trust Indenture. For purposes of this Agreement, Debt Service shall exclude Debt Service related to Capital Improvements undertaken pursuant to Subsection 705(A)(viii).

“Debt Service Reserve Account” means the account by the same name established pursuant to section 502 of the Trust Indenture.

“Debt Service Stabilization Fund” means the fund by the same name established pursuant to section 502 of the Trust Indenture.

“Debt Service Stabilization Fund Contribution” means an amount equal to the amount of the Rate Mitigation Program in any one Fiscal Year that is to be deposited in the Debt Service Stabilization Fund in that same Fiscal Year. The Debt Service

Stabilization Fund Contribution shall be allocated among each of the Airline Cost Centers based on the Allocation of Amortization and Debt Service.

“Depreciation Charges” means the Net Cost of a Capital Improvement divided by its Useful Life. Depreciation Charges may be imposed in accordance with Subsections 604(A)(ii), 605(A)(v) and 606(A)(iv) only for Capital Improvements that are undertaken pursuant to Subsection 705(A)(i)-(vii) and that are not funded from Bond proceeds.

“Effective Date” means the date in which this Agreement has been duly signed and executed by both the City and Airline, as shown on the signature page of this Agreement.

“Enplaned Passengers” means all originating and on-line and off-line connecting passengers of Airline and of all other airlines enplaning at any of the Terminal Buildings, but excluding through passengers.

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

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

“Event of Default” means an Event of Default as defined in Section 1301.

“Exclusive Use Space” means that space within the Terminal Buildings, including Airline’s operational, administrative and ticket counter space, as depicted on Exhibit B, in which Airline is granted the right to occupy and use to the exclusion of others, in accordance with the provisions of Article IV.

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

“Fiscal Year” or “FY” refers to the City's fiscal year and means the twelve-month period commencing July 1 and extending through June 30 of the following calendar year, or such other fiscal year as the City may establish by ordinance.

“Gate” means each area from which passengers enplane or deplane aircraft, including the associated holdroom and passenger loading bridge, and related tenant improvements.

“Gross Space” means the entirety of any particular area of the Terminal Buildings measured, as appropriate for each area, from the primary interior surface of the exterior walls and from the centerline of interior partitions, or, in the absence of such interior partitions, the point where such centerline would be located if such interior partitions existed, expressed in square feet.

“Hazardous Materials” means friable asbestos or asbestos-containing materials, polychlorinated biphenyls (PCBs), petroleum or crude oil or any fraction thereof, natural gas, source material, special nuclear material, byproducts, pesticides, hazardous waste, toxic substance, or any material defined or treated as a hazardous substance, regulated special waste, pollutant or contaminant (or comparable term) under any of the Environmental Laws.

“In-Line EDS System” means the In-Line EDS System built in each Terminal Building as defined in Section 704.

“In-Line EDS System Formula” means the formula to take effect upon implementation of the In-Line EDS System and used to prorate the total monthly cost of maintaining and operating the In-Line EDS System in each Terminal Building among those airlines using such In-Line EDS System in that particular Terminal Building (the “System User Airlines”) as follows:

- (i) 20 percent of such monthly costs equally among each such System User Airlines; provided, however, that no Affiliate, while operating under such designation, shall be counted as a separate System User Airline for this purpose; and
- (ii) 80 percent based on the percentage that results from dividing the average monthly number of bags processed by the In-Line EDS System for each System User Airline during the most recently available preceding six month period by the aggregate average monthly number of bags

processed by the In-Line EDS System for all System User Airlines during such period.

The results of the In-Line EDS System Formula shall be calculated by the City, and shall become effective on January 1 and July 1 of every year; provided, however, that the City shall update its calculations upon the commencement of service or use by a new System User Airline, for which the City shall estimate the average monthly number of bags to be processed by the In-Line EDS System for purposes of the In-Line EDS System Formula, or upon the cessation of service or use by a System User Airline.

“Interest Income” means the operating income amounts recorded in the Interest Income account of the Airport's general ledger.

“Initial Requirement” means the sum of the Initial Terminal Requirement for each Terminal Cost Center calculated in accordance with Subsection 605(C) and the Initial Airfield Requirement calculated in accordance with Subsection 606(B).

“Joint Use Formula” means the formula used to prorate the total monthly rent attributable to the Joint Use Space in each area of the Terminal Buildings (e.g., concourse operational area) among those parties using such area (the “Joint User Parties”) based on the percentage that results from dividing the relevant square footage attributable to the Exclusive Use Space or Preferential Use Gates of each of the Joint User Parties in that area by the aggregate leaseable square footage within such area.

“Joint Use Space” means the areas in the Terminal Buildings that Airline uses jointly with other parties assigned to those areas, as depicted on Exhibit B.

“Landed Weight” means the sum of the Maximum Certificated Gross Landed Weight for all Revenue Aircraft Arrivals over a stated period of time, rounded to the nearest thousand pounds.

“Landing Fee Rate” means any Landing Fee Rate established pursuant to Section 606.

“Landing Fees” means the fees payable by Airline for the use of the Airfield Operations Area in accordance with Section 503.

“Leased Premises” means, at any time, for Airline, those areas and facilities in the Terminal Buildings which, pursuant to Article IV, are leased to Airline for its exclusive, preferential, joint, or common use and occupancy, consisting of Exclusive Use Space, Preferential Use Gates, Preferential Baggage Make-Up Area, Joint Use Space, Common Use Space, Ticket Counter Queuing Space, and Apron-Level Unenclosed Space, as depicted in Exhibit B.

“Majority-In-Interest” means those Signatory Airlines that: (i) represent no less than 50% plus one in number of the Signatory Airlines operating at the Airport at the time of the voting action, and (ii) having paid no less than 66.67% of the total aggregate Rents, Fees, and Charges paid by all Signatory Airlines operating at the Airport during

the immediately preceding Fiscal Year. Each Signatory Airline shall have one vote. No airline shall be deemed to be a Signatory Airline for purposes of this definition if such airline is under an Event of Default pursuant to, and has received Notice in accordance with, Section 1301.

“Maximum Certificated Gross Landed Weight” means, for any aircraft operated by an airline, the maximum certified gross landing weight in one thousand pound units of such aircraft as certified by the FAA and as listed in Airline's FAA-approved Flight Operations Manual.

“Net Cost” means, with respect to a Capital Improvement or a Capital Outlay, the total project cost (including actual construction costs; architectural and engineering fees, program management fees, testing and inspection fees, construction management fees, permit fees, and other direct or allocable fees; interest during construction; and allocable out-of-pocket financing costs), less funds from any federal or state grants-in-aid or Passenger Facility Charge used in funding the Capital Improvement or Capital Outlay.

“Non-Airline Revenues” means revenues received by the City from non-airline sources less Operating and Maintenance Expenses attributable to the Parking Cost Center. As of the Effective Date, such revenues are recorded in the accounts or group of accounts of the Airport's general ledger listed in Exhibit E-5. All future revenues from non-airline sources shall be treated in like manner.

“Nonpreferential Gate Use Fee” means the fair, reasonable, and nondiscriminatory fee, established by Airline, with the prior approval of the City, for the use of Airline's Preferential Use Gates by a nonpreferential gate user. The Nonpreferential Gate Use Fee may include a space use component as well as an allowance for the use of Airline-owned equipment and furnishings considered to be essential for the use of that Gate, such as seating, podiums, and the associated passenger loading bridge. The City may disapprove a Nonpreferential Gate Use Fee that exceeds the recovery of reasonable costs. If the City and Airline cannot agree on the amount of the Nonpreferential Gate Use Fee before it must be imposed on a nonpreferential gate user, the City, in its sole discretion, shall establish the fee.

“Nonsignatory Airline” means an airline using the Airport which is not a Signatory Airline.

“Nonsignatory Landing Fees” means the Landing Fees paid by Nonsignatory Airlines.

“Nonsignatory Terminal Rents” means the rents paid by Nonsignatory Airlines for space they occupy in the Terminal Buildings.

“Notice” means a communication between the parties to this Agreement performed in accordance with the requirements of Subsection 1513(B).

“Operating and Maintenance Expenses” means, as defined in section 101 of the Trust Indenture, as follows: the City's expenses for operation, maintenance, repairs,

ordinary replacement and ordinary reconstruction of the Airport, including a reasonable reserve for uncollectible revenues, and shall include, without limitation, administrative and overhead expenses, insurance premiums, deposits for self-insurance, legal, engineering, consulting, accounting or other professional service expenses, union contribution, payments to pension, retirement, group life insurance, health and hospitalizations funds, or other employee benefit funds, costs of rentals of equipment or other personal property, costs of rentals of real property, costs incurred in collecting and attempting to collect any sums due the City in connection with the operation of the Airport, and any other expenses required to be paid by the City under the provisions of the Trust Indenture or by laws or consistent with standard practices for airports similar to the properties and business of the Airport and applicable in the circumstances, including, without limitation, an allocable share of administrative personnel costs incurred by the City at locations other than the Airport in connection with the operations of the Airport, and the expenses, liabilities and compensation of the fiduciaries required to be paid under the Trust Indenture, all to the extent properly attributable to the Airport. Operating and Maintenance Expenses shall not include any capital development cost or any allowance for depreciation or any operation or maintenance costs for special facilities where the lessee is obligated under its special facilities lease to pay such expenses. For purposes of this Agreement, Operating and Maintenance Expenses shall also include the gross receipt payments transferred annually from the Airport's revenue fund to the general fund of the City, as authorized by City ordinance, and as provided for in section 504(B) of the Trust Indenture, and the cost of Capital Outlays.

"Other Airline Revenues" means other Signatory Airline Rents, Fees, and Charges, such as charges for services and utilities, tenant improvement surcharges, and other similar charges.

"Outbound Conveyor" means the conveyor system and associated equipment used to deliver outbound bags from Airline's ticket counter to Airline's baggage make-up area that will remain operational until it is replaced by the In-Line EDS System.

"Pledged PFC Revenues" means Pledged PFC Revenues as defined in section 101 of the Trust Indenture.

"Partner" means any commercial air transportation company that:

- (i) is a Signatory Airline;
- (ii) is operating at the Airport under a shared International Air Transportation Association (IATA) flight designator code with Airline at the Airport; and
- (iii) sells seats on flights in or out of the Airport in the name of Airline.

"Passenger Facility Charge" or "PFC" means charges imposed by the City pursuant to 49 U.S.C. §40117, as amended or supplemented from time to time, and 14 C.F.R. Part 158, as amended or supplemented from time to time.

“Passenger Loading Bridge Charge” means the charge payable for the use of City-owned passenger loading bridges assigned to Airline as established in accordance with Section 604.

“Preferential Baggage Make-Up Area” means the baggage make-up area within the Terminal Buildings, as depicted on Exhibit B, in which Airline holds priority over other as to use; provided, however, that Airline shall provide access to another airline immediately upon request by such airline to allow for the retrieval of bags missorted by the In-Line EDS System without unreasonable interference with each other’s operations.

“Preferential Use Gates” means those Gates within the Terminal Buildings, as depicted on Exhibit B, in which Airline holds a priority over others as to use in accordance with the provisions of Article IV.

“Rate Mitigation Program” means the credits made annually by the City, subject to annual appropriations and the terms of the Trust Indenture, from the Debt Service Stabilization Fund in an amount not to exceed \$13.728 million each Fiscal Year for the purpose of mitigating the amount of the then current Rents, Fees, and Charges; provided, however, that the Debt Service Stabilization Fund shall be replenished annually by an amount equal to the amount appropriated for use in the Rate Mitigation Program during such Fiscal Year. Rate Mitigation Program credits shall be allocated among each of the Airline Cost Centers based on the Allocation of Amortization and Debt Service.

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

“Renewal and Replacement Fund” means the fund by the same name established pursuant to section 502 of the Trust Indenture.

“Rented Space” means the sum of the Leased Premises of the Signatory Airlines.

“Rents, Fees, and Charges” means for any Fiscal Year, the rents, fees, and charges payable by Airline pursuant to Articles V and VI. The definition of Rents, Fees, and Charges excludes Passenger Facility Charges.

“Requesting Airline” means an airline requesting the right to use, in common with Airline, all or a designated portion of Airline’s Preferential Use Gates in accordance with the provisions of Section 406.

“Revenue Aircraft Arrival” means each landing of an aircraft at the Airport, except: (i) landing of an aircraft that departs from the Airport and returns, without having landed at another airport, for meteorological, mechanical, safety, or any other emergency purpose; (ii) the landing of aircraft during training flights; or (iii) the landing of aircraft during maintenance test flights.

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

“Security Deposit” means an irrevocable letter of credit or other instrument acceptable to the City provided pursuant to Section 506.

“Signatory Airline” means, at any time, each one of the airlines which then has executed an agreement with the same expiration date, and containing substantially similar terms and conditions as this Agreement.

“Signatory Commitment” means the irrevocable commitment made by Airline such that the aggregate Landing Fees payable to the City in accordance with Section 503 during the Term shall be no less than \$1,000,000, regardless of the level of activity during the Term; provided, however, that if the Commencement Date is other than July 1, 2011, the Signatory Commitment shall be prorated for the balance of the Term based on the number of months beginning with the calendar month following the Commencement Date, so that the Signatory Commitment shall equal \$16,666.67 multiplied by the number of months in the Term.

“Term” means the Term as defined in Section 201.

“Terminal Buildings” means the terminal complex area comprised of the Terminal 1 Cost Center and the Terminal 2 Cost Center.

“Terminal Rental Rate” means the rental rate payable for the Leased Premises assigned to Airline in each of the Terminal Buildings as established in accordance with Section 605.

“Ticket Counter Queuing Space” means the public area in front of, and extending 15 feet from, Airline’s ticket counters, as shown on Exhibit B.

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

“Trust Indenture” means the Amended and Restated Indenture of Trust between the City and UMB Bank, N.A., Trustee, dated as of October 15, 1984, as Amended and Restated as of July 1, 2009, and as further amended or supplemented from time to time. The City shall provide to Airline a copy of all such amendments and supplements.

“Usable Space” means the Gross Space of the particular Terminal Building, less any mechanical, electrical, and other utility space.

“Useful Life” means the estimated period of time in which the Net Cost of a Capital Improvement is recovered through Amortization or Depreciation Charge. Useful Life shall be determined by the City based on generally accepted accounting practices.

Section 102. Interpretation

(A) References in the text of this Agreement to articles, sections, paragraphs, or exhibits pertain to articles, sections, paragraphs, or exhibits of this Agreement, unless otherwise specified.

(B) The terms “hereby,” “herein,” “hereof,” “hereto,” “hereunder,” and any similar terms used in this Agreement refer to this Agreement.

(C) Words importing persons shall include firms, associations, partnerships, trusts, corporations, and other legal entities, including public bodies, as well as natural persons.

(D) Any headings preceding the text of the articles and sections of this Agreement, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction, or effect.

(E) Words importing the singular shall include the plural and vice versa. Words of any gender shall be deemed to include correlative words of the other gender.

(F) The term “including” shall be construed to mean “including without limitation,” unless otherwise expressly indicated.

(G) All references to number of days shall mean calendar days.

(H) Words used in the present tense include the future.

Section 103. Incorporation of Exhibits

The following Exhibits are hereby made a part of this Agreement:

Exhibit A – Cost Centers

Exhibit B – Leased Premises

Exhibit C – Statistical Report Forms

Exhibit D – Area Measurement Policy, Measurement Rules

Exhibit E – Illustrative Calculation of Rates and Charges

Exhibit F – Application of Airport Revenues Under Trust Indenture

Exhibit G – Division of Responsibility for Maintenance and Operation

ARTICLE II TERM OF THE AGREEMENT

Section 201. Term

The term of this Agreement (“Term”) shall commence on _____ (the “Commencement Date”), and shall expire at midnight local time on June 30, 2016, unless sooner terminated pursuant to the provisions hereof.

Section 202. Holding Over

If Airline holds over after the expiration or early termination of this Agreement, the resulting tenancy shall be for an indefinite period of time on a month-to-month basis, during which tenancy the parties to this Agreement shall continue to adhere to all covenants, conditions and provisions of this Agreement; provided, however that, unless otherwise agreed to by the Airport Director with the approval of the Airport Commission, Airline shall be deemed to be a Nonsignatory Airline for purposes of Sections 702, 703 and 705, and shall pay to the City the rents, fees, and charges then applicable to Nonsignatory Airlines. Acceptance by the City of payment of Rents, Fees, and Charges after expiration or early termination of this Agreement shall be deemed to be payment on account, and shall not operate to waive or modify any provision of this Section.

ARTICLE III AIRLINE RIGHTS, PRIVILEGES, AND LIMITATIONS

Section 301. Use of Airport

Subject to the terms of this Agreement, Airline shall have the right to conduct its Air Transportation Business at the Airport and to perform all operations and functions that are incidental or necessary to the conduct of such business at the Airport. Nothing in this Article shall be construed as authorizing Airline to conduct any business separate and apart from the conduct of its Air Transportation Business at the Airport. Any rights not

specifically granted to Airline for its use of and operations at the Airport pursuant to this Agreement are hereby reserved for and to the City.

(A) *Use in Common of Terminal Buildings.* Airline shall have the right to use, in common with, and subject to the rights of others so authorized, the public areas and public facilities of the Terminal Buildings.

(B) *Use in Common of Airfield Operations Area.*

(i) Airline shall have the right to use the Airfield Operations Area, in common with others so authorized, to land, takeoff, fly over, taxi, tow, park, and condition Airline's aircraft. Airline shall not knowingly permit, without the consent of the City, the use of the Airfield Operations Area or any portion thereof by any aircraft operated or controlled by Airline that exceeds the design strength or capability of such area as reasonably established by the City.

(ii) Airline shall have the right to park, service, load, and unload its aircraft only in Airline's designated Aircraft Parking Position(s) or in other areas designated by the City for that purpose, subject to the availability of space.

(C) *Airline Operations.* Airline shall have the right to handle reservations; sell tickets, including electronic tickets; document shipments; and load and unload persons, property, cargo, and mail, including interlining with other airlines.

(D) *Maintenance of Aircraft and Equipment.* Airline shall have the right to conduct routine servicing by Airline, or by its suppliers of materials or by its furnishers of routine services, of aircraft operated by Airline or by other airlines with which Airline has an approved handling agreement, at its assigned Aircraft Parking Position(s), or as otherwise permitted by the City's Rules and Regulations; provided, however, that Airline shall not do, or permit to be done any heavy maintenance (e.g., engine changes, control surface replacements and overhauls) at its assigned Aircraft Parking Position(s) unless such maintenance is consented to by the City. Airline shall restrict its maintenance and/or repairs of ground support equipment (e.g., baggage carts, power units, and trucks) only to areas designated by the City for that purpose. The City reserves the right to require all third-party suppliers of materials or furnishers of services doing business at the Airport to secure a permit from the City, to comply with all applicable Rules and Regulations, and to pay any applicable fees to the City for conducting such activity at the Airport. All Hazardous Materials used and wastes generated in the course of maintenance of aircraft and equipment by Airline and its suppliers, contractors and agents shall, as between the City and Airline, be the sole responsibility of Airline and such materials shall be managed in full conformance with all applicable Environmental Laws and Environmental Permits.

(E) *Ramp Support.* Subject to applicable fees and charges, Airline shall have the right to use water, electric power, telephone, and preconditioned air systems, to the extent supplied by the City, at or adjacent to Airline's assigned Aircraft Parking Positions. To the extent such systems are not supplied by the City, Airline shall have the right to purchase, install, use, and maintain, at Airline's assigned Aircraft Parking Positions, equipment and services necessary for loading, unloading, and general servicing of Airline's aircraft, auxiliary power systems, air start systems, preconditioned air systems, and other miscellaneous aircraft and aircraft-related support equipment and facilities.

(F) *Storage and Use of Fuels, Lubricants, and Deicing Fluids.* Airline shall have the right to erect or install and maintain on the Airport, only at locations designated, and in a manner approved by the City, adequate storage facilities for fuels, lubricants, and deicing fluids, together with the necessary pipes, pumps, motors, filters and other appurtenances incidental to the use thereof. Airline shall install, maintain, and operate such storage facilities in full compliance with all applicable federal, state and local laws and regulations, and in accordance with insurance underwriters' standards. As between Airline and City, Airline is solely responsible for obtaining and complying with any necessary Environmental Permits for such storage facilities in accordance with applicable Environmental Laws. The City reserves the right to assess a reasonable rental or use charge for any such storage areas, if located outside the Leased Premises.

(i) Airline shall apply deicing/anti-icing fluids only in areas in which appropriate containment systems are operational, or in areas otherwise designated by the City after consultation with the Signatory Airlines. The City reserves the right to include the costs associated with the operation and maintenance of containment systems in the Airfield Cost Center.

(ii) All non-hydrant fueling trucks shall be reasonably approved by the City, including their routing and parking locations.

(iii) Airline shall comply with the Airport's storm water management plan and pollution prevention plan in regard to the use and release of deicing/anti-icing fluids and fuels [see Subsection 1002(H)].

(G) *Personnel.* Airline shall have the right to hire and train personnel in the employ of or to be employed by Airline at the Airport.

(H) *Customer Service.* Airline shall have the right to provide to its passengers such services that Airline normally provides at similar airports, such as skycaps and wheelchair services. Airline shall not provide any type of motorized passenger cart services within the Terminal Buildings without the approval of the City.

(I) *Test of Aircraft and Equipment.* Airline shall have the right to test aircraft and other equipment owned or operated by Airline; provided that such testing is

incidental to the use of the Airport in the operation by Airline of its Air Transportation Business and will not hamper or interfere with use of the Airport and its facilities by others entitled to use of the same. The City reserves the right to restrict any testing operations it deems to interfere with the safe and efficient use of the Airport and its facilities or to create excessive noise as determined by the City.

(J) *Sale, Disposal, or Exchange of Equipment and Products.* Airline shall have the right to sell, dispose, or exchange aircraft, engines, accessories, gasoline, fuel, oil, lubricants, deicing fluid, and other equipment of Airline, only in areas designated by the City and in conformance with all applicable federal, state, and local laws and regulations.

(K) *Use of Ground Transportation.* Airline shall have the right to load and unload persons, property, cargo, and mail by motor vehicles or other means of conveyance, operated by itself or provided by third-party suppliers, as Airline may desire or require in the operation of its Air Transportation Business, via routes and at locations at the Airport designated by the City; provided, however, that the City reserves the right to require such third-party supplier or suppliers to secure a permit from the City, to comply with all applicable Rules and Regulations, and to pay any applicable fees to the City to conduct such activity at the Airport.

(L) *Modification of Leased Premises.* Airline shall have the right to conduct the following activities within its Leased Premises, subject to the approval and permitting requirement provisions of Article VIII:

(i) build, install, maintain and operate facilities and equipment for all activities related to its Air Transportation Business at the Airport, including: check-in and ticket counters; reservations offices; administrative offices; operations offices; lockers, restrooms, and related facilities for its employees; and baggage, cargo, and mail handling and storage space; provided, however, that the particular Leased Premises are designed to be used for said purpose or that said use has been approved by the City;

(ii) install and maintain personal property, including furniture, furnishings, supplies, machinery, and equipment deemed necessary or prudent for the operation of its Air Transportation Business; title to such personal property shall remain with Airline, subject to the provisions of this Agreement;

(iii) install and maintain wall treatments, banners, and other identifying signs, subject to the prior approval of the City, and provided that such signs shall be substantially uniform in size, type, and location with those of other Signatory Airlines, harmonious and in keeping with the pattern

and decor of the Terminal Buildings, and consistent with the City's graphics standards and standards for mounting; and

(iv) construct modifications, finishes, and improvements deemed necessary or prudent for the operation of its Air Transportation Business.

(M) *Airline Clubs.* Airline shall have the right to furnish and operate a preferred customer, VIP club, or similar private club. In addition to its space rents, Airline shall pay a concession fee if it provides goods or services for a charge, which concession fee shall be the applicable concession fee rate for like sales payable at the Airport; provided that no such payment shall be required with respect to: (i) goods or services obtained from concessionaires already obligated to make payments to the City with respect to such goods or services, (ii) the rent of conference room space within the club, and (iii) reciprocal club membership fees. Notwithstanding the above, club membership fees shall be exempt from concession fees. At Airline's option, such preferred customer or VIP club may be shared with one or more other airlines.

(N) *Handling Arrangements.* Airline shall have the right to enter into or conduct handling arrangements as part of its Air Transportation Business at the Airport.

(i) The rights granted to Airline pursuant to this Article may be exercised on behalf of Airline by its Affiliates, by other Signatory Airlines, or by third-party suppliers; provided, however, that the City reserves the right to require such third-party suppliers to secure a permit from the City, to comply with all applicable Rules and Regulations, and to pay any applicable fees to the City to conduct such activity at the Airport.

(ii) Airline may exercise on behalf of its Affiliates or other Signatory Airlines any of the rights granted Airline herein, so long as Airline is concurrently exercising those same rights in the operation of Airline's own Air Transportation Business at the Airport, subject to Rents, Fees, and Charges applicable to such activities.

(O) *Airport Access.* Airline shall have the right of ingress to and egress from the Airport including its Leased Premises and the public areas and public facilities of the Terminal Buildings, for Airline's employees, agents, contractors, passengers, guests, invitees, licensees, suppliers of materials and providers of service, and its or their equipment, vehicles, machinery, and other property; provided, however, that the foregoing shall not preclude the City from: (i) subjecting such persons to the City's Rules and Regulations, (ii) requiring such persons to enter into an agreement with the City when such access is required on an ongoing basis, or (iii) imposing any charge, permit or license fee for the right to do business at the Airport; further provided, however, that ingress to and egress from the Airport may be conditioned on adherence to security requirements, and may be limited on temporary bases for security reasons.

(P) *Right to Purchase Services and Products.* Airline shall have the right to purchase or contract for services and products subject to the limitations contained herein:

(i) Airline may purchase or otherwise obtain products of any nature, including aircraft, engines, accessories, gasoline, oil, grease, lubricants, fuel, propellants, passenger supplies and other materials, equipment, supplies, articles, and goods, used or acquired by Airline in connection with or incidental to Airline's Air Transportation Business at the Airport from any person or company; provided, however, that the City reserves the right to require such person or company to secure a permit from the City, to comply with all applicable Rules and Regulations, and to pay any applicable fees to the City to conduct such activity at the Airport.

(ii) Airline shall have the right to contract with a third party or Airline-owned ground handler to provide to it or to perform for it any of the services or functions which it is entitled to perform hereunder, provided that such third party must maintain any permits and pay all fees required by the City. The contractual relationship between any third party and Airline shall not affect in any way the fulfillment of Airline's obligations, including those of insurance and indemnification for activities, hereunder.

(iii) Any suppliers, contractors or agents performing services for, or selling products to, Airline at the Airport shall conform to applicable performance standards, lease requirements, and the City's Rules and Regulations, including any permit requirement or payment of fees required by the City.

(Q) *Communications and Weather Equipment, Multi-User Flight Information Display System (MUFIDS) and Public Address System.* Airline shall have the right to use the following communications equipment, flight information displays, and public address systems in conjunction with the conduct of its Air Transportation Business:

(i) Subject to the prior approval of the City and conditions stated below, Airline shall have the right to install, maintain, and operate, alone or in conjunction with any other Signatory Airline(s), or through a nominee, such radio, telecommunications (both wireline and wireless), meteorological, aerial navigation, and computer equipment, facilities and associated wiring, as may be necessary for the conduct of Airline's Air Transportation Business at the Airport. The location of such equipment and facilities, method of installation, and type of equipment shall be subject to the prior approval of the City. The City may require modification, removal, or relocation of such equipment if it interferes with other communication, meteorological, or aerial navigation systems operated by the City, other tenants, or governmental agencies. Such modification, removal, or relocation shall be at the City's sole cost. The

City shall have the right to charge a fee, surcharge, or rental charge for any equipment location outside of Airline's Leased Premises. The City retains the right to impose reasonable and non-discriminatory access fees to third-party telecommunications and data service providers

(ii) Airline shall provide electronic flight arrival and departure information through City-installed systems and shall cooperate with the City's installation and maintenance of centralized and remote flight information displays.

(iii) Airline shall have the right to use, in common with others so authorized, the public address system serving the Terminal Buildings. Airline shall not install, cause to be installed, or use any other public address system at the Terminal Buildings without the prior approval of the City.

(iv) Airline shall comply with the Airport's RF Systems Antenna/Radio Frequency Policy, as amended from time to time.

(R) *Food and Beverage.* Airline shall have the following rights to prepare, package, and/or distribute food and beverages with respect to the conduct of its Air Transportation Business at the Airport:

(i) Airline shall have the right to purchase, prepare, and/or package food and beverages to be distributed at no cost to passengers of Airline, its Affiliates, or Partners without paying the applicable concession fee. Airline shall pay a concession fee for all food and beverages purchased, prepared, and/or packaged to be sold at the Airport; provided that no such payment shall be required with respect to food and beverages obtained from vendors already obligated to make payments to the City with respect to such food and beverages. Moreover, if Airline provides in-flight food and beverage preparation services to other airlines other than its Affiliates or Partners, Airline shall pay a concession fee. The concession fee to be paid by Airline shall be the applicable concession fee rate paid by in-flight food catering concessionaires located at the Airport.

(ii) If Airline purchases food and beverages from an off-Airport caterer for delivery to Airline at the Airport, said caterer shall have a contract with, or permit from, the City to do business at the Airport, and said caterer shall be subject to a concession fee equal to the concession fees paid by in-flight food catering concessionaires located at the Airport.

(iii) Airline shall have the right to distribute food and/or beverages to passengers at no cost from Airline's Leased Premises in the event of service delays or other emergencies. Airline shall also have the right to distribute food and/or beverages at no cost to the general public from

Airline's Leased Premises; provided, however, that such distribution must be in connection with holidays and/or promotional events.

(iv) Airline shall have the right to install soft drink and/or snack vending machines in its non-publicly accessible Leased Premises for the sole use of Airline's employees, contractors, and agents. Such sales shall not be subject to a concession fee. Vending machines shall not be within the view of the general public. Vending machine locations are subject to the prior approval of the City.

(S) *Employee Parking.* The City may, but is not required to, designate parking areas at the Airport available to Airline's employees while at work at the Airport, subject to the payment of monthly fees as the City shall determine from time to time. The City shall have the right to relocate, re-designate, or otherwise change the location of such parking areas, if any, as needed.

Section 302. Prohibition Against Exclusive Rights

It is hereby specifically understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right to provide aeronautical services to the public as prohibited by 49 U.S.C. §§40103(e) and 47107(a)(4), as amended from time to time, and the City reserves the right to grant to others the privilege and right of conducting any or all activities of an aeronautical nature.

Section 303. Restrictions on Exercise of Rights and Reservation of Rights to City

The rights established in this Article shall not be exercised so as to interfere with the City's operation of the Airport for the benefit of all aeronautical users, and shall be subject at all time to the restrictions herein and reservation of rights by the City.

(A) *No Interference with Operations.* If the City determines that Airline or its contractors are exercising the rights and privileges granted to Airline pursuant to this Article (i) in a manner which interferes with the operation or maintenance of the Airport; (ii) in a manner which adversely affects the health, safety or security of the public or other users of the Airport; or (iii) in a manner that fails to comply with the City's Rules and Regulations, Environmental Permits applicable to Airline, any of the plans or programs prepared in response to the City's Environmental Permits as provided in Section 1002, or the terms of this Agreement, the City shall give Airline Notice of such determination including the specific reasons therefor. Airline shall promptly commence and diligently pursue actions necessary to correct the conditions or actions specified in such Notice. If such conditions or actions are not, in the opinion of the City, promptly corrected after receipt of such Notice or if such conditions or actions required corrective action over a period of time, and Airline has not, in the reasonable opinion of the City, promptly commenced and diligently pursued all such corrective action, then upon 10 days Notice from the City to Airline, the City may suspend Airline's or its contractor's access to the Airport. Notwithstanding the foregoing provision,

the City shall have the right, upon Notice to Airline, to immediately suspend operations of Airline or of said contractors if such action is necessary to protect the health, safety or security of the public or other users of the Airport or in emergency situations.

(B) *Integration with Systems.* Airline shall not knowingly do, or permit to be done, anything that may interfere with the effectiveness or accessibility of the drainage, deicing fluid collection system, sewer, water, communications, heating or ventilation, air conditioning, natural gas, sprinkler, alarm or fire protection systems, fire hydrants and hoses, or any other part of the utility, electrical, or other systems installed or located from time to time at the Airport.

(C) *Right to Designate Location.* The City reserves the right to designate the locations within which all of the activities conducted at the Airport, including the activities authorized herein, shall be conducted, and to reasonably change such designations from time to time; provided, however, that the City shall comply with the provisions of this Agreement if Airline's Leased Premises, or any portion thereof, are relocated as a result of any re-designation.

(D) *Airport Access.* The City may, from time to time, temporarily or permanently close or restrict specific roadways, taxiways, taxi lanes, runways, apron areas, doorways, and any other area at the Airport; provided, however, that, unless an emergency situation exists, to the extent that the City deems it practical, Airline shall be notified with regard to such closings in order to minimize the disruption of services being provided. The City shall have the right at any time or times to relocate, reconstruct, change, alter, or modify any such means of access provided for pursuant to this Agreement or otherwise, either temporarily or permanently; provided that a reasonably convenient and adequate means of access, ingress, and egress shall exist or be provided in lieu thereof. The City shall reasonably notify Airline of any such action.

(E) *Telecommunication and Data Networking Infrastructure.* The City, acting in its capacity as proprietor of the Airport, retains the right to act as or designate the provider of wireless and wireline public telecommunications services and public data networking infrastructure for the general public in the public accessible areas of the Airport. The City shall have the sole right to determine the location of, and install or cause to be installed, all public telephones, public telefax, wireless access, and other public telecommunications devices and conduit in any part of the Airport, provided that doing so does not (i) unreasonably interfere with Airline's operations authorized hereunder or (ii) substantially diminish the space contained in or the functionality of Airline's Leased Premises. Upon reasonable prior notification by the City, the City shall be entitled to reasonable access to Airline's Leased Premises to install or service such devices. The City shall be entitled to all income generated by such telephones and devices and shall have the right to collect reasonable and non-discriminatory charges for access to the telecommunications/data networking infrastructure except for systems or components which are owned by Airline.

(F) *Informational Devices.* The City reserves the right to install or cause to be installed informational devices, including static and electronic advertising, in all public accessible areas of the Terminal Buildings; provided, however, that such installation shall not unreasonably interfere with the operations of Airline authorized herein. The City has the right to enter Airline's Leased Premises to install or service such devices. The City shall be entitled to all income generated by such devices. The City will use its best efforts to restrict the content of advertising messages displayed in informational devices located within Airline's Common Use Space and Preferential Use Gates that are deemed to be incompatible with Airline's Air Transportation Business.

(G) *All Other Rights.* Any and all rights and privileges not specifically granted to Airline for its use of and operations at the Airport pursuant to this Agreement are hereby reserved for and to the City.

(H) *Strict Construction of Rights.* The rights granted to Airline hereunder may be exercised by Airline only to the extent such rights are necessary or incidental to the conduct by Airline of its Air Transportation Business at the Airport.

Section 304. Hazards

Airline shall not do, authorize to be done, or fail to do anything at the Airport which may: (i) create or contribute to a nuisance, (ii) in any way obstruct or interfere with rights of others using the Airport, or (iii) create a hazardous condition so as to increase the risks normally attendant upon operations permitted herein.

(A) *Noise Abatement.* Airline shall not engage in any activity prohibited by the City's applicable noise abatement procedures included in the Rules and Regulations, as they may be promulgated from time to time, but only to the extent that the City's noise abatement procedures do not conflict with applicable laws or regulations.

(B) *Engine Runups.* Airline shall perform aircraft engine runups only at locations and during time periods approved by the City, in its sole discretion.

(C) *Disabled Aircraft.* As soon as possible after release from proper authorities, Airline shall promptly remove any of its disabled aircraft from the Airfield Operations Area or Aircraft Parking Positions, shall place any such disabled aircraft only in such storage areas as may be designated by the City, and shall store such disabled aircraft only upon such terms and conditions as may be reasonably established by the City. If Airline fails to promptly remove its disabled aircraft from the Airfield Operations Area or Aircraft Parking Positions, the City may remove said aircraft and take other reasonable and appropriate action under the circumstances. The City shall add the cost of such removal or other action, plus actual administrative costs, including time and expenses, as an additional charge due hereunder on the first day of the month following the date

of such work. The City's rights under this Section are in addition to all other rights and remedies provided to the City hereunder.

(D) *Aircraft Apron Operations:*

- (i) Airline shall not operate the engines of aircraft so as to endanger persons or property on the aircraft apron.
- (ii) The City retains the right to review and approve all aircraft push-out, power-out, and/or power-back operating procedures at each Aircraft Parking Position, which approval shall not be unreasonably delayed or denied.

Section 305. Airport Security

(A) Airline shall not do or permit its agents, employees, and its contractors or suppliers while such contractors or suppliers are providing services to Airline, to do anything at the Airport that would be in conflict with or violate the requirements of any federal, state, or local law, regulation or security directive regarding airport security, as they may be amended from time to time, or the Airport Security Program.

(B) Airline shall be responsible for obtaining and coordinating any security badging, vehicle decals, and/or any other actions required to ensure that Airline's agents, employees, contractors, or suppliers are in compliance with the City's security plan, and any federal, state, or local law, regulation and security directive regarding airport security, as they may be amended from time to time. Airline shall be responsible for all costs associated with obtaining such badge and/or access privileges.

Section 306. Impact on Airport Certification

Airline shall not knowingly do or permit its agents, directors, or employees to do anything at the Airport that would be in conflict or violate the requirements of Part 139 of the Federal Aviation Regulations, "Certification and Operations: Land Airports Serving Certain Air Carriers," as amended from time to time, or any successor regulation, order, or directive, or that would jeopardize the Airport's operating certificate obtained pursuant to such Federal regulations.

Section 307. Avigation Rights

The City reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Airport, including Airline's Leased Premises, for navigation or flight in said airspace for landing on, taking off from, or operating at the Airport.

Section 308. Airline Summary

Upon request by the City, Airline shall provide to the City a written summary containing the following information and such additional information as the City may reasonably request from time to time:

- (A) The names, addresses, and telephone numbers of Airline officials responsible for station operations, flight operations, properties, and facilities, including a 24-hour emergency contact. Airline shall update information as needed.
- (B) The published schedules of Airline's flight activity at the Airport.
- (C) The description of Airline's fleet and identification of the type and series of aircraft. Airline shall reasonably notify the City of the introduction of an aircraft that is not being operated by Airline at the Airport on the date of this Agreement.

Section 309. Consortia

Airline shall have the right to establish one or more consortia with other Signatory Airlines to exercise any one or more of the rights and responsibilities granted to, or accepted by, Airline pursuant to Article III and Article IX of this Agreement. Subject to the prior approval of the Airport Director and the Airport Commission, Airline may also establish one or more consortia with other Signatory Airlines to provide services, maintenance, and operation of City facilities and equipment related to Airline's activities at the Airport, which facilities and equipment are the responsibility or right of the City to perform under Article IX; provided, however, that any such services shall be performed in accordance with standards to be approved by the Airport Director. Airline understands and agrees that the City reserves the right to require all third-party suppliers of materials or furnishers of service doing business at the Airport under contract with, or on behalf of, any such airline consortium to secure a permit from the City, and to comply with all applicable Rules and Regulations; provided, however, that such third-party suppliers will not be required to pay fees to the City for conducting such activity for, or on behalf of, an airline consortium at the Airport.

Section 310. Third-Party Fees

Any charge, permit or license fee for the right to do business at the Airport that the City may impose on third-party service providers under this Article III shall be fair, reasonable and nondiscriminatory, and shall not be imposed on any entity that is wholly owned by Airline or is a wholly-owned subsidiary of the same corporate parent as Airline, when such third-party entity provides services to Airline.

ARTICLE IV PREMISES

Section 401. General

The City intends to maximize the utilization and flexibility of current Airport facilities to meet changing air service demands.

Section 402. Leased Premises

(A) The City hereby leases to Airline the Leased Premises as shown on Exhibit(s) B. Airline accepts the Leased Premises in AS IS condition, with no warranties or representations, expressed or implied, oral or written, made by the City or any of its agents or representatives.

(B) Airline acknowledges that the City requires no commitment by Airline to lease space at the Airport as a condition precedent to entering into this Agreement.

(C) If space changes are made consistent with the provisions of this Agreement, revised exhibits may be substituted for those herein without the necessity for amendment of this Agreement; which substitution may be made by Notice to Airline from the City.

(D) Airline agrees that the measurements obtained from the City's Computer-Aided Drafting and Design ("CADD") drawings of the Terminal Buildings shall be used for determining the amount of space in the Terminal Buildings, including the Leased Premises, and for calculating the Terminal Rental Rates. Such CADD drawings are the basis for the exhibits to this Agreement. As the spaces in the Terminal Buildings and the Leased Premises change from time to time, the City may revise the exhibits to this Agreement by notifying Airline that it is substituting new exhibits; provided, however, that (i) all CADD measurements shall be done in compliance with the Lambert-St. Louis International Airport, Planning and Engineering, Area Measurement Policy, Measurement Rules, as shown in Exhibit D; (ii) Airline shall be notified by the City, including a copy of any such substituted exhibit; and (iii) no such changes to Airline's Exclusive Use Space, Preferential Baggage Make-Up Area, or Preferential Use Gates shall be made without the consent of Airline, which consent shall not be unreasonably delayed or withheld.

Section 403. Preferential Use Gates

Airline shall have a priority in using its Preferential Use Gates as follows:

(A) Airline's right to its Preferential Use Gates shall be subject to an average Gate utilization requirement of 4 flight departures each day per Gate assigned to Airline. For purposes of this Section, flight departures by Affiliates, Partners, and

sublessees shall be counted towards Airline's average Gate utilization requirement.

(B) Airline shall have the right to permit the occasional use of any of its Preferential Use Gates by other airlines to accommodate non-routine irregular operations. Such use shall not be considered a sublease arrangement.

(C) If Airline fails to meet the average Gate utilization requirement set forth in Subsection 403(A) during any given six-month period, Airline may be subject to losing its preferential right to one or more Gates, so that, thereafter, Airline will meet the average Gate utilization requirement with its remaining Preferential Use Gates. If Airline is required by City to relinquish any Gate(s) in accordance with Subsection 403(D) and Section 408, such Gate(s) shall be deleted prospectively from Airline's Leased Premises and Airline's rent obligation with respect to such Gate(s) shall cease.

(D) If City requires Airline to relinquish one or more of its Preferential Use Gates, City and Airline will confer to determine whether Gates should be relinquished, and if so, which Gates should be relinquished. If after 15 days of good faith negotiations no agreement is reached, the City shall select the Gate(s) to be relinquished. In making such selection, the City shall take into consideration the best interest of the traveling public and the operations of the Airport, and will also be guided by the following factors:

- (i) all known planned Gate uses in the 180 days immediately after the relinquishment;
- (ii) Airline's historical Gate utilization;
- (iii) Airline's operational space adjacencies;
- (iv) specialized fixtures required for Airline's operations; and
- (v) the compatibility of any new proposed operations and work force with Airline's and its Affiliates' operations and work force.

Section 404. Passenger Loading Bridges

(A) Airline shall have the right to use the City-owned passenger loading bridges and appurtenant equipment at each of Airline's Preferential Use Gates in accordance with the provisions of this Agreement.

(B) If passenger loading bridges are not supplied by the City, Airline shall have the right to install and use its own passenger loading bridges and appurtenant equipment at its Preferential Use Gates.

Section 405. Accommodation in City-Controlled Facilities

The City may retain under its exclusive control and possession certain facilities in the Terminal Buildings, including, initially, the facilities described and shown on Exhibit B. It is the intent of the City to use, at its discretion, any of the City-controlled facilities to accommodate: (i) airlines not requiring permanent facilities or airlines requiring temporary accommodation pending allocation of permanent facilities, and (ii) the needs of Signatory Airlines and Nonsignatory Airlines. Upon Airline's request, the City may grant to Airline the right to use, in common with other airlines, designated City-controlled facilities subject to Airline's payment of applicable fees.

Section 406. Accommodation in Preferential Use Gates

In accordance with the procedures for accommodation outlined in Section 407, and as set forth in this Section 406, the City may grant Requesting Airline(s) the right of use in common of all or a designated portion of Airline's Preferential Use Gates and rights of ingress and egress subject to and in accordance with the terms and conditions of this Agreement.

(A) The right to use Airline's Preferential Use Gates (and associated Aircraft Parking Positions, appurtenant equipment, and ancillary support space which are reasonably necessary for the effective use of such Gates), shall be scheduled so as not to interfere with Airline's scheduled deplaning, enplaning, and servicing activities or those of any Affiliate or Partner, or any other airline that Airline services under any then-existing handling agreement. In accommodating Requesting Airline(s) in Airline's Preferential Use Gates, the City shall provide for departure not later than one hour before Airline's next scheduled arrival and for arrival not earlier than one hour after Airline's scheduled departure. Airline, its Affiliates, and Partners shall have priority over other users with respect to overnight parking on Airline's assigned Aircraft Parking Position, provided that Airline, its Affiliates, and Partners may be required to remove a parked aircraft from its Assigned Parking Position during regular hours of operations to accommodate use by others in accordance with the provisions of this Article. Airline's off-schedule operations in its Preferential Use Gates shall take precedence over the use of a Requesting Airline; provided, however, that if Airline's off-schedule operations interfere with the Requesting Airline's use of Airline's Preferential Use Gates, Airline shall work with, and shall make best efforts to accommodate, Requesting Airline at another Gate.

(B) As a condition to any grant of rights to the Requesting Airline in accordance with this Section, the City shall require Requesting Airline to pay Airline, and Airline shall be entitled to collect from the Requesting Airline the Nonpreferential Gate Use Fee, as well as reasonable charges for the Requesting Airline's use of Airline's proprietary systems and equipment.

(C) When granted use of space under the provisions of Sections 406 and 407, Requesting Airlines shall have the right in all cases to ground-handle their own operations or to be handled by the operator of their choice.

(D) City shall require that the Requesting Airline enter into an agreement to pay Airline the fees and charges specified in this Section, and to indemnify the City and Airline in connection with Requesting Airline's use of Airline's Preferential Use Gates and associated Aircraft Parking Positions, and shall require the Requesting Airline to provide a payment guarantee and proof of insurance. The terms of the indemnification and the required insurance shall be those set out in Article XI; provided, however, that Airline may request to be named as an additional insured.

Section 407. Procedures for Accommodation in Preferential Use Gates

(A) If a Requesting Airline, including any airline seeking to expand its scheduled service or an airline seeking to begin scheduled service at the Airport, needs Gate space at the Airport, and such need cannot reasonably be met by use of Gates not leased to other Signatory Airlines, the City on behalf of the Requesting Airline shall make a request of all Signatory Airlines leasing Preferential Use Gates for accommodation. The request shall be made to the person(s) designated to receive communications hereunder with a copy to the local station manager, and shall identify the need for such request. Airline shall make reasonable efforts to accommodate such request and shall provide a response to the Requesting Airline and the City within 15 days.

(B) If no Signatory Airline volunteers to accommodate the Requesting Airline's operational needs or requirements for Gate space at reasonable costs and on other reasonable terms, the City may, upon 30 days notification to Airline, grant the Requesting Airline the right of use in common with Airline one or more of Airline's Preferential Use Gates subject to the conditions contained herein. In making such determination, the City shall act reasonably and shall take into consideration the best interest of the traveling public and the operations of the Airport, and will be guided by all pertinent factors, including Airline's historical and then-present Gate utilization, Gate utilization by Affiliates, Partners and sublessees, the known planned use for such premises in the 180 days immediately after the request, the compatibility of such Requesting Airline's proposed operations and work force including ground-handling operations with the operations and work force of Airline and its Affiliates, Partners, and sublessees, and the security of Airline's and the Requesting Airline's operations. The City may request that planned uses and requirements be documented and submitted in writing to the City, but the City shall treat such planned uses and requirements as confidential, proprietary information, to the extent allowable by law.

(C) Requesting Airline has the right to make improvements and alterations necessitated by any required long-term accommodation, the scope of which shall

be subject to approval by Airline and the City. Approval shall not be unreasonably withheld.

(D) Upon the termination of such use in common with Airline, Requesting Airline shall be responsible for returning all Gate and other facilities used by the Requesting Airline to the condition received, normal wear and tear excepted, unless Airline and the City release Requesting Airline from this requirement.

Section 408. Consolidation of Operation

(A) If the City needs additional facilities and it reasonably determines that Airline is under utilizing its Leased Premises and is able to consolidate its operation without sacrificing its operational integrity (or that of its Affiliates, Partners, sublessees, or of those airlines under contract with Airline for ground-handling services and being handled in the same facilities), the City may, upon consultation with Airline and after 60 days prior Notice to Airline, recapture a portion of the Leased Premises and require Airline to consolidate its operations into its remaining Leased Premises.

(B) For purposes of this Section, under-utilization shall be reasonably determined by the City, taking into account the then-normal space utilization standard by all airlines at the Airport, Airline's space requirements to accommodate normal operating procedures of Airline, its Affiliates, Partners and sublessees, planned use by Airline for such premises in the next 180 days and normal seasonal variations, and any related labor agreement. The City shall report its findings to Airline.

(C) Through Notice to the City, Airline may request the City to reconsider its determination of under-utilization within 30 days of receipt of the City's Notice to consolidate. In such event, Airline shall provide documentation to show future plans for service and other information requested by the City. The City shall make a reasonable determination which it believes best meets its overall goals for the Airport.

(D) If the City elects to proceed with the consolidation of space after such reconsideration, the City shall give Airline Notice within 10 days of such decision.

(E) If there is no Event of Default with respect to Airline, the City shall pay all reasonable costs associated with the relocation of Airline's equipment, fixtures, furniture, and signage, and shall reimburse Airline for the undepreciated value of the tenant's improvements that cannot be relocated pursuant to the provisions of this Section; provided, however, that in lieu of reimbursing the undepreciated value of Airline's tenant improvements, the City may replace such tenant improvements with like improvements in the consolidated space. If Airline is under an Event of Default pursuant to, and has received Notice in accordance

with, Section 1301, Airline shall consolidate into its remaining Leased Premises at its sole cost and expense.

Section 409. Relinquishment of Abandoned Space

If the City reasonably determines that Airline has abandoned or constructively abandoned all or a portion of its Leased Premises, the City may, but is not obligated to, upon 30 days Notice to Airline, terminate this Agreement with respect to, and delete from Airline's Leased Premises hereunder, such abandoned or constructively abandoned space. For purposes of this Section, abandoned or constructively abandoned space shall be determined by the City in its sole discretion but taking into account planned use by Airline for such premises in the following 180 days and normal seasonal variations. Airline may request the City to reconsider its determination of abandonment by giving Notice to the City. In such event, Airline shall provide documentation to show future plans for service, events of *force majeure*, if any, and other information requested by the City. The City shall make the determination that it believes best meets its overall goals for the Airport.

Section 410. Relocation of Leased Premises

In order to optimize use of Airport facilities, the City reserves the right to reassign any or all of Airline's Leased Premises after Notice, followed by a consultation period of no less than 90 days. In making such determination, the City shall take into consideration the best interest of the traveling public and the operations of the Airport, and will be guided by all pertinent factors, including Airline's historical and then-present space utilization, the known planned use for such premises, and Airline's operational space adjacencies. If any such reassignment occurs, Airline shall be assigned new space reasonably comparable in size, quality, finish, and location. Airline's costs shall not increase as a result of any relocation unless Airline requests additional space and/or replacement space in a different Cost Center. Airline's relocation of any of its Leased Premises resulting from such reassignment shall be at the City's sole expense. Airline shall be reimbursed for its reasonable out-of-pocket expenses incurred as part of the relocation and for the undepreciated value of its tenant improvements that cannot be relocated; provided, however, that in lieu of reimbursing the undepreciated value of Airline's tenant improvements, the City may replace such tenant improvements with like improvements in the new space.

ARTICLE V RENTS, FEES, AND CHARGES

Section 501. Signatory Commitment

(A) In consideration for the rights and privileges granted to Airline pursuant to this Agreement, Airline hereby commits to the Signatory Commitment. Airline's Signatory Commitment is \$_____. [NOTE: blank space to be filled in each agreement in accordance with definition]

(B) If, upon the expiration or the early termination of this Agreement, the City determines that Airline has not met its Signatory Commitment, Airline shall make, upon 30 day Notice, a lump sum payment equal to the difference between the amount of Airline's aggregate Landing Fees paid during the Term and the amount of the Signatory Commitment owed to the City.

(C) The provisions of this Section shall survive the expiration or early termination of this Agreement.

Section 502. Terminal Building Rents

(A) Airline shall pay the City for the use of its Exclusive Use Space, Preferential Baggage Make-Up Area, and Preferential Use Gates a monthly rent equal to one twelfth (1/12) of the applicable Terminal Rental Rate calculated in accordance with Section 605 multiplied by the amount of space in Airline's Exclusive Use Space, Preferential Baggage Make-Up Area, and Preferential Use Gates set forth in Section 402.

(B) Airline shall pay the City for the use of Common Use Space and Joint Use Space a monthly rent based on one twelfth (1/12) of the Terminal Rental Rate calculated in accordance with Section 605, and the applicable Common Use Formula and Joint Use Formula.

(C) Airline shall pay the City for the use of the In-Line EDS System a monthly charge based on the monthly cost incurred by the City for the maintenance and operation of the In-Line EDS System in each Terminal Building, allocated in accordance with the In-Line EDS System Formula.

(D) Notwithstanding the provisions in Section 605, the annual Terminal Rental Rate applicable to Apron-Level Unenclosed Space shall be \$13.00 per square foot per year for the Term.

Section 503. Landing Fees

Airline shall pay to the City for the use of the Airfield Operations Area monthly Landing Fees calculated by multiplying Airline's Landed Weight for that month by the Landing Fee Rate established pursuant to Section 606.

Section 504. Passenger Loading Bridge Charges

(A) Unless otherwise provided for in one or more separate agreements, Airline shall pay the City \$2,500 each month for its use of each City-owned passenger loading bridge that is assigned to Airline.

(B) In lieu of the payment set forth in Subsection 504(A), if the City proceeds with the passenger loading bridge program set forth in Section 707, Airline shall pay the City for the use of any passenger loading bridge acquired under such

program a monthly Passenger Loading Bridge Charge calculated in accordance with Section 604.

Section 505. Other Fees and Charges

(A) *Utilities.* With respect to its Leased Premises and Airline-installed facilities, trade fixtures, equipment and personal property, Airline agrees to pay all water, sewage, electricity, gas and other utility charges which are charged to Airline for the use thereof, whether such charges are separately assessed or metered to Airline, as appropriate. All such utility payments to the City are made in trust for the benefit of the public utility providing the service. Utility charges for areas that are separately metered shall be paid monthly, or on such other billing schedule as is established by the City, according to actual use by Airline. For those areas not separately metered, including the Leased Premises, charges for utility services (other than illumination which is to be provided by the City and which is included in the base rental rate) shall be assessed by the City on a proportionate basis related to the total area or the number of fixtures served, as the City may reasonably determine. The City may install utility meters in Airline's Leased Premises where it is economically and mechanically feasible.

(B) *Other.* Airline shall pay all other charges which are assessed by City for the use of other Airport facilities or for services that may be provided by City to Airline from time to time, including employee parking and issuance of security identification badges.

Section 506. Security Deposit

(A) *Amount and Form of Security Deposit.* Upon execution of this Agreement, or upon the assignment of this Agreement to Airline, Airline shall provide the City with an irrevocable letter of credit, contract bond, or other security or instrument acceptable to the City ("Security Deposit") in an amount equal to 3 months of estimated Rents, Fees, Charges, estimated PFC remittals, and any other estimated payments due the City pursuant to this Agreement, as determined by the City based on published flight schedule and anticipated space assignments for Airline's operations. The amount of the Security Deposit may be adjusted from time to time by the City to reflect changes in Airline's financial obligations to the City. The Security Deposit shall guarantee the faithful performance by Airline of all of its obligations hereunder and the payment of all Rents, Fees, and Charges, and of all PFC remittances due to the City. The Security Deposit shall be in such form and amount, and with such company licensed to do business in the State of Missouri as shall be acceptable to the City, within its reasonable discretion. The Security Deposit is not the sole or exclusive remedy of the City and shall not be construed, in and of itself, as adequate assurance of Airline's future performance, or interpreted as a waiver, discharge or impairment of the City's rights under law or equity.

(B) *Term of Security Deposit.* Airline shall maintain a Security Deposit until the completion of the year-end adjustment in accordance with Section 609 following the expiration or early termination of this Agreement. If the Security Deposit includes an expiration date that is earlier than the expiration date required in the prior sentence, the Security Deposit shall provide that, upon its expiration, it shall be automatically extended for a succeeding 12-month period unless, by 60-day Notice, the City is informed of its termination or cancellation. If Airline's Security Deposit is terminated or cancelled, Airline promptly shall provide the City with a new Security Deposit in full compliance with the requirements of this Section 506.

(C) *City's Right to Use Security Deposit; Replenishment.* If Airline commits or is under an Event of Default pursuant to Section 1301, the City shall have the right to use the amounts of such Security Deposit to pay Airline's Rents, Fees, and Charges, PFC remittances, or any other amounts owed to the City by Airline then due and payable, or to apply the proceeds to any cost or expense or material damages incurred by the City as a result of Airline's default, or Event of Default under Section 1301. If any such Security Deposit, or portion thereof, is used as stated in this Subsection, Airline shall immediately replenish or provide a renewal or replacement Security Deposit up to the full amount set forth in Subsection 506(A) within 10 days of being notified to do so by the City. The City's rights under this Section shall be in addition to all other rights and remedies provided to the City hereunder.

(D) *Waiver of Security Deposit Requirement.* Notwithstanding the provisions of Subsections 506(A)-(C), the City will waive the Security Deposit obligation if it determines that Airline qualifies for relief from such obligation. To qualify for such relief, Airline must:

- (i) not be under an Event of Default pursuant to, and not have received Notice in accordance with, Section 1301;
- (ii) have provided regularly scheduled service to the Airport during the prior 12 consecutive months; and
- (iii) have made timely payments of the Rents, Fees, and Charges required by Sections 604, 605, and 606, and PFC remittances during such 12 month period in accordance with Section 509.

If, after having waived the Security Deposit obligation in accordance with this Subsection, the City determines that Airline has not continued to satisfy the requirements for relief, or if Airline commits or is under an Event of Default pursuant to Section 1301, Airline shall immediately provide a Security Deposit in accordance with the provisions of Subsection 506(A). The provisions of this Subsection shall be inapplicable during any holdover period not authorized in accordance with Section 202.

(E) *Waiver of Security Deposit Requirement for Airline's Affiliate(s).* Notwithstanding the provisions of the airline operating agreement entered into by Airline's Affiliate(s) with the City, if, and for the period that, Airline qualifies for a waiver of the Security Deposit requirement as set forth in Subsection 506(D) above, the City will waive the Security Deposit applicable to Airline's Affiliate(s) to the extent of Airline's guarantee in accordance with Section 512; provided, however, that any Affiliate that is under an event of default in accordance with the terms of that Affiliate's operating agreement with the City shall not be eligible or shall be deemed ineligible, as the case may be, for the security deposit waiver.

Section 507. Statistical Report

(A) Airline shall complete and submit to the City no later than the 15th day of each month, on forms similar to those attached hereto as Exhibit C, reports summarizing statistics and information for Airline's prior month of operations at the Airport necessary for the computation of Rents, Fees, and Charges established hereunder, and such other statistical and financial data that the City determines is necessary for the computation and administration of Airline's financial obligations hereunder, including the following data:

- (i) total number of flight departures at each gate assigned to Airline;
- (ii) total number of originating and connecting passengers;
- (iii) total number of domestic enplaned and deplaned passengers;
- (iv) total number of international enplaned and deplaned passengers;
- (v) total number of landings by type of aircraft and Maximum Gross Certificated Landed Weight by type of aircraft;
- (vi) total pounds of air cargo enplaned and deplaned;
- (vii) total pounds of air mail enplaned and deplaned; and
- (viii) total amount of food and beverage purchased to be sold, if any, in accordance with the provisions of Subsection 301(R).

The information submitted by Airline to City pursuant to this Subsection shall be in addition to any other information required elsewhere in this Agreement to be submitted by Airline.

(B) The City shall have the right to rely on said activity reports in determining Rents, Fees, and Charges due hereunder. Airline shall have full responsibility for the accuracy of said reports. Late payment and payment deficiencies due to incomplete or inaccurate activity reports shall be subject to the late payment and late penalty charges as set forth in Subsection 509(E).

(C) The acceptance by the City of any Airline payment shall not preclude the City from verifying the accuracy of Airline's reports or computations, or from recovering any additional payment actually due from Airline. Interest on any additional amount due shall accrue from the date the payment was originally due, at the rate prescribed as calculated in Subsection 509(E).

Section 508. Airline Records and Audit

(A) Airline shall maintain books, records, and accounts, including computerized records, relevant to the determination and payment of any Rents, Fees, and Charges, PFC remittals, and other payments due to the City in accordance with this Agreement including: records of its aircraft arrivals and departures; gate utilization; originating and connecting, enplaned and deplaned, domestic and international passengers; aircraft landings; enplaned and deplaned air cargo and mail; food and beverage purchased for resale; and sublease and subcontracted services arrangements at the Airport. Each such item of information shall be maintained for a period of at least three years following the expiration or early termination of this Agreement, and longer if necessary for pending litigation. Airline may maintain such books, records and accounts at its corporate offices, but shall make such material available at the Airport upon 15-day Notice.

(B) The City and such persons as may be designated by it, including its auditors and financial consultants, shall have the right, during normal business hours, with 10-day Notice to Airline, to examine, audit, and make copies of such books, records, and accounts, including computerized records. Except as otherwise provided, the cost of such examination or audit shall be borne by the City; provided, however, that the cost of such audit shall be reimbursed to the City by Airline if: (i) the audit reveals an underpayment by Airline of at least 5% for Rents, Fees and Charges, PFC remittance, or other payment payable by Airline hereunder for any Fiscal Year, as determined by such audit, or (ii) Airline has failed to maintain accurate and complete books, records, and accounts in accordance with this Section.

(C) If Airline fails to maintain true and complete books, records, and accounts resulting in an underpayment of Rents, Fees, and Charges by Airline to the City, the City may recalculate the total amount of Rents, Fees, and Charges, PFC remittances, or other payments due to the City by Airline in accordance with this Agreement. In such case Airline shall remit to the City within 15 days of receipt of a demand or invoice from the City the delinquent amount plus interest, fees and charges as provided for in Subsection 509(E).

Section 509. Payment Provisions

(A) *Terminal Building Rents and Passenger Loading Bridge Charges.* Terminal Building rents for the use of the Leased Premises, including Passenger

Loading Bridge Charges shall be due and payable on the first day of each month in advance without invoice from the City.

(B) *Landing Fees.* Landing fees for the preceding month shall be due and payable, without invoice from the City, on or before the 15th day of each month, and shall be transmitted to the City together with Airline's monthly statistical report as required in Section 507.

(C) *Other Fees.* All other Rents, Fees, and Charges required hereunder shall be due and payable within 20 days of the date of the invoice.

(D) *Form of Payment.* Airline shall pay all sums due hereunder in lawful money of the United States of America, without notice or demand, without deduction or setoff, by wire transfer or check made payable to the "Treasurer, City of St. Louis," which check shall be delivered postage or other charges prepaid to:

By U.S. Mail:

Airport Assistant Director of Finance
Lambert-St. Louis International Airport
P.O. Box 10036
Lambert Station
St. Louis, Missouri 63145

By Express Mail:

Airport Assistant Director of Finance
Lambert-St. Louis International Airport
10701 Lambert International Boulevard
St. Louis, Missouri 63145

By Wire Transfer:

Routing Number: 081000210-1001018702
Bank Name: USBank (Checking)
Account Name: Airport Revenue Fund
(include a description of the transfer (e.g. "ABC Airline Account"))

or as hereafter the City may designate by Notice to Airline.

(E) *Interest Charges and Late Charges on Overdue Payment.* If Airline fails to make payment of any sums due hereunder by the due dates set forth herein, Airline shall pay to the City, in addition to all other remedies available to the City and all other payments to be made by Airline to the City, an interest charge equal to 1.5% for each month of the overdue amount, and costs and attorney's fees reasonably incurred by the City in attempting to obtain payment, if any. Payments received later than 30 calendar days from their respective due date shall be assessed an additional one-time late charge of 5% of the amount due, in addition to applicable interest charges. Notwithstanding the forgoing, payment of Rents, Fees, and Charges shall not be deemed to be late or underpaid until 30 days following the day in which a copy of the final calculation of Rents, Fees, and

Charges is provided to Airline in accordance with Subsection 602(D); provided, however, that during such 30-day period Airline continues to pay when due the Rents, Fees, and Charges previously in effect.

Section 510. No Other Rents, Fees, and Charges

(A) The City shall impose no other rents, fees or charges, direct or indirect, on Airline for the exercise and enjoyment of the rights, licenses, and privileges granted herein except those Rents, Fees, and Charges provided for in this Agreement.

(B) The provisions contained in Subsection 510(A) shall not preclude the City from:

(i) imposing fees and charges for the use of specified equipment or facilities at the Airport;

(ii) imposing reasonable and nondiscriminatory fines, penalties, or assessments for the enforcement of the City's Rules and Regulations as provided in the Rules and Regulations;

(iii) imposing fees on third-party service providers, contractors, or suppliers;

(iv) seeking reimbursement from Airline for the cost of services provided to Airline in compliance with any federal, state, or local law, rule, or regulation which is enacted or amended subsequent to execution of this Agreement;

(v) assessing and collecting PFCs as allowed by federal law;

(vi) imposing guarantee payments in accordance with Section 512;

(vii) imposing any charges resulting from year-end adjustments in accordance with Section 609; or

(viii) imposing charges for any services or facilities provided subsequent to the execution of this Agreement, the cost of which is not included in the calculation of Rents, Fees, and Charges.

(C) The City has charged and continues to charge certain gross receipt payments upon the airline rate base, the proceeds of which are transferred annually from the Airport revenue fund to the general fund of the City. The City believes such charge is appropriate pursuant to federal law, City ordinance, and the Trust Indenture. It is expressly understood that nothing contained herein shall limit Airline's right to challenge the gross receipt payments, or the City's right to assert legal or equitable defenses against any such challenge.

Section 511. Security Interests

(A) All PFCs collected by Airline for the benefit of the City that are in the possession or control of Airline are held in trust by Airline on behalf and for the benefit of the City. Title to such PFCs shall remain in the City. Airline and its agents hold no legal or equitable interest in such PFCs. Should Airline be the subject of a bankruptcy or insolvency proceeding, such PFCs shall not be considered to be property of the Airline or the Airline's estate under 11 U.S.C. §541. To the extent that Airline holds any property interest in such PFCs, and notwithstanding that Airline may have commingled such PFCs with other funds, Airline hereby pledges to the City and grants the City a first priority security interest in, lien on, right of setoff against, and assignment of, the Airline's interest in such PFCs, including any and all proceeds resulting therefrom whether now or hereafter held, and in any and all accounts into which such PFCs are deposited to the extent of the total amount of such PFCs (net of the airline compensation amounts allowable in accordance with 14 C.F.R. §158.53) held in such accounts.

(B) As a guarantee by Airline for the payment of all Rents, Fees, and Charges, and all PFC remittances due to the City, Airline hereby pledges to the City and grants the City a security interest in all of its leasehold improvements and fixtures located on or used by Airline at the Airport.

Section 512. Airline as Guarantor of its Affiliates

Airline hereby unconditionally guarantees all Rents, Fees, and Charges, and all PFC remittances of any of its Affiliates accrued during the period of such designation, to the extent that such Affiliate's operations at the Airport were performed for the benefit or in the name of, or under a shared IATA flight designator code with, Airline. Upon receipt of Notice of default by any such Affiliate, Airline shall pay all amounts owed to the City on demand in accordance with the payment provisions of this Agreement.

ARTICLE VI CALCULATION OF RENTS, FEES, AND CHARGES

Section 601. General

Effective July 1, 2011, for the twelve-month period ending June 30, 2012, and for each Fiscal Year thereafter throughout the Term, Rents, Fees, and Charges shall be calculated based on the principles and procedures set forth in this Article. The methodology for the calculation of Rents, Fees, and Charges described in this Article is illustrated in Exhibit E.

Section 602. Coordination Process

(A) On or about February 15 of each year, the City shall: (i) provide Airline's properties representative with a copy of the Airport's draft Operating and Maintenance Expense and Capital Improvement budgets for the ensuing Fiscal Year; and (ii) request the data required to be provided by Airline in accordance

with Subsection 602(B). Within 30 days of such action, the City shall convene a meeting with the properties representatives of the Signatory Airlines to discuss the Airport's draft budgets. The City shall give due consideration to the comments and suggestions made by the Signatory Airlines at that meeting.

(B) On or about April 1 of each year, the Signatory Airlines, including Airline, shall provide the City with an estimate of each of their total Revenue Aircraft Arrivals and the Maximum Certificated Gross Landed Weight of all aircraft expected to be landed at the Airport during the ensuing Fiscal Year. Airline also shall make best efforts to provide the City with a similar estimate for each one of its Affiliates.

(C) On or about June 1 of each year, the City shall provide Airline's properties representative with a copy of a preliminary calculation of Rents, Fees, and Charges, including the cost center allocation report, for the ensuing Fiscal Year. For rate setting purposes, the calculations shall be made on the basis of costs, expenses, and other factors estimated by the City and estimates of total Landed Weight provided by the Signatory Airlines (or estimated by the City to the extent that any Signatory Airline, including Airline, fails to provide estimates of Landed Weight pursuant to Subsection 602(B)).

(D) On or about June 15 of each year, the City shall convene a meeting with the properties representatives of the Signatory Airlines to review and discuss the City's preliminary calculation of Rents, Fees, and Charges, including a cost center allocation report, for the ensuing Fiscal Year. The City shall give due consideration to the comments and suggestions made by the properties representatives of the Signatory Airlines at that meeting. Based on consideration of those comments and suggestions, and upon the Airport's final Operating and Maintenance Expenses and Capital Improvement budgets approved by the City's Board of Aldermen, the City shall prepare a final calculation of Rents, Fees, and Charges for the ensuing Fiscal Year, and will make best efforts to provide a copy to Airline no later than the last business day of the month preceding the start of the new Fiscal Year. Notwithstanding anything else to the contrary, the City's final calculation of Rents, Fees, and Charges shall take effect on the first day of each Fiscal Year.

Section 603. Airport Flow of Funds

The City and Airline mutually understand and agree that all Airport funds and Bond proceeds shall be deposited, maintained, and paid in, and shall flow through, the various funds and accounts established in accordance with the terms of the Trust Indenture. For illustrative purposes only, and not in any way limiting the City's obligations pursuant to the Trust Indenture, the flow of Airport funds is depicted on Exhibit F.

Section 604. Passenger Loading Bridge Charges

The Passenger Loading Bridge Charge applicable to Subsection 504(B), shall be computed as follows:

(A) The total cost of the Passenger Loading Bridges Cost Center shall be calculated by adding together the following:

(i) direct and indirect Operating and Maintenance Expenses, if any, allocable to the Passenger Loading Bridges Cost Center; and

(ii) the Depreciation Charge or Debt Service, as the case may be, of each new passenger loading bridge acquired by the City throughout the Term as a result of the City's passenger loading bridge program set forth in Section 707.

(B) The annual Passenger Loading Bridge Charge applicable to each new passenger loading bridge shall be calculated by dividing the total cost and charges allocable to the Passenger Loading Bridges Cost Center in accordance with Subsection 604(A), by the total number of passenger loading bridges then available for use as a result of the City's passenger loading bridge program set forth in Section 707. The monthly Passenger Loading Bridge Charge shall be 1/12 of the annual Passenger Loading Bridge Charge.

Section 605. Terminal Rental Rate

(A) The total costs attributable to each of the Terminal Buildings shall be calculated by adding the following to the respective Terminal Cost Centers:

(i) direct and indirect Operating and Maintenance Expenses allocable to each of the Terminal Cost Centers;

(ii) 50% of the Terminal Roadways Cost Center costs allocated to each Terminal Cost Center based on the percentage that results from dividing the Useable Space in each of the respective Terminal Buildings by the aggregate Useable Space in both Terminal Buildings;

(iii) Amortization of Capital Improvements made in, or allocable to, each Terminal Cost Center and put into service before July 1, 2011;

(iv) annual Debt Service associated with Capital Improvements made in, or allocable to, each of the Terminal Cost Centers, put into service on or after July 1, 2011, and approved by a Majority-In-Interest in accordance with Subsection 702(B);

- (v) annual Depreciation Charges or annual Debt Service, as the case may be, related to Capital Improvements undertaken pursuant to Subsection 705(A)(i)-(vii), and made in, or allocated to, each of the Terminal Cost Centers, if any;
 - (vi) any replenishment or rebate of the Debt Service Reserve Account required by the Trust Indenture and allocated between each of the Terminal Cost Centers based on the Allocation of Amortization and Debt Service;
 - (vii) any replenishment of the Renewal and Replacement Fund required by the Trust Indenture as a result of an expenditure made in, or allocable to, each of the Terminal Cost Centers; and
 - (viii) the share of the Debt Service Stabilization Fund Contribution allocated to each Terminal Cost Center.
- (B) The net costs attributable to each Terminal Cost Center shall then be calculated by subtracting the following amounts from the total cost attributable to each:
- (i) the amount of aggregate rent payable for Apron-Level Unenclosed Space in accordance with Subsection 502(C) by all Signatory Airlines at each Terminal Building;
 - (ii) Nonsignatory Terminal Rents from each Terminal Building; and
 - (iii) Rate Mitigation Program credits available for that Fiscal Year, as allocated to each Terminal Cost Center.
- (C) The Initial Terminal Rental Rate applicable to each of the Terminal Buildings shall then be calculated by dividing the net costs attributable to each Cost Center by the Usable Space in each of the respective Terminal Buildings. The corresponding Initial Terminal Requirement shall be calculated by multiplying the Initial Terminal Rental Rate for each Terminal Building by the Rented Space in each of the respective Terminal Buildings.
- (D) The Additional Terminal Rental Rate applicable to each of the Terminal Buildings shall be calculated by dividing the Additional Airline Requirement allocated to each Terminal Cost Center by the Rented Space in each of the respective Terminal Buildings.
- (E) The Total Terminal Rental Rate applicable to each of the Terminal Buildings shall be the sum of the Initial Terminal Rental Rate and the Additional Terminal Rental Rate for each.

- (F) The City shall establish annually a terminal rental rate at each Terminal Building and applicable to Nonsignatory Airlines equal to the respective Total Terminal Rental Rates calculated in accordance with this Section.
- (G) The City shall establish annually fair and reasonable charges for the use of the International Facilities.

Section 606. Landing Fee Rates

- (A) The total costs of the Airfield Cost Center shall be calculated by adding together the following:
 - (i) direct and indirect Operating and Maintenance Expenses allocable to the Airfield Cost Center;
 - (ii) Amortization of Capital Improvements made in, or allocable to, the Airfield Cost Center and put into service before July 1, 2011;
 - (iii) annual Debt Service associated with Capital Improvements made in, or allocated to, the Airfield Cost Center, put into service on or after July 1, 2011, and approved by a Majority-In-Interest pursuant to Subsection 702(B);
 - (iv) annual Depreciation Charges or annual Debt Service, as the case may be, related to Capital Improvements undertaken pursuant to Subsection 705(A)(i)-(vii), and made in, or allocated to, the Airfield Cost Center, if any;
 - (v) any replenishment or rebate of the Debt Service Reserve Account required by the Trust Indenture and allocated to the Airfield Cost Center based on the Allocation of Amortization and Debt Service;
 - (vi) any replenishment of the Renewal and Replacement Fund required by the Trust Indenture as a result of an expenditure made in, or allocable to, the Airfield Cost Center; and
 - (vii) the share of the Debt Service Stabilization Fund Contribution allocated to the Airfield Cost Center.
- (B) The Initial Airfield Requirement shall then be calculated by subtracting the following amounts from the total costs of the Airfield Cost Center:
 - (i) Nonsignatory Airline landing fees;
 - (ii) general aviation landing fees;
 - (iii) military use fees;

- (iv) fuel flowage fees;
- (v) rent paid by to the City by the airline consortium leasing the fuel farm; and
- (vi) Rate Mitigation Program credits available for that Fiscal Year, as allocated to the Airfield Cost Center.

(C) The Landing Fee Rate shall then be calculated by dividing the sum of the Initial Airfield Requirement and the Additional Airline Requirement allocable to the Airfield Cost Center by the aggregate Landed Weight of all Signatory Airlines and their Affiliates for the particular Fiscal Year.

(D) The City shall establish annually a landing fee rate applicable to Nonsignatory Airlines that have signed an airline operating agreement equal to 125% of the Landing Fee Rate calculated in accordance with this Section.

Section 607. [Intentionally Left Blank]

Section 608. Mid-Year Rate Adjustment

If, at any time during any Fiscal Year, the City estimates that the total costs attributable to the Terminal 1 Cost Center, Terminal 2 Cost Center, or the Airfield Cost Center, or the aggregate Landed Weight for all Signatory Airlines and their Affiliates will vary 10% or more from the estimates used in setting Rents, Fees, and Charges in accordance with the provisions of Section 602, such rates may be adjusted based on the new mid-year estimates and in accordance with the principles and procedures set forth in this Article. Such adjustments shall be made at the City's discretion and the resulting new rates shall be effective for the balance of such Fiscal Year. The City shall notify Airline of a meeting for the purpose of discussing any such rate adjustment, along with a written explanation of the basis for such rate adjustment, 30 days prior to the effective date of the new rates. Unless extraordinary circumstances warrant additional adjustments, the City shall limit any such mid-year rate adjustments to no more than once during each Fiscal Year.

Section 609. Year-End Adjustment to Actual and Settlement

As soon as possible following the completion of the annual audit for each Fiscal Year, but no sooner than 30 days thereafter, the City shall provide Airline with an accounting of the total costs actually incurred, revenues and other credits actually realized (reconciled to the audited financial statements of the City), and actual enplaned passengers and total Landed Weight during such Fiscal Year with respect to each of the components of the calculation of Rents, Fees, and Charges, and the City shall recalculate the Rents, Fees, and Charges, and provide to Airline a settlement required for the Fiscal Year based on those actual numbers. Following reasonable notification, the City shall convene a meeting with the Signatory Airlines to discuss the calculation of the year-end settlement and shall give due consideration to the comments and suggestions made by the Signatory Airlines before finalizing the settlement calculations.

(A) If the amount of Airline's Rents, Fees, and Charges paid during such Fiscal Year is more than the amount of Airline's Rents, Fees, and Charges required (as recalculated pursuant to this Subsection 609(B)), such excess amount shall be credited by the City to Airline in equal monthly installments over the remaining months of the then-current Fiscal Year; provided, however, that if Airline is under an Event of Default pursuant to, and has received Notice in accordance with, Section 1301, the City may apply such excess to pay any and all amounts owed to the City by Airline, or to pay any cost or expense or material damages incurred by the City as a result of Airline's default.

(B) If the amount of Airline's Rents, Fees and Charges paid during such Fiscal Year is less than the amount of Airline's Rents, Fees, and Charges required (as recalculated pursuant to this Subsection 609(B)), such deficiency shall be paid by Airline to City in equal monthly installments over the remaining months of the then-current Fiscal Year; provided, however, that if Airline is under an Event of Default pursuant to, and has received Notice in accordance with, Section 1301, such deficiency and all outstanding Rents, Fees, and Charges shall be paid immediately.

Section 610. Covenant Not To Grant More Favorable Terms, Rents, Fees or Charges

(A) The City shall not enter into an agreement with any airline providing scheduled or charter passenger or all-cargo air transportation service to and from the Airport, having comparable leased premises, facilities, rights, and privileges and imposing similar obligations to those of Airline hereunder, which grants more favorable terms, rents, fees, or charges to said airline than those granted to Airline hereunder unless the City also makes a substantially similar agreement available to Airline; provided, however, that the City reserves the right to charge for City-controlled space and facilities on a non-discriminatory per use basis.

(B) The provisions of Subsection 610(A) shall not be construed to apply to any air service incentive program, or similar programs, that the City may choose to offer, as allowed by applicable federal law, regulation, or policy.

ARTICLE VII CAPITAL IMPROVEMENTS

Section 701. Capital Improvements

The City shall undertake, and shall treat the costs of, Capital Improvements during the Term in accordance with the provisions of this Article.

Section 702. Majority-In-Interest Approval

(A) Before undertaking any Capital Improvement throughout the Term, the City shall give Notice to the Signatory Airlines with respect to each such Capital Improvement. Except as provided in Sections 704 and 705, such Notice also shall

include a request for Majority-In-Interest approval for each such Capital Improvement, which request shall include

- (i) a description of the proposed Capital Improvement, including cost estimates in current year dollar figures;
- (ii) a statement of the need for such Capital Improvement, including the benefits to be derived by the Airport;
- (iii) the proposed schedule;
- (iv) the proposed funding or financing plan; and
- (v) the estimated impact, if any, to Operating and Maintenance Expenses and/or Rents, Fees, and Charges as a result of the proposed Capital Improvement.

(B) If a proposed Capital Improvement is approved by a Majority-In-Interest, the City may proceed with such Capital Improvement in accordance with the proposed funding or financing plan.

(C) The City shall not proceed with a Capital Improvement funded with Bond proceeds unless such Capital Improvement is approved by a Majority-In-Interest.

(D) If a Capital Improvement proposed to be funded from sources other than Bond proceeds is not approved by a Majority-In-Interest, and

(i) if the Airport Development Fund most recent unencumbered balance, as measured in accordance with Subsection 702(D), is \$20,000,000 or greater, the City may proceed with such Capital Improvement by using Airport funds lawfully available for such purpose; provided, however, that the City shall delay obligating the Airport funds necessary to undertake such Capital Improvement by one calendar year from the date in which the City requested the Majority-In-Interest approval; or

(ii) if the Airport Development Fund most recent unencumbered balance, as measured in accordance with Subsection 702(D), is less than \$20,000,000, the City shall not undertake such Capital Improvement.

(E) The City shall measure the unencumbered balance of the Airport Development Fund on January 1 and July 1 of each Fiscal Year.

Section 703. Review and Approval of Material Changes to Approved Capital Improvements

If, following receipt of bids for a Capital Improvement to be undertaken by the City in accordance with the provisions of Subsections 702(B) and (C)(i), the projected

Net Cost is greater than 110% of the total cost as shown to the Signatory Airline pursuant to Subsection 702(A), the City shall convene a meeting with the Signatory Airlines to review and discuss the project. Following such meeting, the Capital Improvement shall be deemed approved for purposes of Section 702(B) unless a Majority-in-Interest gives Notice to the City within 30 days of such meeting that the Capital Improvement is disapproved.

Section 704. Long-Term Solution for Baggage Screening

The City and Airline recognize that it is in the best interest of the traveling public to develop a long-term solution for screening baggage for explosives as an integrated part of the outbound baggage conveyor systems at the Airport. In cooperation with the Signatory Airlines, the City has developed a comprehensive plan for, and has designed, such “in-line” explosives detection systems (“EDS”) for each of the Terminal Buildings that include building modifications and conveyor systems, which conveyor system may include some or all of the Outbound Conveyors, to accommodate new or relocated in-line EDS equipment, which EDS equipment is being provided for, and installed by, the Transportation Security Administration (individually, at each Terminal Building, the “In-Line EDS System”). The parties understand and acknowledge that once the In-Line EDS System is completed, any remaining Outbound Conveyors will become part of the In-Line EDS System. The City reserves the right to construct the Capital Improvements necessary to accommodate the In-Line EDS System without Majority-In-Interest approval as long as the City obtains a commitment from TSA or other appropriate federal agency to provide no less than 75% of the total cost of such Capital Improvements in federal grants-in-aid. The City shall continue to review and discuss with the Signatory Airlines such In-Line EDS System-related Capital Improvements to ensure that the proposed projects are deemed to be efficient technical solutions given the state of available technology at that time.

Section 705. Capital Improvements to Be Undertaken Without Majority-In-Interest Approval

(A) Notwithstanding the provisions of Section 702, the City may undertake Capital Improvements without Majority-In-Interest approval, if such Capital Improvement is undertaken:

- (i) to comply with federal, state, or local law, or regulation; federal policy; grant agreement; airport certification requirements; or mandated by executive order or by an executive agency (state or federal) having jurisdiction over the activities at the Airport;
- (ii) to comply with a requirement of the Trust Indenture;
- (iii) as an emergency repair, replacement, or improvement to maintain the Airport’s functional capability;

(iv) to settle claims, satisfy judgments, or comply with judicial orders rendered by a court of competent jurisdiction against the City, and pertaining to the Airport;

(v) to repair casualty damage at the Airport not covered by insurance proceeds, if any;

(vi) to acquire land or rights to land to mitigate aircraft noise, or provide for sound insulation as part of a noise compatibility program approved by the federal government in accordance with the provisions of 14 C.F.R. Part 150;

(vii) to conduct environmental investigation and remediation at the Airport as required by applicable Environmental Laws and Environmental Permits and/or attributed to Hazardous Materials left on City property in excess of applicable remediation standards derived by applicable governmental agency or agencies as appropriate for commercial property; provided, however, that the City will use its best efforts to recover such costs from the party at fault, if such party is identified;

(viii) to acquire, construct, renovate, or remodel a special facility for which a Signatory Airline or a financially-responsible third party has contractually committed to lease from City under terms that include sufficient rentals to permit such special facility to be acquired, constructed, renovated, remodeled, administered, operated, maintained and repaired without affecting Rents, Fees, and Charges throughout the Term; or

(ix) to be fully funded from Passenger Facility Charges.

(B) The City may recover through Rents, Fees, and Charges, the Net Costs attributable to each Capital Improvement undertaken pursuant to Subsections 705(A)(i)-(vii) by including, as the case may be, the relevant Debt Service (if such Capital Improvement is funded with Bond proceeds) or Depreciation Charges in the applicable rate base in accordance with Subsections 604(A)(ii), 605(A)(v), and 606(A)(iv).

(C) When undertaking Capital Improvements in accordance with this Section 705, and consistent with prudent business practices, the City will apply for all available federal and state grants-in-aid, and will seek approval for collection and use of Passenger Facility Charges to the extent permitted by law or FAA policy.

Section 706. Capital Outlays

Capital Outlays shall not be subject to Majority-In-Interest approval. For the purposes of calculating Rents, Fees, and Charges in accordance with Article VI, the Net Cost of Capital Outlays shall be allocated to the applicable Cost Center and expensed in the Fiscal Year in which they occur. The City will make its best efforts to disclose all

proposed Capital Outlays for each Fiscal Year as part of the coordination process in accordance with Section 602. Airline recognizes, however, that certain unbudgeted Capital Outlays may be required to be undertaken during the course of any Fiscal Year in order to properly operate, maintain, or repair the Airport facilities. The City reserves the right to undertake such Capital Outlays as it deems necessary; provided, however, that the City shall not subdivide Capital Improvements into smaller projects solely for the purpose of re-characterizing such Capital Improvements as Capital Outlays to avoid a Majority-In-Interest review in accordance with Section 702.

Section 707. Passenger Loading Bridge Program

Airline acknowledges that it is the City's long-term policy to own all the passenger loading bridges at the Terminal Buildings. In accordance with the provisions of Sections 702 or 705, the City may: (i) replace any existing City-owned passenger loading bridges, (ii) purchase passenger loading bridges to be installed at Gates lacking such equipment, and/or (iii) enter into negotiations with Airline to acquire and/or replace any or all Airline-owned passenger loading bridges at the Airport.

Section 708. Expenditures for Planning and Preliminary Design

Airline recognizes that, from time to time, the City may engage with outside professionals to provide planning and preliminary design services to define the scope and costs of proposed Capital Improvements. The City reserves the right to undertake such services after consultation with the Signatory Airlines but without a Majority-In-Interest approval, and the City reserves the right to include the Net Costs of such services in the Rents, Fees, and Charges upon completion of such Capital Improvements, or if and when such projects are ultimately not approved by a Majority-In-Interest and/or cancelled. This Section shall relate only to preliminary design efforts required to define the scope, configuration, technical specifications and estimated cost of a proposed Capital Improvement, but not final design or construction documents. Contemporaneously with the coordination process set forth in Section 602, the City shall review and discuss with the Signatory Airlines any actions proposed to be taken in accordance with this Section during the upcoming year.

Section 709. Effect of Construction on Leased Premises

(A) The City shall have the right, at such times as may be reasonable for purposes of maintaining or constructing improvements, modifications, or expansions to the Airport, to close, relocate, reconstruct, change, alter, or modify the Leased Premises and/or the means of access to the Leased Premises pursuant to this Agreement or otherwise, either temporarily or permanently; provided, however, that the City shall provide:

- (i) reasonable notification of the construction activities to Airline; and
- (ii) adequate means of ingress and egress for the Leased Premises or, in lieu thereof, alternate premises of comparable size, condition, utility,

and location to the Leased Premises, to the extent reasonably possible, with adequate means of ingress and egress.

(B) If reasonable alternate premises are provided to Airline by the City in accordance with Subsection 709(A)(ii), Airline shall vacate the Leased Premises, or portions thereof, and relocate to the alternate space. The City shall pay all costs resulting from such relocation, including the undepreciated value of Airline's improvements; provided, however, that in lieu of reimbursing the undepreciated value of Airline's improvements, the City may replace such tenant's improvements with like improvements in the alternate space.

(C) If no alternate premises are provided to Airline by the City in accordance with Subsection 709(A)(ii), and if any part of the Leased Premises is rendered untenable, as determined by the City, as a result of an action taken by the City under this Section, the rents payable hereunder with respect to the Leased Premises shall be abated ratably in the proportion that the untenable area bears to the total Leased Premises of the same category or type of space. Such abatement in rent will continue until such time as the affected Leased Premises are restored adequately for Airline's use.

ARTICLE VIII TENANT IMPROVEMENTS

Section 801. Alterations and Improvements by Airline

Airline may construct and install, at Airline's sole expense, such improvements in its Leased Premises as Airline deems to be necessary for its operations. The plans and specifications, location, and construction schedule for such improvements, including any substantial alteration or addition thereto, along with a signed Tenant Construction or Alteration Application ("TCA"), must be submitted to and approved by the City prior to the commencement of any and all such construction, alteration, refurbishment, demolition, excavation, renovation, reconstruction, or installation. Airline shall comply with the requirements of all applicable laws, Environmental Permits, Environmental Laws, and building codes and the City's Rules and Regulations governing tenant construction, alterations, and improvements. No reduction or abatement of Rents, Fees, and Charges shall be allowed for any interference with Airline's operations by such construction. All such alterations and improvements by Airline shall be subject to the following:

(A) No excavation or demolition at, construction, alteration, or modifications of, or refurbishments to, the Leased Premises shall commence until after Airline has received the City's written approval of its TCA including detailed project plans, specifications, drawings, and schedules. Notwithstanding the prior sentence, and without limiting any other requirement imposed by this Agreement, in case of an emergency affecting the health or safety of the public, Airline may take immediate and reasonable action to protect the public without first submitting a TCA; provided, however, that: (i) promptly following such

emergency, Airline shall notify the City of the circumstances surrounding the emergency and the actions taken by Airline; and (ii) as immediately thereafter as reasonably possible Airline shall submit a TCA detailing the actions taken and yet to be taken by Airline related to such emergency. Airline also understands and agrees that certain work elements described in its TCA may require separate or additional approval from the City before proceeding with the specific work element. As such, Airline understands and agrees that ongoing coordination with the City at all times is crucial. Airline shall provide the City with at least ten (10) working days written notice prior to commencement of any work at the Leased Premises involving the excavation of soils or demolition so that the City may have a representative present at the work site during such demolition or excavation.

(B) The City shall have the right to refuse approval of such plans and specifications if the external appearance of such alteration or improvement of facilities in publicly-viewed areas does not meet the City's requirements for substantial uniformity of appearance of facilities on the Airport, or, if the type or time of construction of such alteration or improvement, or the location thereof does not meet the City's requirements for safe use of the Airport and appurtenances by other authorized persons. The City may, at its own cost, inspect any such alterations or improvements.

(C) All improvements made to Airline's Leased Premises and permanent additions or alterations thereto made by Airline, except those financed by the City, shall be and remain the property of Airline until expiration of the Term. Upon expiration or early termination of this Agreement, said additions and alterations shall become the property of the City; provided, however, that any trade fixtures, signs, equipment, and other movable personal property of Airline shall remain the property of Airline, subject to the terms of Article XIV.

(D) Airline shall promptly pay all lawful claims made against the City and discharge all liens filed or which exist against the Leased Premises, any other portion of the Airport, or Airline's trade fixtures or trade equipment arising out of or in connection with the failure to make payment for work done or materials provided by Airline, its contractors, subcontractors, or materialmen. Airline shall have the right to contest the amount or validity of any such claim or lien without being in default hereunder; provided, however, that while contesting the amount and validity of any such claims or liens Airline shall provide the City, at the City's request, with a performance bond in an amount equal to the amount of the claim or lien. Airline shall give timely Notice to the City of all such claims and liens.

(E) Airline shall use, and shall cause each of its officers, directors, employees, agents, contractors, and suppliers to use, the highest degree of care when entering upon any property owned by the City in connection with the work. Airline shall comply, and shall cause each of its officers, directors, employees, agents,

contractors, and suppliers to comply, with any and all instructions and requirements for the use of City-owned property.

(F) In any contract relating to the construction or installation of improvements in the Leased Premises, Airline shall carry or require its contractors and suppliers to:

(i) carry policies of Builders Risk Insurance, Commercial General Liability, and Automobile Liability Insurance in accordance with Section 1101(B)(vi); and

(ii) furnish performance and payment bonds in the full amount of any contract in a form acceptable to the City. Payment bonds shall comply with the coverage requirements and conditions of Section 107.170 of the Missouri Revised Statutes, as amended. 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.

(G) Airline shall use only City-approved contractors or subcontractors for improvements affecting control and/or programming of Airport systems including, but not limited to, security access control, fire alarm and detection, HVAC control, closed circuit televisions (CTVs), elevators, and baggage handling systems.

(H) Upon the completion of the improvements hereunder, Airline shall submit to the City a copy of its acceptance letter certifying completion, 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 Airline, and a certified set of “as built” drawings.

Section 802. Nondisturbance of Airport Tenants and Operations

Any work by Airline and its contractors shall be conducted in an orderly and proper manner, and shall not otherwise disturb, create a hazard, or interfere with other projects on, or the operations of, the Airport. Airline shall promptly comply, and shall cause its contractors to comply, with any reasonable request from the City to correct its conduct or that of its contractors. If Airline or its contractors fails to comply with the provisions of this Section, the City shall have the right to stop any or all work being performed, until such compliance is achieved, without terminating this Agreement.

ARTICLE IX OPERATION AND MAINTENANCE OF AIRPORT

Section 901. Division of Responsibility

A schedule identifying the division of responsibility for operations and maintenance between the City and Airline is attached hereto as Exhibit G and made a part

hereof. If changes are made consistent with applicable provisions of this Agreement to the division of responsibility for operations and maintenance set forth in this Article IX and Exhibit G, such changes or modifications may be made without the necessity of an amendment to this Agreement, provided such changes or modifications are agreed to by Airline and the Airport Director, with the approval of the Airport Commission on behalf of the City.

Section 902. Maintenance by the City

(A) The City shall operate, maintain, keep in good repair, and clean all of the public areas and facilities of the Airport, including the Common Use Space and the Joint Use Space; the structures associated with the Terminal Buildings; and common use systems, including the In-Line EDS System, owned and operated by the City.

(B) The City shall be responsible for maintaining the Airport utility systems as follows:

(i) *Electrical.* The City shall maintain the electrical system mains up to the distribution points. In addition, the City shall maintain the electrical circuits beyond the distribution points to the extent that such electrical circuits are an integral part of the public, common, or joint use systems owned and operated by the City.

(ii) *Plumbing.* The City shall maintain the plumbing system mains, supplies, and sewers up to the dedicated plumbing lines of Airline.

(iii) *HVAC.* The City shall maintain the Heating, Ventilating and Air Conditioning ("HVAC") system mains, and be responsible for the supply of steam and chilled water, up to the dedicated lines of Airline. The City shall maintain the HVAC systems and units serving the publicly accessible areas of the Terminal Buildings, including the Preferential Use Gates, Common Use Space, the Joint Use Space.

(iv) *Fire Suppression Lines.* The City shall maintain the fire suppression lines up to the dedicated fire suppression lines of the Airline.

(C) Airline shall be charged for the cost, plus actual administrative costs, of any repair, maintenance, or cleaning performed by the City that is caused by the negligence or willful misconduct of Airline, its employees, agents, contractors, or suppliers. Such charge shall constitute part of Airline's Rents, Fees and Charges payable on the month following the date of invoicing by the City for such work.

Section 903. Maintenance by Airline

(A) *Cleaning.* Airline shall, at its sole cost and expense, perform or cause to be performed services which will at all times keep its Exclusive Use Space,

Preferential Baggage Make-Up Area, Preferential Use Gates, and Apron-Level Unenclosed Space clean, neat, orderly, sanitary and presentable.

(B) *Removal of Trash.* Airline, at its sole cost and expense, shall remove from its Exclusive Use Space, Preferential Baggage Make-Up Area, Preferential Use Gates, and Apron-Level Unenclosed Space all waste, trash and refuse, and shall dispose of it in a manner approved by the City. Hazardous Materials or other special wastes shall be managed by Airline in full conformance with applicable Environmental Laws and Environmental Permits.

(C) *Maintenance and Repairs.* Airline shall repair and maintain in good condition (casualty damage and reasonable wear and tear excepted) the Leased Premises, including the Outbound Conveyor, and all alterations or improvements thereto, except for those items for which the City is responsible pursuant to Section 902. Maintenance and repairs shall be in quality and class equal to or better than the original work to preserve the Leased Premises in good order and condition, based on a standard of care reflecting prudent property management. Airline shall repair all damage to the Leased Premises caused by Airline or its sublessees, and the employees, agents, contractors, suppliers, passengers, or invitees of Airline or sublessees.

(D) *Utilities.* Airline shall be responsible for maintaining the utility systems as follows:

(i) *Electrical.* Airline shall maintain the electrical circuits beyond the distribution points to the extent that such electrical circuits serve Airline's Exclusive Use Space, Preferential Baggage Make-Up Area, and/or Airline's equipment located within its Preferential Use Gates.

(ii) *Plumbing.* Airline shall maintain the dedicated plumbing lines, including sewer lines, serving Airline's Exclusive Use Space and Preferential Baggage Make-Up Area.

(iii) *HVAC.* Airline shall maintain the dedicated HVAC systems and units within Airline's Exclusive Use Space and Preferential Baggage Make-Up Area serving such space.

(iv) *Fire Suppression Lines.* Airline shall maintain the dedicated fire suppression lines servicing Airline's Exclusive Use Space and Preferential Baggage Make-Up Area. Airline shall notify the City at least 24 hour before performing such repairs (see Section 801(G) above). Notwithstanding the prior sentence, in case of emergency affecting the health or safety of the public, Airline may effect necessary repairs to protect the public without first providing 24-hour notice to the City; provided, however, that such notification shall be given as promptly as possible under the circumstances.

(E) *Passenger Loading Bridge Maintenance.* On or about July 1 of each year, Airline shall submit to the City for City's approval, which approval shall not be unreasonably withheld or denied, a 12-month maintenance schedule for each City-owned passenger loading bridge associated with each of Airline's Preferential Use Gates. Airline shall report to the City at the close of each Fiscal Year any repair and maintenance completed on each such passenger loading bridge, and the cost expended for all repairs and maintenance. Airline shall pay all costs of operating, repairing and maintaining such passenger loading bridges.

Section 904. City Right to Enter, Inspect, and Require Corrective Action

(A) The City shall have the right at reasonable times to enter upon any of the Leased Premises for any of the purposes listed below:

- (i) to inspect the Leased Premises for any purpose necessary for or incidental to or connected with the City's obligations hereunder, or in the exercise of the City's capacity as Airport owner;
- (ii) to identify those items of maintenance, cleaning, or repair required of the Airline or the City, pursuant to this Article;
- (iii) to perform such maintenance, cleaning, or repair as the City reasonably deems necessary, and which is the responsibility of the City hereunder;
- (iv) for fire protection, safety, or security purposes;
- (v) to make structural additions and alterations to the Airport;
- (vi) as provided in Section 905;
- (vii) to perform environmental remediation as provided in Section 1002(E) or as otherwise required by applicable Environmental Laws or Environmental Permits, and
- (viii) upon the expiration or early termination of this Agreement.

(B) The City shall provide reasonable notification and such right of entry shall not unreasonably interfere with Airline's use or occupancy of its Leased Premises, except if the situation endangers the health or safety of persons or the safety of operations at the Airport. The right of inspection reserved to the City shall impose no obligation on the City to make inspections to ascertain the condition of the Leased Premises and shall impart no liability upon the City for failure to make such inspections. The failure of the City to inspect or monitor or notify Airline of a default or of a hazardous or unsafe condition with respect to Airline's operations hereunder shall not release Airline from its liability to perform its obligations hereunder or impose any liability on the City, and in any other event where the

City determines that it is necessary or desirable to do so to preserve the Airport or any portion thereof or to correct any conditions likely to cause injury or damage.

(C) Airline shall perform all corrective work required of it that is identified in such inspection(s) within 30 days of receipt of a notification from the City. If correction cannot reasonably be completed within such 30 day period, including corrective work undertaken by Airline that is being diligently pursued, this period may be extended at the sole discretion of the City. Matters affecting public health, safety, and welfare, including trash and debris problems, shall be corrected promptly after the City notifies the Airline's station manager or his designee either orally or in writing via hand-delivery.

Section 905. Failure to Maintain by Airline

If City determines that Airline has failed to properly clean, remove trash and refuse, maintain, or repair the Leased Premises as required in Section 903, the City shall provide to Airline a list of deficiencies, reflecting the amount of time to be reasonably allowed for Airline to correct same. If Airline fails to correct such deficiencies within the time allowed and has not registered an objection as to its obligation to do so, the City, following 5 days further notification by the City to Airline, may enter upon the Leased Premises and correct the listed deficiencies. The City shall add the cost of such work, plus actual administrative costs, to the Rents, Fees and Charges due hereunder on the first day of the month following the date of such work, and such cost shall be and constitute a part of the Rents, Fees and Charges. Subsequent to receipt of the further notification of intent to perform repairs, maintenance, or cleaning from the City, Airline shall not undertake performance of such repairs, maintenance, or cleaning without specific prior authorization from the City.

Section 906. City Obligations

Except as specifically provided for herein, the City shall not be under any duty or obligation to Airline to repair, maintain, or clean the Leased Premises or any portion thereof, or any facilities or equipment constructed thereon. The City shall not be responsible or liable to Airline for any claims for compensation for any losses, damages, or injury, including lost profits, sustained by Airline resulting from failure of the Airport structures or utility systems, or caused by the natural physical conditions on the Airport, whether on the surface or underground, including stability, moving, shifting, settlement of ground, or displacement of materials by fire, water, windstorm, tornado, act of God, state of war, terrorism, civilian commotion or riot, or any other cause or peril beyond the control of the City, except to the extent covered by the City's insurance or as may be caused by the City's negligence, willful misconduct, or bad faith.

ARTICLE X COMPLIANCE WITH LAWS

Section 1001. Observance and Compliance with Laws

(A) Airline, its officers, directors, employees, agents, and its contractors and suppliers while such contractors and suppliers are providing services to Airline, shall comply with:

- (i) all applicable federal, state and local laws and ordinances, including directives of the FAA applicable to the Airline's operation at the Airport;
- (ii) the Rules and Regulations governing the Airport; and
- (iii) the provisions of the Airport certification manual, as it may be amended from time to time.

Airline shall make reasonable efforts to cause its passengers, guests and invitees to comply as well.

(B) Upon Airline's request, the City shall promptly provide a copy of the Rules and Regulations and the Airport certification manual. The City shall also provide copies of amendments or additions to the Rules and Regulations to Airline's station manager or his designee in the regular course of business. The City shall give the Airline reasonable Notice of any amendment or additions to the Rules and Regulations in order to provide Airline an opportunity to comment on such amendments or additions prior to adoption. The City acknowledges that compliance with such amendments or additions will not be expected until Airline is notified of such amendments or additions as provided in this Subsection.

(C) Notwithstanding anything to the contrary, references herein to a statute or law shall be deemed to be a reference to: (i) such statute or law as it may be amended from time to time, and (ii) all ordinances, regulations, rules, executive orders, policies and instructions pertaining, and lawfully promulgated pursuant, to such statute or law as they now exist or may be amended from time to time.

Section 1002. Compliance with Environmental Laws

Airline warrants and covenants that in conducting any activities or business at the Airport, including any activities directly related or incidental to its Air Transportation Business, Airline shall comply with any and all applicable Environmental Laws including any plans, monitoring, recordkeeping or programs prepared in conformance with Environmental Laws. Airline further covenants and warrants as follows:

(A) *Environmental Permits.*

(i) Airline shall obtain and maintain any and all Environmental Permits required by applicable Environmental Laws to conduct the activities in which Airline engages at the Airport.

(ii) Airline shall comply with any requirement imposed by an Environmental Permit obtained by the City that is or are applicable to Airline or Airline's activities at the Airport, including any plans, monitoring, recordkeeping or programs prepared in conformance with such Environmental Permits or Environmental Laws; provided, however that the City shall adequately give Notice to Airline of such applicable Environmental Permit, Environmental Law and associated requirements, including all applicable deadlines for compliance.

(iii) The City and Airline shall cooperate to ensure compliance with the terms and conditions of any Environmental Permit, Environmental Law and any associated requirements to insure 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 Airline, its employees, agents, contractors, suppliers, passengers, 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 Airline, whether as a result of negligent conduct or otherwise, at, on, under or about the Airport, or any portion thereof, or in the event any written claim, demand, complaint or action is made or taken against Airline that pertains to Airline's failure or alleged failure to comply with any Environmental Laws or Environmental Permits at the Airport or which pertains to the release of Hazardous Materials by Airline at the Airport, Airline 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 Airline is required, by any Environmental Laws, Environmental Permits, or governmental agency, to file any written notice or report of a release or threatened release of Hazardous Materials at, on, under or about the Airport, or any part thereof, Airline shall simultaneously provide a copy of such notice or report to the City.

(C) *Environmental Remediation.* Airline shall undertake with all due diligence all necessary steps to remedy and remove at its cost any Hazardous Material, or environmental condition or damage to the extent caused by, or resulting from, the activities, conduct or presence of Airline or its agents, employees, contractors, or suppliers at the Airport, whether resulting from negligent conduct or otherwise ("Remediation Work"). Such Remediation Work shall be consistent with remediation standards established by or derived from the

appropriate government agency responsible for enforcing Environmental Laws or Environmental Permits. Except in the event of an emergency, such Remediation Work shall be performed after Airline submits to the City a written plan for completing such Remediation Work and receives the prior approval of the City through Notice; provided, however, that the City's approval shall not be unreasonably withheld or delayed. 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 or the land title. Specific cleanup levels for any Remediation Work by Airline shall be designed to meet and satisfy the requirements of all applicable Environmental Laws and Environmental Permits and be consistent with the commercial use of the Airport, as determined by the governmental agency responsible for enforcing Environmental Laws or Environmental Permits or for establishing cleanup levels. Neither an ongoing remediation, including any testing or monitoring, nor the use of institutional controls, shall either unreasonably or materially impair or interfere with the City's use and enjoyment of its property or the Airport, or that of current and future Airport users or tenants. Upon reasonable notice, the City shall have the right to conduct a reasonable review and inspect all such Remediation Work at any time using consultants and representatives of its choice at City's sole expense. Such inspection shall not unreasonably interfere with Airline's operations.

(D) *Access for Environmental Inspection.* Upon reasonable notification to Airline, the City shall have reasonable access to the Leased Premises to inspect the same in order to confirm that Airline is using the Leased Premises in accordance with the requirements of this Section 1002. Airline shall cooperate fully with any such inspections provided that such inspections shall not unreasonably interfere with Airline's operations. If the City's inspection results in any type of written report, the City shall provide Airline a reasonable opportunity to timely review and comment on a draft of the report. Airline shall provide to City for its review and comment copies of: any and all notices to Airline 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, Airline 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 this Subsection to the extent consistent with the City's legal obligations.

(E) *Corrective Action by City.* If Airline fails to comply with any applicable Environmental Laws or Environmental Permits governing its activities at the Airport, or if Airline fails to conduct necessary Remediation Work in a timely manner as required under this Section, the City, as required by applicable Environmental Laws and Environmental Permits, in addition to the rights and

remedies described elsewhere herein and any other rights and remedies otherwise available to the City, may enter the Leased Premises and take all reasonable and necessary actions to conduct Remediation Work to remove Hazardous Materials or other contaminants for which Airline is responsible under this Agreement and remedy Airline's non-compliance with such applicable Environmental Laws and Environmental Permits. All Remediation Costs incurred by the City shall be paid or reimbursed by Airline. The City shall add the cost of the Remediation Work plus actual administrative costs, to the Rents, Fees and Charges due hereunder on the first day of the month following the date of such work, and such cost shall be and constitute a part of the Rents, Fees and Charges. Subsequent to receipt of the City's Notice to perform the Remediation Work, the Airline shall not undertake performance of such Remediation Work without the specific prior authorization from the City. Remediation Work, if necessary, and any other actions taken by the City pursuant to this Section, shall be performed in accordance with the provisions of Subsection 1002(C), but only after first having provided Notice to Airline of such failure to comply, and 30 days within which Airline may demonstrate why no such alleged failure is present, or to timely remedy such alleged failure that may be present. If Airline's compliance reasonably requires more than 30 days to complete, the City may enter the Leased Premises and take such reasonable and necessary measures to achieve compliance only upon Airline's failing to timely begin curing such noncompliance within such 30 day period and to continue diligently working to achieve compliance thereafter.

(F) *Review of Environmental Documents.* At the reasonable request of the City, and at City's expense, Airline shall make available for inspection and copying, at reasonable times, any and all non-privileged documents and materials Airline has prepared pursuant to any applicable Environmental Laws or Environmental Permits, or submitted to any governmental agency, which documents and materials relate to Environmental Laws or Environmental Permits and which pertain to the Airport or the Leased 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, Hazardous Materials releases, or any actual or threatened violations of any applicable Environmental Laws or Environmental Permits are deemed to be cumulative in nature. The City's right to indemnification as provided under this Section shall survive the expiration or early termination of this Agreement.

(H) *Pollution Control.* In addition to all other requirements of this Agreement, Airline, at its cost, shall manage all its operations at the Airport in compliance with all applicable Environmental Laws, Environmental Permits, and with applicable best management practices outlined and delineated in the Airport's Storm Water Pollution Prevention Plan and Storm Water Management Plan, which shall be provided to Airline at Airline request.

(I) *Environmental Covenants.* So long as they do not adversely impact Airline's day-to-day operations at the Airport, Airline 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 Leased Premises or the Airport; (ii) limits the use of the Leased Premises to nonresidential uses; and/or (iii) reasonably restricts access to soil underlying the Leased Premises or the Airport.

Section 1003. Passengers with Disabilities

Airline shall be responsible for providing boarding assistance to individuals with disabilities as required by 14 C.F.R. Part 382 and 49 C.F.R. Part 27; provided, however, that Airline may use the mechanical lift devices owned and made available by the City in accordance with the provisions of a separate passenger mobile lift device permit that may be granted to Airline by the City.

Section 1004. Nondiscrimination

(A) Airline for itself, its personal representatives, successors in interest, and assigns, agrees that no person on the grounds of race, creed, color, national origin, sex, age, or disability shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in (i) the use of the Airport; or (ii) the construction of any improvements on, over, or under the Airport, and the furnishing of services thereon.

(B) Airline shall comply with all applicable nondiscriminatory requirements that may be imposed pursuant to the Federal Aviation Act of 1958, as amended; the Civil Rights Act of 1964, as amended; 49 C.F.R. Parts 21, 23, and 26, as said regulations may be amended; and state and local laws.

Section 1005. Prevailing Wage

Airline shall include in all service contracts pertaining to the Leased 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 in accordance with the provisions of the Revised Code of The City of St. Louis, Chapter 6.20.

Section 1006. Federal Preemption

Nothing contained in this Agreement is intended, nor shall be construed, as a waiver by either party of any right to assert any claim or defense, or raise any issue in any context or forum including, but not limited to, a court or administrative forum, regarding the preemption by federal law, including but not limited to the Airline Deregulation Act (49 U.S.C. § 41713), of any state or local law or ordinance, or the Rules and Regulations.

ARTICLE XI INSURANCE, DAMAGE, AND INDEMNIFICATION

Section 1101. Insurance

(A) *General.* Airline at all times during the term hereof, shall cause St. Charles County, Missouri, St. Clair County, Illinois, St. Louis County, Missouri, the City, their officers, agents and employees and Airline to be insured on an occurrence basis against the risk of claims and demands by third persons for bodily injury (including wrongful death) and property damage arising or alleged to arise out of the acts or omissions of Airline, its officers, agents, and employees pursuant to this Agreement both on the Leased Premises and the Airport.

(B) *Risks and Minimum Limits of Coverage.* Airline shall procure and maintain the following policies of insurance:

(i) Commercial General Liability Including Aircraft Liability with War Risk Allied Perils (Airline Liability Insurance) in an amount not less than \$300 million per occurrence and in aggregate, where applicable; provided, however, that War Risk Allied Perils coverage may be provided by the FAA War Risk Insurance Program, or other program generally available in the marketplace. Such coverage shall be single limit liability with no annual aggregate.

(ii) Automobile Liability Insurance in an amount not less than \$10 million primary (no excess), combined single limit per occurrence for automobiles used by Airline in the course of its performance hereunder, including Airline's non-owned and hired autos.

(iii) Workers' Compensation and Employer's Liability Insurance in accordance with Missouri laws and regulations. With respect to Workers' Compensation Insurance, if Airline elects to be self-insured, Airline shall comply with the applicable requirements of law. Airline shall require that all its subcontractors or licensees similarly provide such coverage (or qualify as a self-insured) for their respective employees. City, its officers, employees, or agents shall not be liable or responsible for any claims or actions occasioned by Airline's failure to comply with the provisions of this Subparagraph. The indemnification provisions hereof shall apply to this Section. It is expressly agreed that the employees of Airline are not employees of the City for any purpose, and that employees of the City are not employees of Airline.

(iv) Contents Insurance. Airline shall be solely responsible for obtaining insurance policies that provide coverage for losses of Airline owned property. The City shall not be required to provide such insurance coverage or be responsible for payment of Airline's cost for such insurance.

(v) Builders Risk Insurance. During any period of construction, alteration, refurbishment, demolition, excavation, installation, renovation, or reconstruction for which Airline contracts, Airline shall carry, or shall require its contractor or contractors to carry, a policy of Builders Risk Insurance in an amount sufficient to insure the value of the work. The City shall be named Loss Payee on Builders Risk coverage to the extent of the City's interest therein (except to the extent coverage relates to Airline's equipment and personal property). Airline may elect to self-insure for individual projects with a total cost of \$50,000 or less. In addition, Airline or its contractor(s) shall carry not less than \$3 million of commercial general liability (single limit liability with no annual aggregate) and not less than \$3 million of automobile liability insurance coverage (including owned, non-owned and hired vehicles) during the period of construction, alteration, refurbishment, demolition, excavation, installation, renovation, or reconstruction. The policy limits set forth in this subsection shall be per occurrence/aggregate.

(vi) Other Property Coverage. Airline shall provide an "All Risk" insurance policy providing protection from direct loss arising out of any fortuitous cause other than those perils or causes specifically excluded by norm and which covers Airline's improvements to the Leased Premises, trade fixtures, and equipment. The City shall be named Loss Payee on such coverage to the extent of the City's interest therein (except to the extent coverage relates to Airline's equipment and personal property).

(C) *Issuers of Policies.* The issuer of each policy required herein shall be a financially sound insurance company authorized to do business in the State of Missouri. Acceptable insurers include insurance companies with an "A.M. Best Company" rating of at least an "A-," or other insurers or insurance syndicates of similar recognized responsibility.

(i) Form of Policies. The insurance may be in one or more policies of insurance.

(ii) Non-waiver. Nothing the City does or fails to do shall relieve Airline from its duties to provide the required coverage hereunder, and the City's actions or inactions shall not be construed as waiving the City's rights hereunder.

(iii) Insured Parties. Each policy, except those for Workers' Compensation, Employer's Liability, and the FAA War Risk Insurance Program, shall name the City, its officers, agents, and employees as "additional insured" on the certificate of insurance, including all renewal certificates, to the extent of Airline's indemnification obligations hereunder. Upon City's request, Airline shall provide City with an endorsement consistent with the requirements of this Subsection.

Inclusion as an “additional insured” is not intended to, and shall not, make the City a partner or joint venturer with Airline in its operations.

(iv) Deductibles. Airline shall assume and bear any claims or losses to the extent of any deductible amounts and waives any claim it may ever have for the same against the City, its officers, agents, or employees; provided, however, that nothing herein stated shall diminish Airline's rights or increase Airline's obligations in respect to its undertakings or hold harmless defense and indemnification set forth in Section 1104 hereof.

(v) Cancellation. Each policy shall expressly state that it may not be cancelled or materially modified unless 30 days advance Notice is given to the City by the insurance company, or authorized representative of Airline.

(vi) Subrogation. Each policy shall contain an endorsement by which the issuer waives any claim or right in the nature of subrogation to recover against the City, its officers, agents, or employees.

(vii) Certification of Primary Insurance. Each policy hereunder except Workers' Compensation shall be primary insurance to any other insurance available to the Additional Insured and Loss Payee with respect to claims arising hereunder.

(viii) Liability for Premium. Airline shall be solely responsible for payment of all insurance premiums required pursuant to this Agreement, and the City shall not be obligated to pay any premiums; provided, however, that if Airline fails to obtain the insurance as required herein or make premium payments, the City may, with written notification, effect such insurance or make such payments on Airline's behalf and, after Notice to Airline, the City may recover the cost of those payments with the installment of Rents, Fees, and Charges next due, plus 15% administrative charge, from Airline.

(ix) Proof of Insurance. Within thirty (30) days of the Commencement Date of this Agreement and at any time during the term hereof, Airline shall furnish the City with certificates of insurance. Airline shall use its best efforts to submit to the City a certificate showing that such insurance coverage has been renewed at least 5 days prior to the expiration of any such policy. If such coverage is canceled or materially modified, Airline shall, within 15 days after the date of such notice from the insurer of such cancellation or material modification, file with the City a certificate showing that the required insurance has been reinstated or provided through another insurance company or companies. Upon reasonable notification by the City to Airline, the City shall have the right to examine Airline's insurance policies at the Airlines' offices at the Airport.

(D) *Maintenance of Coverage.* Notwithstanding the proof of insurance requirements set forth above, it is the intention of the parties hereto that Airline, continuously and without interruption, maintain in force the required insurance coverages set forth above.

(E) *City Right to Review and Adjust Coverage Limits.* The City reserves the right at reasonable intervals throughout the Term to cause the insurance requirements of this Article to be reviewed, at its sole cost, by an independent insurance consultant experienced in insurance for public airports, taking into consideration changes in statutory law, court decisions, or the claims history of the airline industry as well as that of Airline, and, based on the written recommendations of such consultant, after providing adequate notice to and in consultation with Airline, to reasonably adjust the insurance coverages and limits required herein but not more often than every 24 months.

Section 1102. Airline Actions Affecting Insurance

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

Section 1103. Damage to Premises

(A) *Minor Damage.* If any part of the Leased Premises, or adjacent facilities directly and substantially affecting the use of the Leased Premises, is partially damaged by fire or other casualty, but said circumstances do not render the Leased Premises untenable as determined by the City, the same shall be repaired to usable condition with due diligence by the City as provided in this Section.

(B) *Substantial Damage.* If any part of the Leased Premises, or adjacent facilities directly and substantially affecting the use of the Leased Premises, is so extensively damaged by fire, or other casualty, as to render any portion of said Leased Premises untenable but capable of being repaired, as determined by the City, the same shall be repaired to usable condition with due diligence by the City as provided in this Section. In such case, the rents payable hereunder with respect to affected Leased Premises shall be paid up to the time of such damage and shall thereafter be abated ratably in the proportion that the untenable area bears to the total Leased Premises of the same category or type of space. Such abatement

in rent will continue until the affected Leased Premises are restored adequately for Airline's use. The City shall use its best efforts to provide alternate facilities to continue Airline's operation while repair, reconstruction, or replacement is being completed, at a rental rate not to exceed that provided herein for comparable space, provided that Airline's rental costs shall not increase as a result of any such alternate facilities unless Airline requests additional space and/or space replacement of a classification at higher rental rates concurrent with such reassignment to alternate facilities.

(C) *Total Damage.*

(i) If any part of the Leased Premises, or adjacent facilities directly and substantially affecting the use of the Leased Premises, is damaged by fire or other casualty, and is so extensively damaged as to render any portion of said Leased Premises incapable of being repaired, as determined by the City, the City shall notify Airline as soon as practicable under the circumstances after the date of such damage of its decision whether to reconstruct or replace said space. However, the City shall be under no obligation to replace or reconstruct such premises. The rents payable hereunder with respect to affected Leased Premises shall be paid up to the time of such damage and thereafter shall cease until such time as replacement or reconstructed space shall be available for use by Airline.

(ii) If the City elects to reconstruct or replace affected Leased Premises, the City shall use its best efforts to provide alternate facilities to continue Airline's operation while repair, reconstruction, or replacement is being completed, at a rental rate not to exceed that provided herein for comparable space. However, if such damaged space shall not have been replaced or reconstructed, or the City is not diligently pursuing such replacement or reconstruction, within 6 months after the date of such damage or destruction, Airline shall have the right, upon giving the City 30 days advance Notice, to delete the affected Leased Premises from this Agreement, but this Agreement shall remain in effect with respect to the remainder of said Leased Premises, unless such damaged or destroyed premises substantially prevent Airline from operating its Air Transportation Business at the Airport.

(iii) If the City elects not to reconstruct or replace affected Leased Premises, the City shall meet and consult with Airline on ways to permanently provide Airline with adequate replacement space for affected Leased Premises. Airline shall have the right, upon giving the City 30 days advance Notice, to delete the affected Leased Premises from this Agreement, but this Agreement shall remain in full force and effect with respect to the remainder of said Leased Premises, unless the loss of such premises substantially prevents Airline from operating its Air Transportation Business at the Airport.

(D) *Scope of Restoration of Premises.*

(i) The City's obligations to repair, reconstruct, or replace affected Leased Premises under the provisions of this Section shall in any event be limited to using due diligence and best efforts to restore affected Leased Premises to substantially the same condition that existed prior to any such damage and shall further be limited by the provisions of Subsections 1103(A)-(C). If the City elects to repair, reconstruct, or replace affected premises as provided in this Section, then Airline shall proceed with due diligence and at its sole cost and expense to repair, reconstruct, or replace its signs, fixtures, furnishings, equipment, and other items provided or installed by Airline in or about the Leased Premises in a manner and in a condition at least equal to that which existed prior to said damage or destruction.

(ii) In lieu of the City's repair, reconstruction, or replacement of the affected premises, as provided in this Section, if Airline requests to perform said function with respect to damage under Subsections 1103(A) and (B), the City may, in its sole discretion, allow Airline to do so. Any such work by Airline must be done in accordance with the requirements of Section 801. The City shall reimburse Airline for the cost of such authorized work performed by Airline as agreed to in writing by Airline and the City. Airline shall be considered to be doing such work on its own behalf and not as an agent or contractor of the City.

(E) *Damage From Airline Negligence.* Notwithstanding the provisions of this Section, if damage to or destruction of the Leased Premises is due to the negligent or willful acts of Airline, its agents, servants, or employees, or those under its control, there shall be no abatement of rent during the restoration or replacement of said Leased Premises. In addition, Airline shall have no option to delete the affected Leased Premises from this Agreement. To the extent that the costs of repairs pursuant to this Section shall exceed the amount of any insurance proceeds payable to the City by reason of such damage or destruction, Airline shall pay the amount of such additional costs to the City.

Section 1104. Indemnification

(A) Airline shall defend, indemnify, and hold harmless St. Charles County, Missouri, St. Clair County, Illinois, St. Louis County, Missouri, the City, their respective officers, agents and employees (the "Indemnified Parties") from and against any and all loss, liability, penalties, damages of whatever nature, causes of action, suits, claims, demands, judgments, injunctive relief, awards, settlements, costs, and expenses, including payments of claims of liability resulting from any injury or death of any person or damage to or destruction of any property including all reasonable costs for investigation and defense thereof (including but not limited to attorneys' fees, court costs and expert fees) of any nature, arising out of and in connection with this Agreement, the conduct of Airline's Air

Transportation Business, or Airline's use of its Leased Premises or other areas or facilities at the Airport by Airline, its agents, employees, contractors, or subcontractors, including, but not limited to:

- (i) the acts or omissions of Airline, its agents, employees, contractors, or suppliers;
- (ii) Airline's use or occupancy of the Airport and the Leased Premises; and
- (iii) any violation by Airline in the conduct of Airline's Air Transportation Business or its use of its Leased Premises or other areas or facilities at the Airport of any provision, warranty, covenant, or condition of this Agreement.

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

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

(C) Airline shall defend, indemnify, and hold harmless the Indemnified Parties from and against any claim, suit, demand, action, liability, loss, damage, judgment, or fine, and all costs and expenses of whatever kind or nature associated therewith in any way arising from or based in whole or substantial part upon claim or allegation of a violation of any federal, state, or local laws, statutes, resolutions, regulations, ordinance, or court order affecting the Airport, by Airline, its agents, employees, contractors, or suppliers, in conjunction with Airline's use and/or occupancy of the Leased Premises or its operations at the Airport. Airline will, at its own cost and expense, defend all such claims, demands and suits, whether frivolous or not. Airline shall include the substance of this Subsection (C) in every sublease, contract or other agreement which

Airline may enter into related to its activities at the Airport, and any such sublease, contract or other agreement shall specifically provide that the City is a third-party beneficiary of this and related provisions. This provision does not constitute a waiver of any other condition of this Agreement prohibiting or limiting assignments, subletting or subcontracting.

(D) Airline shall defend, indemnify, and hold harmless the Indemnified Parties from and against any claim, suit, demand, action, liability, loss, damage, judgment, or fine, and all costs and expenses of whatever kind or nature arising from or based in whole or part upon the presence in, or the release into, the environment or the Airport of any Hazardous Materials to the extent caused by, or resulting from, the acts or omissions of Airline or its agents, employees, contractors, invitees, licensees, or suppliers at the Airport whether resulting from negligent conduct or otherwise.

(E) If a prohibited incursion into the air operations area occurs, or if the Airfield Operations Area or sterile area security is breached, by or due to the negligence or willful act or omission of any of Airline's employees, agents, contractors, or suppliers, and such incursion or breach results in a civil penalty action against the City, Airline shall assume the defense of any such action and be responsible for any civil penalty or settlement amount required to be paid by the City as a result of such incursion or breach. The City shall notify Airline of any allegation, investigation, or proposed or actual civil penalty sought for such incursion or breach. Civil penalties and settlement and associated expenses reimbursable under this paragraph include but are not limited to those paid or incurred as a result of violation of FAA or TSA regulations or security directives.

(F) Airline's obligation to defend and indemnify past officers, employees, and agents of the City shall apply to such persons only for claims, suits, demands, actions, liability, loss, damages, judgments, or fines arising from events, occurrences, and circumstances during which said officers, employees, and agents held their office or position with the City.

(G) The City shall promptly notify Airline of each claim, action, proceeding, or suit in respect of which indemnity may be sought by the City against Airline hereunder, setting forth the particulars of such claim, action, proceeding or suit; shall furnish Airline with a copy of all judicial filings and legal process and any correspondence received by the City related thereto; and shall tender the defense of same to Airline.

(H) The duty to defend, indemnify, hold harmless, and reimburse shall apply to any claim, demands, or suits made against the City for which Airline is responsible pursuant to this Section. Provided, however, that upon the filing by anyone of a claim with the City for damages arising out of incidents for which Airline herein agrees to indemnify and hold the City harmless, the City shall promptly notify Airline of such claim and, if Airline does not settle or compromise such claim, then Airline shall undertake the legal defense of such

claim both on behalf of Airline and on behalf of the City, at Airline's expense; provided, however, that Airline shall immediately notify City if a conflict between the interests of Airline and City arises during the course of such representation. Airline shall use counsel reasonably acceptable to the City Counselor of the City or his or her designee, after consultation with the Airport Director, in carrying out its obligations hereunder. The provisions of this Section shall survive the expiration or early termination of this Agreement. It is specifically agreed, however, that the City, at its option and at its own expense, may participate in the legal defense of any claim defended by Airline in accordance with this Section. Any final judgment rendered against the City for any cause for which Airline is liable hereunder shall be conclusive against Airline as to amount upon the expiration of the time for appeal therefrom. Nothing in this Article shall be deemed a change or modification in any manner whatsoever of the method or conditions of preserving, asserting, or enforcing any claim of legal liability against the City. This Section shall not be construed as a waiver of the City's sovereign or other immunity.

(I) The City, at its own expense except as otherwise provided herein, shall be invited to attend and participate in all meetings (including those related to settlement) and to appear and participate in all judicial proceedings and to the extent of its interests, approve, in writing, the terms of any settlement related to any claim, action, proceeding or suit set forth in this Section.

(J) Notwithstanding the provisions of this Section, Airline shall have no obligation to defend, indemnify, or hold harmless the City for any consequential damages or for any amounts to be paid in connection with losses, liabilities, penalties, damages of whatever nature, causes of action, suits, claims, demands, injunctive relief, judgments, awards and settlements because, and to the extent, of the negligence or willful misconduct of the City, but only if the City is conclusively determined to be more than 10% liable due to contributory negligence.

(K) This Section shall survive the expiration or early termination of this Agreement. Airline understands and agrees that any insurance protection furnished by Airline pursuant to Section 1101 shall in no way limit Airline's responsibility to indemnify and hold harmless the City under the provisions of this Agreement.

Section 1105. City Not Liable

Unless otherwise expressly provided for in this Agreement, the City shall not in any event be liable to Airline for:

(A) any acts or omissions of Airline, its officers, directors, employees, agents, contractors, or suppliers, or for any conditions resulting from the operations or activities of Airline's directors, officers, employees, agents, contractors, or suppliers;

(B) Airline's failure to perform any of the obligations hereunder or for any delay in the performance thereof;

(C) any environmental condition in existence at the Airport, or any part thereof, which condition may interfere with Airline's business or other operations or activities, or which might otherwise cause damages to Airline through loss of business, destruction of property, or injury to Airline, its officers, directors, employees, agents, contractors, suppliers, passengers, invitees, or licensees except to the extent such conditions are caused by the City, its employees or agents; or

(D) bodily injury or any loss or damage to real or personal property or business income occasioned by flood, fire, smoke, earthquake, lightning, windstorm, hail, explosion, riot, strike, civil commotion, vandalism, malicious mischief, or acts of war or terrorism, or for any injury, loss or damage not caused by the negligence, willful misconduct, or bad faith of the City.

ARTICLE XII MERGERS, ASSIGNMENT, AND SUBLETTING

Section 1201. Airline Mergers and Consolidations

If Airline consolidates with or merges into another company or permits one or more other companies to consolidate with or merge into it, or transfers or conveys all or substantially all of its property, assets and licenses to another company, the business entity resulting from or surviving such merger (if other than Airline) or consolidation or the company to which such transfer or conveyance is made shall (i) expressly assume in writing and agree to perform all of Airline's obligations hereunder, (ii) be qualified to do business in the State of Missouri, and (iii) if such business entity is not organized and existing under the laws of the United States of America or any state or territory thereof or the District of Columbia, furnish to the City an irrevocable consent to service of process in, and to the jurisdiction of, the courts of the State of Missouri with respect to any action or suit, in law or at equity, brought by the City to enforce this Agreement. If Airline is the surviving business entity in such a merger, the express assumption referred to in this Section shall not be required.

Section 1202. Airline Assignments

Airline shall not assign, transfer, convey, sell, mortgage, pledge, or encumber (hereinafter collectively referred to as "Assignment") this Agreement other than in connection with a transaction referenced in Section 1201 or sublet its Leased Premises without the advance approval of the City, which is to be given by Notice to Airline. No Assignment of this Agreement or sublet of the Leased Premises shall be effective without advance approval of the City. If Airline fails to obtain advance approval from the City of any such Assignment or sublet, the City, in addition to the rights and remedies set forth in Article XIII and by law, shall have the right, in its sole discretion, to hold Airline responsible for continued performance of its obligations throughout the Term, or to

immediately terminate this Agreement, and the assignee or sublessee shall acquire no interest herein or any rights to use the Leased Premises.

Section 1203. City Approval of Assignments

No Assignment of this Agreement other than in connection with a transaction referenced in Section 1201 shall be effective without advance approval of the City, which may approve, condition or deny such Assignment in its sole discretion pursuant to City Ordinance 63687.

Section 1204. City Approval of Subleases

No sublease of Airline's Leased Premises shall be effective without approval by the City, which approval is to be given to Airline by Notice, and shall take into consideration the best interest of the traveling public and the operations of the Airport. All subleases shall be subordinate to this Agreement. Without in any manner limiting the City's general right to approve, disapprove, or condition subleases, it shall not be unreasonable for the City to disapprove or condition a sublease of Airline's Leased Premises on any or all of the following circumstances, among others:

- (A) The proposed sublease imposes excessive or otherwise unfair terms and conditions on the sublessee.
- (B) An airline, including a Signatory Airline which is not leasing space directly from the City, proposes to sublease, in whole or in part, the Leased Premises, and the City determines that there is space in the Terminal Buildings available for lease directly from the City by the proposed sublessee; provided, however, that this paragraph shall not apply to subleases with Affiliates and Partners.
- (C) The proposed sublease does not contain a provision which permits it to be terminated upon Notice from the City to the parties thereto of the availability of City-controlled space; provided, however, that this paragraph shall not apply to subleases with Affiliates and Partners.
- (D) The proposed sublease does not recognize explicitly that it is subordinate to this Agreement.

The occasional use of a Preferential Use Gate or the Preferential Baggage Make-up Area by another airline to accommodate non-routine irregular operations shall not be considered a sublease arrangement for purposes of this Section.

Section 1205. Method of Obtaining Approval of Subleases

When requesting approval of a sublease under Sections 1202 and 1204, Airline shall include with its request a copy of the proposed agreement, if prepared, or a detailed summary of the material terms and conditions to be contained in such agreement. Any

proposed agreement or detailed summary thereof shall provide information required by the City, including the following:

- (A) the Leased Premises to be sublet;
- (B) the terms;
- (C) if a sublease, the rents and fees to be charged; and
- (D) any other material term and condition of the sublease.

If approved, Airline shall submit a fully executed copy of such agreement to the City within 30 days after the commencement of the sublease.

Section 1206. Charges to Sublessees

The City shall not approve any sublease that includes charges other than the following:

- (A) a reasonable charge for any services, equipment, and property provided by Airline;
- (B) actual costs other than rental costs incurred by Airline; and
- (C) reasonable rents not to exceed 115% of Airline's Rents, Fees, and Charges allocable to the subleased portion of the Leased Premises.

Section 1207. Airline to Remain Liable

Airline shall remain fully and primarily liable throughout the Term for the payment of all of the Rents, Fees, and Charges due and payable to the City for the Leased Premises that are subject to a sublease, and shall remain fully responsible for the performance of all the other obligations hereunder, unless otherwise agreed to by the City.

ARTICLE XIII DEFAULT AND TERMINATION

Section 1301. Events of Default

Each of the following constitutes an “Event of Default” under this Agreement:

- (A) Airline fails to punctually pay when due any Rents, Fees, and Charges, or any other sum required to be paid hereunder, or fails to remit any PFC when due, or fails to comply with its PFC reporting requirements to the City, and such failure continues for a period of 15 days after Notice of non-payment or non-remittance has been given to Airline by the City.

(B) Airline fails to keep, perform and observe any promise, covenant or other provision of this Agreement for a period of 30 days after Notice specifying such failure by the City; provided, however, that any such failure which can be cured, but which cannot with due diligence be cured within such 30 day period, shall not give rise to the City's right to terminate this Agreement if corrective action is instituted by Airline within such 30 day period and diligently pursued until the failure is corrected.

(C) Any representation or warranty of a material fact made by Airline herein or in any certificate or statement furnished to the City pursuant to or in connection herewith proves untrue in any material respect as of the date of issuance or making thereof, and such materiality is then continuing.

(D) Airline discontinues its Air Transportation Business at the Airport for a period of 60 consecutive days or, after exhausting or abandoning any further appeals, Airline is prevented for a period of 60 consecutive days by action of any governmental agency other than the City from conducting its Air Transportation Business at the Airport.

(E) Airline fails to meet and maintain any of the Security Deposit requirements in accordance with Section 506.

(F) Airline fails to maintain the minimum required insurance coverage as required by Section 1101 for a period of 30 days after Notice specifying such failure by the City, provided that the City shall have the right to immediately suspend Airline's right to operate at the Airport until Airline has obtained the minimum required insurance coverage.

(G) Airline fails to maintain true and accurate books, records, and accounts resulting in an underpayment of Rents, Fees, and Charges by Airline to the City, and such underpayment continues for a period of 6 months.

(H) Airline becomes insolvent (as such term is defined under Section 101 of the Federal Bankruptcy Code, 11 U.S.C. § 101 et seq. (the "Bankruptcy Code"), or any successor statute thereto); or fails to pay its debts generally as they mature; or takes the benefit of any present or future federal or state insolvency statute; or makes a general assignment for the benefit of creditors.

(I) Airline files a voluntary petition in bankruptcy or a petition or answer seeking an arrangement of its indebtedness under the Bankruptcy Code or under any other law or statute of the United States or of any state thereof, or under any law or statute of another country; or consents to the appointment of a receiver, trustee, custodian, liquidator, or other similar official, of all or substantially all of its property; or an order for relief is entered by or against Airline under any chapter of the Bankruptcy Code.

(J) Airline is adjudged a debtor or bankrupt and/or an order is made approving a petition filed by any of Airline's creditors or stockholders seeking

Airline's liquidation or reorganization under the Bankruptcy Code or under any other law or statute of the United States or any state thereof, and such order or decree is not stayed or vacated within 60 days of its issuance.

(K) A petition under any chapter of the Bankruptcy Code or an action under any federal or state insolvency law or statute, or an action under any insolvency law or statute of another country is filed against Airline and is not dismissed or stayed within 60 days after the filing thereof.

(L) By or pursuant to, or under authority of any legislative act, resolution, or rule, or any order or decree of any court or governmental board, agency or officer, a receiver, trustee, custodian, liquidator, or other similar official takes possession or control of all or substantially all of the property of Airline and such possession or control continues in effect for a period of 60 days.

(M) Airline becomes a business entity in dissolution.

(N) The letting, license, or other interest of or rights of Airline hereunder is transferred to, passed to, or devolved upon, by operation of law or otherwise, any other person, firm, corporation, or other entity, by, in connection with or as a result of any bankruptcy, insolvency, trusteeship, liquidation, or other proceedings or occurrence described in subparagraphs (H) through (M) of this Section.

(O) Airline enters into an assignment or sublease which is not approved by the City in accordance with the provisions of Article XII, and, if a sublease, it is not terminated within 10 days after Notice from the City.

Section 1302. Termination by the City

(A) Whenever an Event of Default has occurred, the City may at its option, immediately and without further notification of such Event of Default:

(i) Terminate this Agreement and/or Airline's rights granted hereby, but without discharging any of Airline's obligations hereunder and, at the City's further option, exclude Airline from its Leased Premises. If Airline uses, occupies, or fails to surrender or remove its property from its Leased Premises, or any portion thereof, without the consent of the City after this Agreement has been terminated or expires, Airline may be deemed a tenant at sufferance during the period of such use or failure and, in such event, Airline shall pay Rents, Fees, and Charges established by the City for Nonsignatory Airlines during such period. In such event, the City shall have, in addition to whatever other rights are available to the City, the right to all remedies provided under applicable laws, and reasonable costs, disbursements, and attorney fees including consequential damages incurred as a result of the holdover.

(ii) Without terminating this Agreement, exclude Airline from its Leased Premises and use its best efforts to lease such Leased Premises to a

replacement airline. Airline shall remain liable for all Rents, Fees, and Charges and other payments due hereunder for the remainder of the Term; provided, however, that any rents received from a replacement airline shall be credited against the amounts owed by Airline.

(B) In the event of an Event of Default, the City may exercise any and all of the rights provided to it in this Section irrespective of any subsequent cure by Airline, unless otherwise mutually agreed by Airline and the City.

(C) In accordance with the provisions of 14 C.F.R. Part 158, App. A(B)(7), as it may be amended from time to time, if any of Airline's Leased Premises is financed in whole or in part with PFC revenue, and if Airline has an exclusive lease or use agreement for facilities at the Airport ("Exclusive Facilities"), and if any portion of such Exclusive Facilities is not fully utilized and is not made available for use by potentially competing airlines, this Agreement may be terminated by the City.

(D) The remedies set forth in this Article shall be in addition to all other remedies which are or may be available to the City at law or in equity to enforce the performance and observance of any obligation, agreement or covenant of Airline hereunder, including collection of amounts due.

(E) All rights and remedies given to the City herein and all rights and remedies granted to the City by law shall be cumulative and concurrent. No termination of this Agreement or the taking or recovering of the Leased Premises shall deprive the City of any of the City's remedies or actions against Airline for Rents, Fees, and Charges or for damages or for the breach of any covenant herein contained, nor shall the bringing of any action for Rents, Fees, and Charges or breach of covenant, the resort to any other remedy herein provided for the recovery of Rents, Fees, and Charges, or any delay in exercising such rights, be construed as a waiver of the right to obtain possession of the Leased Premises.

(F) In no event shall this Agreement or any rights or privileges hereunder be an asset of Airline under any bankruptcy, insolvency, or reorganization proceedings.

Section 1303. Change of Term

Notwithstanding the provisions of Section 201, automatically and immediately upon the occurrence of an Event of Default described in Subsections 1301 (H) - (M), the Term shall convert to month-to-month; provided, however, that the conversion of the Term pursuant to this Section shall not discharge any of Airline's obligations hereunder nor affect any of the City's remedies set forth herein.

Section 1304. Termination by Airline

At any time that Airline is neither in default nor has committed an Event of Default hereunder, Airline may terminate this Agreement to the extent set forth below, at

Airline's option, prior to the scheduled expiration date set forth in Section 201, by giving the City 60 days' advance Notice upon or after the happening and during the continuance of any of the following events:

(A) Any action of the FAA or any other federal, state, county, or municipal governmental agency refusing to permit Airline to operate into, from, or through the Airport such aircraft (licensed for use in scheduled air transportation) as Airline has previously operated regularly thereon, and the remaining in force of such refusal for a period of at least 60 days; provided however, that this provision shall not apply if occasioned by Airline's failure to comply with airworthiness or noise standards for aircraft as promulgated by FAA;

(B) Any failure by the City to keep, perform and observe any material promise, covenant, or other provision of this Agreement for a period of 30 days after Notice specifying such failure and requesting that it be remedied is given to the City by Airline; provided, however, that any such failure which can be cured, but which cannot with due diligence be cured within such 30 day period, shall not give rise to Airline's right to terminate this Agreement if corrective action is instituted by the City within such 30 day period and diligently pursued until the failure is corrected; or

(C) Airline is prevented from conducting its Air Transportation Business at the Airport for a period in excess of 90 consecutive days for any reason other than causes directly controlled by Airline.

ARTICLE XIV SURRENDER OF PREMISES

Section 1401. Surrender of Premises

(A) *Surrender of Premises.* On expiration of the Term or earlier termination as hereinafter provided, or on reassignment or reallocation of the Leased Premises as provided herein, Airline shall:

(i) peaceably surrender possession of the Leased Premises and other space made available to Airline hereunder in a clean, sanitary, and good condition, excepting only reasonable wear and tear (taking into account repair and maintenance required to be done by Airline), acts of God, fire, and other casualties, and conditions that can be shown by Airline existed prior to Airline's occupancy or use of the Leased Premises, and the City shall have the right to take possession of said Leased Premises and other space made available to Airline hereunder; and

(ii) return the Leased Premises to the City in a condition such that Hazardous Materials which were placed, stored, used, generated, treated, released, discharged, disposed, and/or spilled on, under, or about the Leased Premises by Airline, its officers, directors, employees, agents, contractors, or suppliers do not exceed allowable levels established under

applicable Environmental Laws and Environmental Permits in accordance with Section 1002(C). If the City is required under applicable Environmental Laws to undertake actions to bring the Leased Premises into compliance with this provision, or any applicable Environmental Laws or Environmental Permits as a result of Airline's failure to timely correct same in accordance with Subsection 1002(C), Airline shall reimburse the City for any Remediation Costs incurred by the City, as provided for in Subsection 1002(E).

The City shall not be required to notify Airline to quit possession at the expiration date of the Term.

(B) *Removal of Personal Property.* Provided Airline is not in default for non-payment of Rents, Fees, and Charges, or any other payment due hereunder, or non-remittance of PFCs, Airline shall have the right, on expiration or early termination of this Agreement and within 30 days thereafter, to remove or dispose of all trade fixtures and equipment and other personal property installed or placed by Airline, in, on, or about the Airport. Airline shall not be entitled to remove non-trade fixtures without the advance consent of the City. If, following the expiration or early termination of this Agreement, the City has immediate need to accommodate a new tenant, the City may remove and store Airline's trade fixtures, equipment and personal property, at Airline's risk.

(C) *Removal Damages.* Airline shall repair any damage caused by the removal of its trade fixtures, equipment, or personal property. Removal shall be at Airline's expense. Notwithstanding the above, consideration shall be given to the intended long-term use of the premises and if the City determines that such premises would not be maintained for a period warranting the repairs indicated above, the City may alter or waive the repair requirement of this Subsection. If the Leased Premises are yielded or delivered to the City in need of repair, reconditioning, or restoration to the condition that existed when Airline first used the Leased Premises pursuant to this Agreement or any preceding agreement (reasonable wear and tear taking into account repair and maintenance required to be done by Airline excepted), after reasonable notification by the City to Airline, the City shall repair or recondition said Leased Premises and the cost thereof, plus actual administrative costs, shall be invoiced to Airline and payable immediately. The City shall determine the condition of the Leased Premises at the expiration or early termination of this Agreement.

(D) *Ownership of Fixtures and Personal Property Not Removed.* If, after 30 days following any of the actions or remedies authorized by Subsection 1302(A) or the expiration of this Agreement, Airline fails to remove its fixtures and other personal property from the Leased premises, such fixtures and personal property may be deemed abandoned. In addition to whatever other rights are available to the City, with prior notification of Airline, the City may: (i) remove, sell, or store Airline property at Airline's expense, or (ii) take title to Airline property in lieu of removal on behalf of Airline. If the City takes title to such property or otherwise

disposes of the property, the City shall be entitled to all proceeds of sale of such Airline property as liquidated damages for the breach of this covenant to remove.

ARTICLE XV MISCELLANEOUS PROVISIONS

Section 1501. Relationship of Parties

Nothing herein contained is intended or shall be construed to create or establish any relationship other than that of lessor and lessee, and nothing herein shall be construed to establish any partnership, joint venture or association or to make Airline the general representative or agent of the City for any purpose whatsoever.

Section 1502. Amendment

Except as otherwise expressly provided herein, this Agreement may not be changed, modified, discharged, or extended except by written amendment duly executed by the parties.

Section 1503. Subordination to Agreements with the United States

(A) This Agreement shall be subordinated to the provisions of any existing or future agreement between the City and the United States Government or governmental authority, relating to the operation or maintenance of the Airport, the execution of which has been or will be required as a condition precedent to the granting of federal funds or the approval to impose or use PFCs for the improvement or development of the Airport. Airline shall not cause the City to violate any assurances made by the City to the United States Government in connection with the granting of such federal funds or the approval of such PFCs.

(B) All provisions of this Agreement shall be subordinate to the rights of the United States of America to operate all of the Airport or any part thereof during time of war or national emergency. Such rights shall supersede any provisions of this Agreement inconsistent with the operation of the Airport by the United States of America.

Section 1504. Subordination to Trust Indenture

(A) This Agreement and all rights granted to Airline hereunder are expressly subordinated and subject to the lien and provisions of the pledges, covenants (including rate covenants), transfers, hypothecation, or assignments made by the City in the Trust Indenture and any Bond ordinance (including related documents authorized or approved by such ordinance) enacted by the City regarding the issuance of Bonds. The City expressly reserves the right to make such pledges and grant such liens and enter into covenants as it may deem necessary or desirable to secure and provide for the payment of Bonds, including the creation of reserves therefor; provided, however, that the City shall give Notice to Airline and shall provide a reasonable amount of time for consultation with Airline and

other Signatory Airlines before the City adopts an amendment to the Trust Indenture or any Bond ordinance; and further provided that if the City adopts an amendment to the Trust Indenture that materially affects the method of calculation of Rents, Fees, and Charges as set forth in this Agreement, Airline may terminate this Agreement with Notice to the City no later than 30 days after the adoption of such amendment to the Trust Indenture.

(B) Airline understands that the City is and will be the issuer of Bonds. With respect to outstanding Bonds that may be issued in the future, the interest on which is intended to be excludable from gross income of the holders of such Bonds for federal income tax purposes under federal law, Airline shall not act, or fail to act (and will immediately cease and desist from any action, or failure to act) with respect to the use of the Leased Premises, if the act or failure to act may cause the City to fail to be in compliance with the provisions of federal law with respect to those types of Bonds, as it now exists or may be amended, supplemented, or replaced, or the regulations or rulings issued thereunder, nor will Airline take, or persist in, any action or omission that may cause the interest on the tax-exempt Bonds either (i) not to be excludable from the gross income of the holders thereof for federal income tax purposes; or (ii) to become subject to the alternative minimum tax for federal income tax purposes.

Section 1505. Certificate in Connection with Issuance of Bonds

In connection with any issuance of Bonds by the City, upon not less than 30 days prior request by the City, Airline shall deliver to the City a statement in writing certifying:

- (A) that this Agreement is unmodified and in full force and effect (or if there have been modifications, a description of such modifications and that the Agreement as modified is in full force and effect);
- (B) that to Airline's knowledge the City is not in default under any provision of this Agreement, or, if in default, the nature thereof in detail; and
- (C) such further matters as may be reasonably requested by the City, it being intended that any such statement may be relied upon by the parties involved in such issuance of Bonds.

Section 1506. No Third Party Beneficiaries

This Agreement is for the sole benefit of the parties hereto and their permitted assigns and nothing herein expressed or implied shall give or be construed to give to any person or entity (including other Signatory Airlines) other than the parties hereto and their assigns any legal or equitable rights hereunder.

Section 1507. Counterparts

This Agreement may be executed in one or more counterparts.

Section 1508. Exhibits

All certificates, documents, exhibits, attachments, riders, and addenda referred to herein, including the exhibits referred hereto, are hereby incorporated into this Agreement by reference and made a part hereof as though set forth in full in this Agreement to the extent they are consistent with its conditions and terms.

Section 1509. Survival of Warranties

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

Section 1510. Quiet Enjoyment

Upon payment of all amounts due hereunder and performance of the covenants and agreements on the part of Airline to be performed hereunder, the City shall not act or fail to act, except as otherwise provided by this Agreement, in a manner that will prevent Airline from peaceably having and, in accordance with the terms hereof, enjoying the Leased Premises and all rights, licenses, services, and privileges of the Airport and its appurtenances and facilities granted herein.

Section 1511. No Personal Liability

(A) The City shall not be liable for any acts or omissions of any airline or any condition resulting from the operations or activities of tenants or their representatives.

(B) No director, officer, employee, or agent of the City or Airline shall be charged personally or held contractually liable by or to the other party under any term or provision of this Agreement or because of any breach hereof or because of its or their execution of this Agreement. Any administrative complaint brought against the City relating to any aspect of this Agreement shall be brought against the City and not against named individual respondents.

Section 1512. Governing Law and Forum Selection

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

Section 1513. Communications and Notices

(A) Except as otherwise expressly provided in this Agreement, all communications, including notifications, requests, authorizations, approvals, demands, and consents provided for hereunder shall be in writing.

If to the City, to:

Airport Director
Lambert-St. Louis International Airport
10701 Lambert International Boulevard
St. Louis, Missouri 63145

with copy to:

Airport Properties Department
Lambert-St. Louis International Airport
10701 Lambert International Boulevard
St. Louis, Missouri 63145

If to Airline, to:

Airline contact info...

or to such other person or address as either the City or Airline may hereafter designate by Notice to the other in accordance with Subsection 1513(B).

(B) All Notices required by this Agreement shall be mailed via certified mail return-receipt requested, via overnight mail with receipt, or personally delivered to the City and Airline at the addresses set forth in Subsection 1513(A), with copy to:

If to the City:

Office of the City Counselor
Airport Legal Department
10701 Lambert International Boulevard
St. Louis, Missouri 63145

If to Airline:

Airline contact info...

or to such other person or address as either the City or Airline may hereafter designate by Notice.

Except as otherwise expressly provided hereunder, any such Notice shall be deemed to have been given or made: (i) if sent by certified mail, 5 days after being deposited in the mails, postage prepaid and properly addressed; (ii) if via overnight mail, the next business day; and (iii) if delivered by personal service, when delivered to the addressee.

Section 1514. Force Majeure

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

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

Section 1515. Invalid Provisions

If any covenant, condition, or 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 covenant, condition, or provision shall 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 shall be stricken. If stricken, all other covenants, conditions and provisions of this Agreement shall remain in full force and effect provided that the striking of such covenants, conditions or provisions does not materially prejudice either the City or Airline in its respective rights and obligations contained in the valid covenants, conditions, or provisions of this Agreement.

Section 1516. No Waiver

No provision of this Agreement shall be deemed to have been waived by either party unless such waiver is in writing, signed by the party making the waiver and addressed to the other party, nor shall any custom or practice that may evolve between the parties in the administration of the terms 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 terms of this Agreement.

Section 1517. City's Rights and Remedies are Cumulative

All rights and remedies of the City as provided herein and under law are cumulative in nature.

Section 1518. Construction of Agreement

The parties hereto acknowledge that they have thoroughly read this Agreement, including any exhibits or attachments hereto and have sought and received whatever competent advice and counsel was necessary for them to form a full and complete understanding of all rights and obligations herein. The parties further acknowledge that this Agreement is the result of extensive negotiations between the parties and shall not be construed against the City by reason of the preparation of this Agreement by the City.

Section 1519. Timing

The parties expressly agree that time is of the essence in this Agreement. Failure by a party to complete performance within the time specified, or within a reasonable time if no time is specified herein, shall relieve the other party, without liability, of any obligation to accept such performance.

Section 1520. Representatives

The City and Airline shall each designate a representative who, except as otherwise provided hereunder, shall be authorized to act for the City and Airline, respectively, with respect to any actions to be taken by either of them under the terms of this Agreement. Except as specifically set forth herein, for the purposes of actions to be taken by it or by the City, the City's representative shall be the Airport Director. Airline's representative shall be designated by notifying the City. Any party hereto may change its designated representative by notifying the other party.

Section 1521. Approvals

(A) Whenever in this Agreement any approval is required, such decision shall be promptly rendered and shall not be unreasonably withheld or conditioned. No disapproval shall be valid if such disapproval constitutes an anticompetitive act as described by a federal agency having jurisdiction over such matters.

(B) Unless otherwise required by state or local law, wherever in this Agreement the approval, authorization, consent, certification, determination, waiver, or any other action of the City is required, it may be performed by the Airport Director, unless otherwise provided herein. In taking such actions, the Airport Director shall act reasonably, and take into consideration the best interest of the traveling public and the operations of the Airport.

(C) In all instances in this Agreement where consent or approval of one party is required for an action by the other party, such consent shall be in writing unless otherwise agreed by the parties.

Section 1522. Successors and Assigns

The terms, conditions, and covenants of this Agreement shall inure to the benefit of, and be binding upon, the parties hereto and upon their permitted successors, assigns and sublessees, if any. This provision shall not constitute a waiver of any conditions regarding assignment or subletting contained in this Agreement.

Section 1523. Authority to Execute

The person(s) executing this Agreement on behalf of Airline warrants to the City that Airline is a duly authorized and existing corporation, that Airline is qualified to do business in the State of Missouri, that Airline has full right and authority to enter into this Agreement, and that each and every person signing on behalf of Airline is authorized to do so.

Section 1524. Entire Agreement

This Agreement, including the attached exhibits, embodies the entire agreement between the City and Airline relating to the subject matter hereof, and supersedes all prior agreements and understandings, written or oral, express or implied, between the City and Airline relating thereto.

AIRLINE NAME:

By:

Title: Date

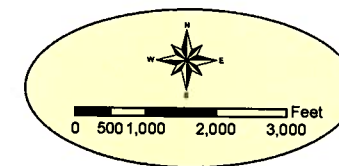
ATTESTED:

By:

Title: Date

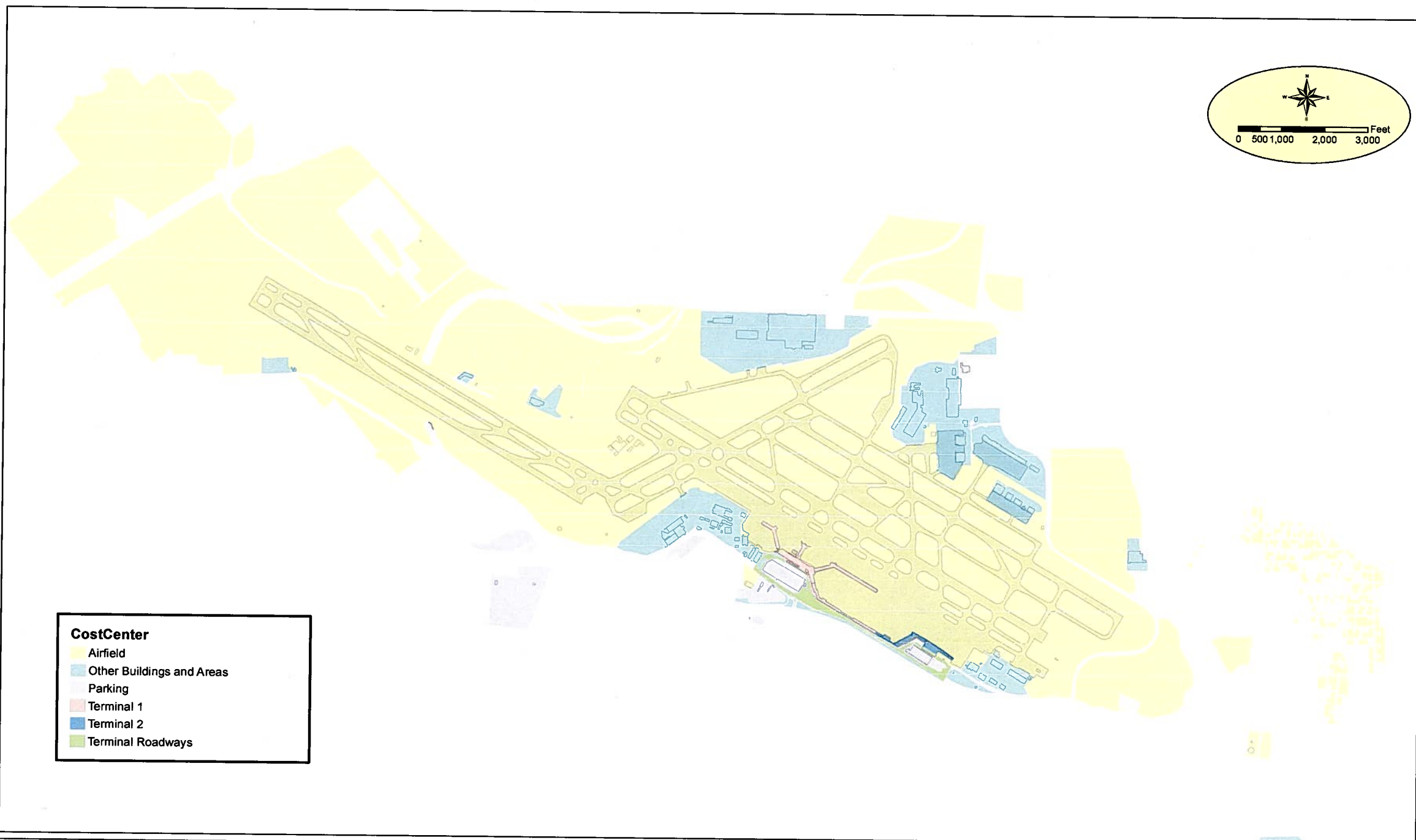
EXHIBIT "A"

COST CENTERS



CostCenter

- Airfield
- Other Buildings and Areas
- Parking
- Terminal 1
- Terminal 2
- Terminal Roadways



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

Exhibit "A" Cost Centers

This 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 process, is prohibited without the written permission of the Lambert-St. Louis International Airport. The information contained on this document has been compiled from multiple sources, and the Lambert-St. Louis International Airport does not make any warranties to its representation or accuracy. The information represented or implied in this document is the property of the Lambert-St. Louis International Airport.

Prepared By: Properties
Date: July 2011

Review and Approval By:
Date:

EXHIBIT "B"

LEASED PREMISES

EXHIBIT B INSTRUCTIONS

Lambert- St. Louis International Airport

Please follow these instructions to review Airline Exhibit "B":

1. Go to <https://asa0003.lambert-stl.org>
2. If you get a window that states "there is a problem with this sites security certificate"
 - a. Click "continue to this website (not recommended)"
3. Sign in and
 - a. Group: *1File Transfer*
 - b. Username : *ftpuser*
 - c. Password (case sensitive): *STLagreement*
4. Click "Continue"
5. Click on "SecureFTP" link
6. Sign in again using same credentials as before
7. Double click on "AirExB_030111.pdf"
8. And choose Save
9. Once the document is saved, click on "logout" in the upper right hand corner

EXHIBIT “C”

STATISTICAL REPORT FORMS

LAMBERT-ST. LOUIS INTERNATIONAL AIRPORT®
MONTHLY STATISTICAL REPORT
DOMESTIC FLIGHTS ONLY

Month of: _____
 Air Carrier: _____

Please send to:
 Accounting Manager
 P.O. Box 10036
 St. Louis, MO 63145
 314-426-1221 fax
 Or appropriate email

ITEM	IN	OUT	TOTAL
1) FLIGHT OPERATIONS (Number of Flights)			
2) PASSENGERS *	OFF	ON	TOTAL
Originating	*****		
Terminating		*****	
CONNECTING:			
Interline (Off Line)			
Intraline (On Line)			
TOTAL PASSENGERS			
3) MAIL	OFF	ON	TOTAL
(Pounds)			
4) CARGO	OFF	ON	TOTAL
Express			
Freight			
TOTAL CARGO (Pounds)			

(*) Originating-Passengers
 Terminating-Passengers
 Interline-Passengers
 Intra-line-Passengers

Beginning at STL
 Terminating at STL
 Transferring between flights on different airlines
 Transferring between flights on same airline

Certified by: _____

Title: _____

LAMBERT-ST. LOUIS INTERNATIONAL AIRPORT®

MONTHLY STATISTICAL REPORT

INTERNATIONAL FLIGHTS ONLY

Month of: _____

Air Carrier: _____

Please send to:
Accounting Manager
P.O. Box 10036
St. Louis, MO 63145
314-426-1221 fax
Or appropriate email

ITEM	IN	OUT	TOTAL
1) INT'L. FLIGHT OPERATIONS (Number of Flights)			
2) INT'L. PASSENGERS *	OFF	ON	TOTAL
Originating – International	*****		
Terminating – International		*****	
TOTAL INT'L. PASSENGERS			
3) Total Passengers clearing Federal Inspection Service		x \$2.50	\$
		(FIS Fee)	
4) MAIL	OFF	ON	TOTAL
(Pounds)			
5) CARGO	OFF	ON	TOTAL
Express			
Freight			
TOTAL INT'L. CARGO (Pounds)			

(*) Originating-Passengers Beginning at STL
 Terminating-Passengers Terminating at STL

Certified by: _____

Title: _____

MAKE ALL CHECKS PAYABLE TO: TREASURER, CITY OF ST. LOUIS
SEND TO: AIRPORT ASSISTANT DIRECTOR OF FINANCE, P.O. BOX 10036
LAMBERT STATION, ST. LOUIS, MO 63145 (314-426-1221 fax, or appropriate email)

Listed below is the landing weight report of

for the month of _____, 20__.

[illegible]

In accordance with the Agreement, this report is due by the 15th of each month.

* including diverted flights
As Of July 2011

Certified by:

Title:

Lambert-St. Louis International Airport®

Monthly Gate Utilization Report

Month / Year: _____

Airline: _____

Gate Number: _____

Total Airline Flight Departures:

Airline:	Scheduled Departures:	Other Departures:	Airline Total:
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
Totals:	_____	_____	_____

Certified by: _____

Date: _____

This report is due on the 15th day of the month for the preceding
calendar month's Gate Utilization Report.

As Of July 2011

LAMBERT-ST. LOUIS INTERNATIONAL AIRPORT®

AIRLINE FOOD AND BEVERAGES SOLD REPORT

Month / Year: _____

Airline: _____

	<u>Total Sales</u>		<u>Rate</u>	<u>Amount Due</u>
Food	\$ _____	X	7.0%	\$ _____
Beverages	\$ _____	X	7.0%	\$ _____
 TOTAL	 \$ _____			 \$ _____

Certified by: _____

Title: _____

Please send to:

Accounting Manager
P.O. Box 10036
St. Louis, MO 63145
314-426-1221 or email

EXHIBIT “D”

AREA MEASUREMENT POLICY, MEASUREMENT RULES

Lambert-St. Louis International Airport®
Area Measurement Policy
As of July 2011

Summary:

The following are guidelines to be used when measuring areas for properties management and operations management. The purpose of these guidelines is to establish a consistent and repeatable methodology for measuring areas.

Measurement Rules:

- When measuring to an interior partition, go to the center of the wall. Assume two (2) layers of drywall on studs to be 6" thick.
- Assume block walls to be 8" or 12" thick.
- When measuring to an outside wall, begin at the inside face.
- Measure rooms at the base.
- Measure to the nearest inch and round up for total.
- If structural elements are within the area, they are to be included in the total.
- If a City mechanical chase protrudes into a leased space, remove from the lessor's sq.ft. total.
If Tenant mechanical areas protrude into the room, include in the lessor's sq.ft. total.
- In concourse holdrooms, measure to mullions along outside wall. For holdrooms which have unequal sized end walls, calculate area as trapezoid.
- Include stairwell totals at every floor level.
- Account for all areas. Unaccounted spaces shall be categorized as core space.
- Keep all neutral (not leased by Tenant) stairs, mechanical rooms, electrical rooms, janitor closets, etc., as separate space from Tenant space. In other words, do not include in Tenant sq. ft. totals.
- The Engineering Department does not designate "Tenant Space" on published drawings. These spaces are defined by lease documents, as designated by the Airport Properties Department.
- When measuring protected apron space – measure from the projection of the outside face of the concourse level to the outside face of the apron level wall.

EXHIBIT “E”

ILLUSTRATIVE CALCULATION OF RATES AND CHARGES

Exhibit E-1
Lambert-St. Louis International Airport

(All figures in thousands except for Rates)

For Illustrative Purpose Only

TERMINAL 1 RENTAL RATE

Total costs - Terminal 1		FY 2012
Per Section 605 (A) of AUA		
(i) Direct Operations and Maintenance Expenses		\$21,429
Indirect Operations and Maintenance Expenses		8,647
(ii) Allocated Terminal Roadways costs		1,001
(iii) Amortization of Capital Improvements put into service before July 1, 2011		9,255
(iv) Debt Service associated with Capital Improvement put into service on or after July 1, 2011 ¹		2,295
(v) Annual Depreciation Charges or annual Debt Service related to Capital Improvements undertaken pursuant to Subsection 705(A)(i)-(vii)		
(vi) Debt Service Reserve Account replenishment or rebate		256
(vii) Renewal and Replacement Fund replenishment		-
(viii) Debt Service Stabilization Fund Contribution		3,958
Total costs - Terminal 1	[A]	\$46,840
Per Section 605 (B) of AUA		
Less:		
(i) Apron-Level Unenclosed Space Rent		(169)
(ii) Nonsignatory terminal rents		(767)
(iii) Rate Mitigation Program credits		(3,958)
	[B]	(\$4,893)
Net costs - Terminal 1	[A-B=C]	\$41,947
Per Section 605 (C) of AUA		
Terminal 1 Usable Space	[D]	1,100
Initial Terminal Rental Rate - Terminal 1	[C/D=E]	\$38.13
Terminal 1 Airline Rented Space	[F]	189
Initial Terminal Requirement - Terminal 1	[E X F=G]	\$7,225
<hr/>		
Additional Airline Requirement ²		\$17,900
Percentage of Additional Airline Requirement allocable to Terminal 1		31%
Additional Airline Requirement ³ - Terminal 1	[H]	\$5,513
Terminal 1 Airline Rented Space	[I]	189
Per Section 605 (D) of AUA		
Additional Terminal Rental Rate - Terminal 1	[H/I=J]	\$29.10
Per Section 605 (E) of AUA		
Total Rental Rate - Terminal 1	[J+E]	\$67.23

¹ Reflects debt service associated with two Airport Experience Program projects:
Terminal Renovation, and C/D Build-Out.

² Includes Airport Development Fund Deposit in the amount of \$1.032 Million.

³ Includes share of Airport Development Fund Deposit in the amount of \$0.318 Million.

Exhibit E- 2
Lambert-St. Louis International Airport

(All figures in thousands except for Rates)

For Illustrative Purpose Only

TERMINAL 2 RENTAL RATE

FY 2012

Total costs - Terminal 2

Per Section 605 (A) of AUA

(i) Direct Operations and Maintenance Expenses	\$7,380
Indirect Operations and Maintenance Expenses	2,978
(ii) Allocated Terminal Roadways costs	302
(iii) Amortization of Capital Improvements put into service before July 1, 2011	4,479
(iv) Debt Service associated with Capital Improvement put into service on or after July 1, 2011	-
(v) Annual Depreciation Charges or annual Debt Service related to Capital Improvements undertaken pursuant to Subsection 705(A)(i)-(vii)	-
(vi) Debt Service Reserve Account replenishment or rebate	99
(vii) Renewal and Replacement Fund replenishment	-
(viii) Debt Service Stabilization Fund Contribution	1,535
	1,535

Total costs - Terminal 2

[A] **\$16,773**

Per Section 605 (B) of AUA

Less:

(i) Apron-Level Unenclosed Space Rent	-
(ii) Nonsignatory terminal rents	(210)
(iii) Rate Mitigation Program credits	(1,535)
	(1,535)

[B] **(1,745)**

Net costs - Terminal 2

[A-B=C] **\$15,028**

Per Section 605 (C) of AUA

Terminal 2 Usable Space [D] **331**

Initial Terminal Rental Rate - Terminal 2 [C/D=E] **\$45.35**

Terminal 2 Airline Rented Space [F] **118**

Initial Terminal Requirement - Terminal 2 [E X F=G] **\$5,355**

Total Additional Airline Requirement ¹ **\$17,900**

Percentage of Additional Airline Requirement allocable to Terminal 2 **19%**

Additional Airline Requirement² - Terminal 2 [H] **\$3,437**

Terminal 2 Airline Rented Space [I] **118**

Per Section 605 (D) of AUA

Additional Terminal Rental Rate - Terminal 2 [H/I=J] **\$29.11**

Per Section 605 (E) of AUA

Total Terminal Rental Rate - Terminal 2 [J+E] **\$74.46**

¹ Includes Airport Development Fund Deposit in the amount of \$1.032 Million.

² Includes share of Airport Development Fund Deposit in the amount of \$0.198 Million.

Exhibit E- 3
Lambert-St. Louis International Airport

(All figures in thousands except for Rates)

For Illustrative Purpose Only

LANDING FEE RATE

Total costs - Airfield

FY 2012

Per Section 606 (A) of AUA

(i) Direct Operations and Maintenance Expenses	\$26,529
Indirect Operations and Maintenance Expenses	10,705
(ii) Amortization of Capital Improvements	
put into service before July 1, 2011	24,018
(iii) Debt Service associated with Capital Improvement	
put into service on or after July 1, 2011 ¹	383
(iv) Annual Depreciation Charges or annual Debt Service related to Capital Improvements undertaken pursuant to Subsection 705(A)(i)-(vii)	-
(v) Debt Service Reserve Account replenishment or rebate	533
(vi) Renewal and Replacement Fund replenishment	-
(vii) Debt Service Stabilization Fund Contribution	8,236

Total costs - Airfield

[A]

\$70,403

Per Section 606 (B) of AUA

Less:

(i) Nonsignatory Airline Landing Fees	(\$3,990)
(ii) General Aviation Landing Fees	(429)
(iii) Military Use Fees	-
(iv) Fuel Flowage Fees	(86)
(v) Airline consortium fuel farm rent	(375)
(vi) Rate Mitigation Program credits	(8,236)

[B]

(\$13,117)

Initial Airfield Requirement

[A-B=C]

\$57,287

Additional Airline Requirement ²

\$17,900

Percentage of Additional Airline Requirement allocable to Airfield

50%

Additional Airline Requirement ³ - Airfield

[D]

8,950

Per Section 606 (C) of AUA

Initial Airfield Requirement and Additional Airline Requirement

[C+D=E]

\$66,237

Signatory Airline Landed Weight

[F]

7,390

Landing Fee Rate

[E/F=G]

\$8.96

Per Section 606 (D) of AUA

Nonsignatory Airline Landing Fee Rate

[G*1.25]

\$11.20

¹ Reflects Interest on short-term Series 2009 and debt service associated with restroom replacement project.

² Includes Airport Development Fund Deposit in the amount of \$1.032 Million.

³ Includes share of Airport Development Fund Deposit in the amount of \$0.532 Million.

Exhibit E-4
DERIVATION OF ADDITIONAL AIRLINE REQUIREMENT FOR FY 2012

Lambert-St. Louis International Airport

(All figures in thousands)

For Illustrative Purpose Only

Total Annual Airport Requirements		FY 2012
Deposits to Operations and Maintenance Fund ¹		\$91,894
Debt Service		74,001
Other Required Deposits per Indenture:		
Debt Service Stabilization Fund (reserve)		-
Debt Service reserve		888
PFC Coverage		4,773
Other Deposits Required per Lease:		
Debt Service Stabilization Fund Contribution		13,728
Airport Development Fund Deposit		1,032
Total Requirements	[A]	<u>\$186,316</u>
Revenues available to be applied against Requirements		
Signatory Airline revenues (Initial Terminal and Airfield Requirements only)		\$69,867
Nonairline Revenues and Other Airline Charges		58,904
Interest Income		2,054
Pledged PFC Revenues		23,863
Rate Mitigation Program credits		13,728
	[B]	<u>\$168,416</u>
Additional Airline Requirement ²	[A-B]	<u>\$17,900</u>
Prorated to Airline Cost Centers		
Airfield	50%	\$8,950
Terminal 1	31%	5,513
Terminal 2	19%	3,437
	100%	\$17,900

¹ For calculating annual rates and charges the 5% gross receipts tax is included.

² Includes Airport Development Fund Deposit in the amount of \$1.032 Million.

EXHIBIT E-5
SUMMARY OF NON-AIRLINE REVENUE ACCOUNTS
Lambert-St. Louis International Airport

Terminal Concession Accounts (Eligible) ¹

Concessions: Food and Drink
Concessions: Merchandising
Concessions: Services
Term-Concessions: Car Rental
Term-Concessions: Coin Devices

Other Non-Airline Revenue Accounts (Eligible) ¹

Main Terminal Garage
Cypress Parking Lot – Revenue
Cypress Parking Lot Contra Rev ²
Main Terminal Garage Contra Rev ²
AF-Flight Service – Food
Taxi Cab Fees
Charges Concessionaires
Space Rental Concession
Term-Rent Government Agency
Ground Transportation
International – Customs Rental
AF-Land Rental
Rent Airport Office Building
AF – Rent Others
AF – Rent U.S. Government
Other Building – Rent Others
E. Term – Concessions: Others
AF- Concessions Coll Field Usage Fee
Misc, Revenue
Term-Charges: Others
Fingerprint Processing Fee
New E. Term Charge Concessionaires
ABC – Charges Concessionaires
M. Term-Charges Concessionaires
E. Conn – Charge Concessionaires

(Exhibit E-5, continued)

Other Non- Airline Revenue Accounts (Not Eligible) ³

Cargo Rent: Other Airlines

Cargo Complex-Rent Others

East Term – Tenant Improvement Surcharge

Rent: Other Airlines

Rent per Passenger Fee

Asset Use Charge

Term Rent: Tenant Improvement Surcharge

AF – Landing Fees: Collected by Concess (FBO)

AF – Landing Fees: Others

AF – Aircraft Handling Charges

AF – Fuel Flowage Fees

AF – Landing Fees: NonPart A/L

AF – Landing Fees: Others

¹ The Non-Airline Revenue accounts listed under these headings are eligible for the calculation of the annual ADF contribution amount as further defined in the Airline Use and Lease Agreement.

² These accounts include all of the operating and maintenance expenses that are offset against the revenue accounts to arrive at net parking revenue.

³ The non-Airline revenue accounts listed below this heading are not eligible and therefore should be excluded from the calculation of the annual ADF contribution as further defined in the Airline Use and Lease Agreement.

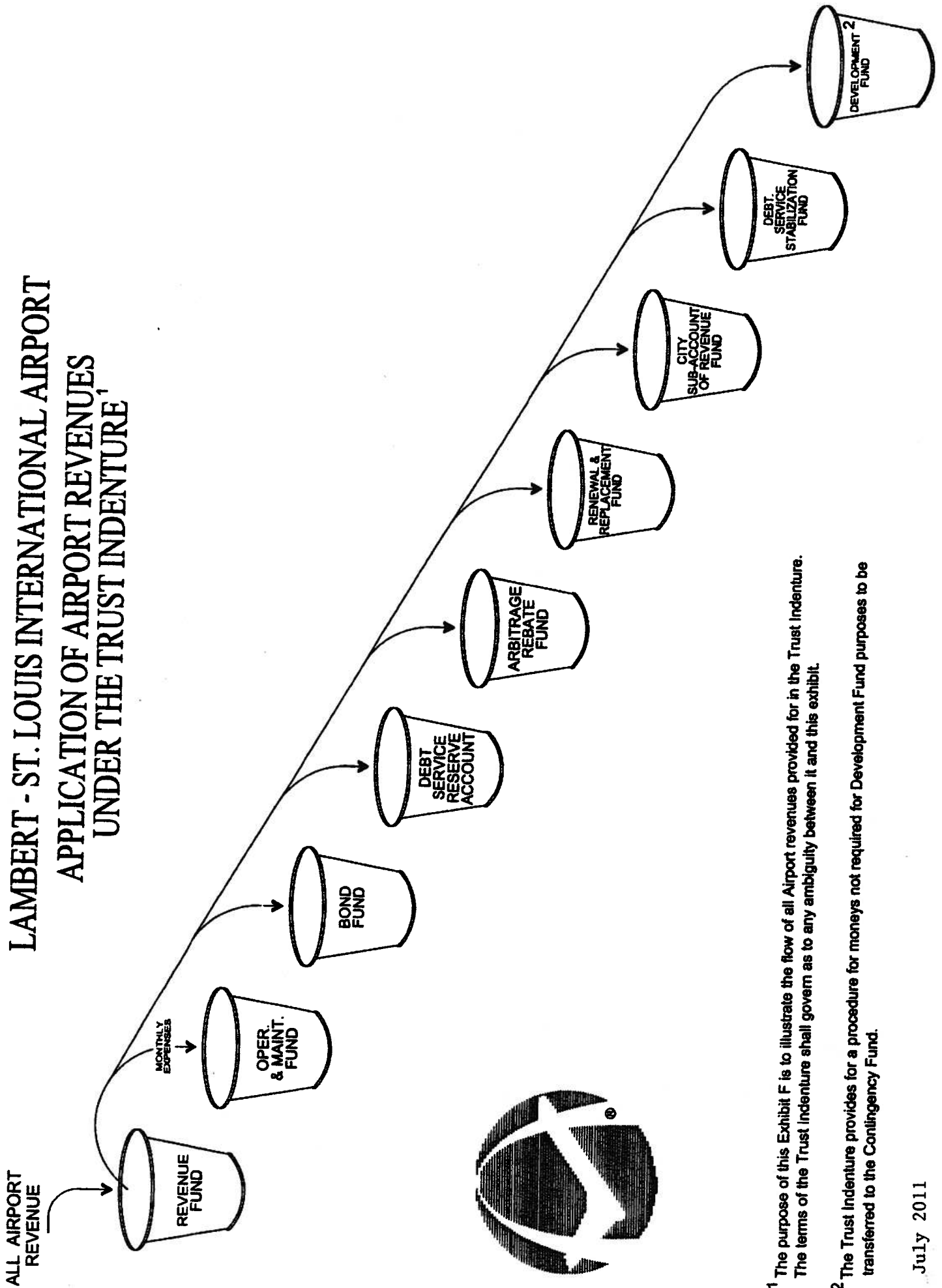
EXHIBIT “F”

**APPLICATION OF AIRPORT REVENUES
UNDER THE TRUST INDENTURE**

LAMBERT - ST. LOUIS INTERNATIONAL AIRPORT

APPLICATION OF AIRPORT REVENUES

UNDER THE TRUST INDENTURE¹



¹ The purpose of this Exhibit F is to illustrate the flow of all Airport revenues provided for in the Trust Indenture. The terms of the Trust Indenture shall govern as to any ambiguity between it and this exhibit.

² The Trust Indenture provides for a procedure for moneys not required for Development Fund purposes to be transferred to the Contingency Fund.

EXHIBIT “G”

**DIVISION OF RESPONSIBILITY FOR
MAINTENANCE AND OPERATION**

Lambert-St Louis International Airport®
Division of Responsibility for Maintenance and Operation

Terminal Buildings

	Ticket Queuing	Preferential Baggage and Exclusive	Preferential Gates	Common Use	Joint Use	Public	Mechanical	Apron-Level Unenclosed Space
Building Interior								
Custodial Service	C	A	A	C	C	C	C	A
Trash and Debris Removal	C	A	A	C	C	C	C	A
Painting and Repairs\1	C\5	A	A	C	C	C	C	A
Door Locks and Keys	N/A	A	A	C	C	C	C	N/A
Pest Extermination	C	A	A	C	C	C	C	A
Decorating	C	A	A	C	C	C	C	N/A
Building Structural and Exterior\2	C	C	C	C	C	C	C	C
Electrical & Lighting\3	C	A	C\5	C	C	C	C	C
Plumbing and Sewer\4	C	A	C	C	C	C	C	C
HVAC	C	A\6	C	C	C	C	C	N/A
Utilities	C	A	C	C	C	C	C	C
Fire Protection Systems	C	A	C	C	C	C	C	C

- \1 Including, where applicable: Floor Coverings, interior walls, ceilings, windows, and doors.
 \2 Including, where applicable: roofs, exterior walls, foundations, floors, windows, and public access doors.
 \3 Including: relamping, ballasts, fixtures, outlet, and switches.
 \4 Including: fixtures and drains.
 \5 Excluding Airline equipment.
 \6 From the point of connection to the City's HVAC (chilled water, steam, conditioned air) distribution system or HVAC unit serving more than one tenant.

A – Airline
 C – City

As of July, 2011

Lambert-St Louis International Airport®
Division of Responsibility for Maintenance and Operation

Equipment

	Outbound Conveyors\1	Inbound Baggage Conveyors	City-Owned Loading Bridges\2	Airline – Owned Loading Bridges\2	Elevators, Escalators and Moving Sidewalks\3	Public Address System\4	MUFIDS	Triturator	In Line EDS System
Maintenance	\1	C	A	A	C	C	C	C	C
Replacement	\1	C	C	A	C	C	C	C	C
Cleaning	\1	C	A	A	C	C	C	C	C

\1 See Section 903 of this Agreement

\2 Including gpu, pre conditioned air, and potable water cabinets.

\3 Maintenance and repair, replacement, and cleaning of elevators within Airline's Exclusive Use Space is the responsibility of Airline.

\4 Maintenance, repair, and replacement of in-gate PA systems within Airline's Preferential Use Gates is the responsibility of Airline.

Other Areas

	Airfield	Terminal Apron	Airport Roadways
Maintenance and Repair	C	C	C
Replacement	C	C	C
Cleaning	C	C	C
Snow Removal	C	C\5	C
Lighting	C	C	C

\5 Except for pedestrian clearance.

A – Airline

C – City

As of July, 2011

STL COMPETITION PLAN UPDATE

EXHIBIT B

2011 AUA CARGO ADDENDUM

**CITY OF ST. LOUIS
LAMBERT-ST. LOUIS INTERNATIONAL AIRPORT®
AIRPORT USE AND LEASE AGREEMENT
CARGO ADDENDUM
[AIRLINE NAME]**

This Cargo Addendum, is dated _____, 201_, and is between The City of St. Louis, a municipal corporation of the State of Missouri (“City”), and _____, a corporation organized and existing under the laws of the State of _____ (“Airline”).

RECITALS

Airline is engaged in the business of providing commercial air transportation of property (“Air Cargo”).

Airline wishes to provide Air Cargo services at the Airport and, to that end, desires to enter into an Airport Use and Lease Agreement (“Agreement”) for the use of the Airport.

The City is willing to grant Airline certain rights and privileges for the use of the Airport and its facilities upon the terms and conditions set forth in the Agreement.

The parties therefore agree as follows:

Section 101.

The parties acknowledge that Airline, as an Air Cargo Airline, shall not operate from the Terminal Buildings (as defined in the Agreement), and that, consequently, all rights and obligations set forth in the Agreement with respect to the use of the Leased Premises shall be inapplicable, including, but not limited to, the following Sections, Subsections and Exhibits to the Agreement: Subsections 301(A), (H), (L), (M), and (R); Sections 401 – 410, 502, and 504; Subsection 505(A); Sections 604, 605, 709, 801, 903, 1103, 1204-1207; and Exhibit B.

Section 102.

Airline shall arrange for operating space separate from this Agreement with the City or with a third-party Airport tenant whose rights include providing such space. In addition, should Airline require to purchase ground handling services at the Airport, Airline shall make the appropriate arrangements through a third-party Airport tenant whose rights include providing such ground handling services to Air Cargo airlines. The City retains the right to review and approve any agreement for operating space and/or ground handling services entered into between Airline and such third-party Airport tenant prior to the commencement of Airline’s operations at the Airport.

IN WITNESS WHEREOF, the parties hereto for themselves, their successors and assigns, have executed this Agreement as of date first written above.

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

Pursuant to Ordinance _____, approved _____, 201__.

The foregoing Cargo Addendum was approved by the Airport Commission at its meeting on _____, 201__.

By:

Airport Commission Chairman Date

The foregoing Cargo Addendum was approved by the Board of Estimate and Apportionment at its meeting on _____, 201__.

By:

Secretary, Board of Estimate & Date
Apportionment

APPROVED AS TO FORM ONLY:

COUNTERSIGNED:

City Counselor Date

Comptroller Date

ATTESTED:

Register Date

AIRLINE NAME:

By:

Title: Date

ATTESTED:

By:

Title: Date

STL COMPETITION PLAN UPDATE

EXHIBIT C

**2011 AIRLINE OPERATING AGREEMENT AND
TERMINAL BUILDING SPACE PERMIT**

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



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

**AIRLINE OPERATING AGREEMENT
AND
TERMINAL BUILDING SPACE PERMIT**

AIRLINE NAME

NO. AL-XXX

TABLE OF CONTENTS

ARTICLE I DEFINITIONS	1
Section 101. Meanings and Construction	1
Section 102. Interpretation	9
Section 103. Incorporation of Exhibits	9
ARTICLE II TERM OF THE AGREEMENT	10
Section 201. Term	10
ARTICLE III AIRLINE RIGHTS, PRIVILEGES, AND LIMITATIONS	10
Section 301. Use of Airport	10
Section 302. Prohibition Against Exclusive Rights	16
Section 303. Restrictions on Exercise of Rights and Reservation of Rights to City	16
Section 304. Hazards	18
Section 305. Airport Security	19
Section 306. Impact on Airport Certification	19
Section 307. Avigation Rights	19
Section 308. Airline Summary	20
ARTICLE IV PREMISES	20
Section 401. General	20
Section 402. Premises	20
Section 403. Preferential Use Gates	21
Section 404. Passenger Loading Bridges	21
Section 405. Accommodation in Gates Serviced by City's Authorized Agent	22
Section 406. Accommodation in Preferential Use Gates	22
Section 407. [Intentionally Left Blank]	23
Section 408. Consolidation of Operation	23
Section 409. [Intentionally Left Blank]	23
Section 410. Relocation of Premises	23
ARTICLE V FEES AND CHARGES FOR THE USE OF THE AIRPORT	23
Section 501. General	23
Section 502. Terminal Building Fees	23
Section 503. Landing Fees	24
Section 504. Passenger Loading Bridge Charges	24
Section 505. Other Fees and Charges	24
Section 506. Security Deposit	25
Section 507. Statistical Report	26
Section 508. Airline Records and Audit	27
Section 509. Payment Provisions	28
Section 510. Year-End Adjustment to Actual and Settlement	29
Section 511. Security Interests	30
ARTICLE VI [INTENTIONALLY LEFT BLANK]	30
ARTICLE VII CAPITAL IMPROVEMENTS	30
Section 701. General	30

Section 702. [Intentionally Left Blank].....	30
Section 703. [Intentionally Left Blank].....	30
Section 704. Long-Term Solution for Baggage Screening.....	31
Section 705. [Intentionally Left Blank].....	31
Section 706. [Intentionally Left Blank].....	31
Section 707. [Intentionally Left Blank].....	31
Section 708. [Intentionally Left Blank].....	31
Section 709. Effect of Construction on Premises	31
ARTICLE VIII TENANT IMPROVEMENTS	32
Section 801. Alterations and Improvements by Airline	32
Section 802. Nondisturbance.....	34
ARTICLE IX OPERATION AND MAINTENANCE OF AIRPORT	34
Section 901. Division of Responsibility	34
Section 902. Maintenance by the City.....	34
Section 903. Maintenance by Airline	35
Section 904. City Right to Enter, Inspect, and Require Corrective Action	36
Section 905. Failure to Maintain by Airline	37
Section 906. City Obligations	38
ARTICLE X COMPLIANCE WITH LAWS.....	38
Section 1001. Observance and Compliance with Laws.....	38
Section 1002. Compliance with Environmental Laws	39
Section 1003. Passengers with Disabilities	42
Section 1004. Nondiscrimination	42
Section 1005. Prevailing Wage	42
ARTICLE XI INSURANCE, DAMAGE, AND INDEMNIFICATION	43
Section 1101. Insurance	43
Section 1102. Airline Actions Affecting Insurance.....	46
Section 1103. Damage to Premises	46
Section 1104. Indemnification.....	48
Section 1105. City Not Liable.....	51
ARTICLE XII ASSIGNMENT AND SUBLETTING.....	51
Section 1201. [Intentionally Left Blank].....	51
Section 1202. Assignments	52
Section 1203. [Intentionally Left Blank].....	52
Section 1204. Subleases	52
ARTICLE XIII DEFAULT.....	52
Section 1301. Events of Default.....	52
Section 1302. Termination by the City.....	54
ARTICLE XIV SURRENDER OF PREMISES	54
Section 1401. Surrender of Premises.....	54
ARTICLE XV MISCELLANEOUS PROVISIONS.....	56
Section 1501. Relationship of Parties.....	56

Section 1502. Amendment	56
Section 1503. Subordination to Agreements with the United States	56
Section 1504. Subordination to Trust Indenture	56
Section 1505. Certificate in Connection with Issuance of Bonds	57
Section 1506. No Third Party Beneficiaries	57
Section 1507. Counterparts	58
Section 1508. Exhibits	58
Section 1509. Survival of Warranties	58
Section 1510. Quiet Enjoyment	58
Section 1511. No Personal Liability	58
Section 1512. Governing Law and Forum Selection	58
Section 1513. Communications and Notices	59
Section 1514. Force Majeure	60
Section 1515. Invalid Provisions	60
Section 1516. No Waiver	60
Section 1517. City's Rights and Remedies are Cumulative	61
Section 1518. Construction of Agreement	61
Section 1519. Timing	61
Section 1520. Representatives	61
Section 1521. Approvals	61
Section 1522. Successors and Assigns	62
Section 1523. Authority to Execute	62
Section 1524. Entire Agreement	62

LAMBERT-ST. LOUIS INTERNATIONAL AIRPORT[®]
AIRLINE OPERATING AGREEMENT AND TERMINAL BUILDING SPACE
PERMIT*AIRLINE NAME*

This Airline Operating Agreement and Terminal Building Space Permit is entered into as of the Effective Date, and is between The City of St. Louis, a municipal corporation of the State of Missouri, and *Airline Name*, a corporation organized and existing under the laws of the State of XXXXX.

RECITALS

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

Airline is engaged in the business of providing commercial air transportation as a scheduled or non-scheduled air carrier and is certificated by the United States Government to engage in such business.

Airline wishes to provide commercial air transportation at the Airport and, to that end, Airline has been offered the opportunity to become a Signatory Airline in accordance with the terms of the Airport Use and Lease Agreement, but Airline declined and has made it known to the City that it prefers to enter into this Agreement .

The City is willing to grant Airline certain rights and privileges for the use of the Airport and its facilities upon the terms and conditions set forth herein.

The parties, therefore, agree as follows:

ARTICLE I
DEFINITIONS

Section 101. Meanings and Construction

Except as otherwise clearly indicated by the context, the words and phrases defined in this Section shall have the following meanings when used elsewhere in this Agreement.

“Affiliate” means Affiliate as defined in the Airport Use and Lease Agreement.

“Agreement” means this Airline Operating Agreement and Terminal Building Space Permit.

“Air Transportation Business” means the carriage by aircraft of persons or property as a common carrier for compensation or hire, or the carriage of mail by aircraft in commerce, as defined in the Federal Aviation Act of 1958, as amended.

“Aircraft Parking Position” means the area on the aircraft apron adjacent to each Gate and designated by the City to serve as the position at which aircraft using each particular Gate must be parked.

“Airfield” means areas of the airport used for the landing, taking-off, movement, and parking of aircraft, including runways, taxiways, aprons, navigational aids, hazard designation and warning devices, airfield security roads and fencing, blast fencing, lighting, clear zones and safety areas, aviation easements, including land utilized in connection therewith or acquired for such future purpose or to mitigate aircraft noise, and the fuel storage and distribution system associated with the Terminal Buildings, and associated equipment and facilities.

“Airfield Operations Area” or “AOA” means those areas of the Airport used for the landing, taking-off, movement, and parking of aircraft, as the same now exist or as the same hereafter may be added to, modified, changed, or developed.

“Airline” means the Airline named on the signature page hereof.

“Airport” means the Lambert-St. Louis International Airport[®], together with any additions, improvements, or enlargements made from time to time.

“Airport Commission” means the now existing Airport Commission of the City created by §18.08.030 of the Revised Code of the City of St. Louis, or such officer, board or commission who or which hereafter may be legally given the powers and duties given to the Airport Commission in existence on the date hereof.

“Airport Director” means the Director of Airports for the City or the person performing the functions of that office, as authorized by the City’s Mayor, or that person authorized by the Airport Director to act for or on behalf of the Airport Director with respect to any particular matter under this Agreement.

“Airport Use and Lease Agreement” means the standard agreement establishing the terms, privileges and obligations of the Signatory Airlines in affect at any time during the term of this Agreement. To the extent necessary for the interpretation of this Agreement, the standard Airport Use and Lease Agreement is incorporated hereto by reference.

“Apron-Level Unenclosed Space” means the unenclosed space under any of the concourses of the Terminal Building, as shown in Exhibit B.

“Assignment” means Assignment as defined in Section 1202.

“Bond” or “Bonds” means all bonds, notes, or other obligations issued by the City pursuant to the Trust Indenture.

“City” means The City of St. Louis, Missouri.

“City’s Authorized Agent” means the entity with which the City enters into an agreement to provide ground-handling services to scheduled, non-scheduled, charter and other passenger aircraft at those Gates designated by the City from time to time for such use.

“Commencement Date” means that certain date mutually agreed to by the parties as set forth in Section 201.

“Common Use Formula” means the formula used to prorate the total monthly fees attributable to the Common Use Space (including the monthly cost of maintaining and operating the inbound baggage claim conveyor system in Terminal 1) in each Terminal Building among those airlines using such Common Use Space (the “Common User Airlines”) as follows:

- (i) 20 percent of such monthly fee or costs, as the case may be, equally among each such Common User Airlines; provided, however, that no Affiliate, while operating under such designation, shall be counted as a separate Common User Airline for this purpose; and
- (ii) 80 percent based on the percentage that results from dividing the average monthly number of Enplaned Passengers of each Common User Airline during the most recently available preceding six month period by the aggregate average monthly number of Enplaned Passengers of all Common User Airlines during such period.

The results of the Common Use Formula shall be calculated by the City, and shall become effective on January 1 and July 1 of every year; provided, however, that the City shall update its calculations upon the commencement of service or use by a new Common User Airline, for which the City shall estimate the average monthly number of Enplaned Passengers for purposes of the Common Use Formula calculations, or upon the cessation of service or use by a Common User Airline.

“Common Use Space” means space used in the operation of the In-Line EDS System (excluding any baggage screening checkpoint space used by TSA), the designated tug drives within the baggage make-up areas, and the baggage claim areas and related facilities and appurtenances in each of the Terminal Buildings , respectively, that Airline uses on a common basis with other airlines assigned to that space, as depicted on Exhibit B.

“Effective Date” means the date in which this Agreement has been duly signed and executed by both the City and Airline, as shown on the signature page of this Agreement.

“Enplaned Passengers” means all originating and on-line and off-line connecting passengers of Airline and of all other airlines enplaning at any of the Terminal Buildings, but excluding through passengers.

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

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

“Event of Default” means an Event of Default as defined in Section 1301.

“Exclusive Use Space” means that space within the Terminal Buildings, including Airline’s operational, administrative and ticket counter space, as depicted on Exhibit B, in which Airline is granted the right to occupy and use to the exclusion of others, in accordance with the provisions of Article IV.

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

“Fees and Charges” means the fees and charges payable to the City pursuant to Article V. Fees and Charges shall not include Passenger Facility Charges.

“Fiscal Year” or “FY” refers to the City's fiscal year and means the twelve-month period commencing July 1 and extending through June 30 of the following calendar year, or such other fiscal year as the City may establish by ordinance.

“Gate” means each area from which passengers enplane or deplane aircraft, including the associated holdroom and passenger loading bridge, and related tenant improvements.

“Gross Space” means the entirety of any particular area of the Terminal Buildings measured, as appropriate for each area, from the primary interior surface of the exterior walls and from the centerline of interior partitions, or, in the absence of such interior partitions, the point where such centerline would be located if such interior partitions existed, expressed in square feet.

“Hazardous Materials” means friable asbestos or asbestos-containing materials, polychlorinated biphenyls (PCBs), petroleum or crude oil or any fraction thereof, natural gas, source material, special nuclear material, byproducts, pesticides, hazardous waste, toxic substance, or any material defined or treated as a hazardous substance, regulated special waste, pollutant or contaminant (or comparable term) under any of the Environmental Laws.

“In-Line EDS System” means the In-Line EDS System built in each Terminal Building as defined in Section 704.

“In-Line EDS System Formula” means the formula to take effect upon implementation of the In-Line EDS System and used to prorate the total monthly cost of maintaining and operating the In-Line EDS System in each Terminal Building among those airlines using such In-Line EDS System in that particular Terminal Building (the “System User Airlines”) as follows:

- (i) 20 percent of such monthly costs equally among each such System User Airlines; provided, however, that no Affiliate, while operating under such designation, shall be counted as a separate System User Airline for this purpose; and
- (ii) 80 percent based on the percentage that results from dividing the average monthly number of bags processed by the In-Line EDS System for each System User Airline during the most recently available preceding six month period by the aggregate average monthly number of bags processed by the In-Line EDS System for all System User Airlines during such period.

The results of the In-Line EDS System Formula shall be calculated by the City, and shall become effective on January 1 and July 1 of every year; provided, however, that the City shall update its calculations upon the commencement of service or use by a new System User Airline, for which the City shall estimate the average monthly number of bags to be processed by the In-Line EDS System for purposes of the In-Line EDS System Formula, or upon the cessation of service or use by a System User Airline.

“Joint Use Formula” means the formula used to prorate the total monthly fee attributable to the Joint Use Space in each area of the Terminal Buildings (e.g., concourse operational area) among those parties using such area (the “Joint User Parties”) based on

the percentage that results from dividing the relevant square footage attributable to the Exclusive Use Space or Preferential Use Gates of each of the Joint User Parties in that area by the aggregate leaseable square footage within such area.

“Joint Use Space” means the areas in the Terminal Buildings that Airline uses jointly with other parties assigned to those areas, as depicted on Exhibit B.

“Landed Weight” means the sum of the Maximum Certificated Gross Landed Weight for all Revenue Aircraft Arrivals over a stated period of time, rounded to the nearest thousand pounds.

“Landing Fees” means the fees payable by Airline for the use of the Airfield Operations Area in accordance with Section 503.

“Maximum Certificated Gross Landed Weight” means, for any aircraft operated by an airline, the maximum certified gross landing weight in one thousand pound units of such aircraft as certified by the FAA and as listed in Airline's FAA-approved Flight Operations Manual.

“Nonpreferential Gate Use Fee” means the fair, reasonable, and nondiscriminatory fee, established by Airline, with the prior approval of the City, for the use of Airline's Preferential Use Gates by a nonpreferential gate user. The Nonpreferential Gate Use Fee may include a space use component as well as an allowance for the use of Airline-owned equipment and furnishings considered to be essential for the use of that Gate, such as seating, podiums, and the associated passenger loading bridge. The City may disapprove a Nonpreferential Gate Use Fee that exceeds the recovery of reasonable costs. If the City and Airline cannot agree on the amount of the Nonpreferential Gate Use Fee before it must be imposed on a nonpreferential gate user, the City, in its sole discretion, shall establish the fee.

“Nonsignatory Airline” means an airline using the Airport that has not signed an Airport Use and Lease Agreement.

“Notice” means a communication between the parties to this Agreement performed in accordance with the requirements of Subsection 1513(B).

“Outbound Conveyor” means the conveyor system and associated equipment used to deliver outbound bags from Airline's ticket counter to Airline's baggage make-up area that will remain operational until it is replaced by the In-Line EDS System.

“Passenger Facility Charge” or “PFC” means charges imposed by the City pursuant to 49 U.S.C. §40117, as amended or supplemented from time to time, and 14 C.F.R. Part 158, as amended or supplemented from time to time.

“Passenger Loading Bridge Charge” means the charge payable for the use of City-owned passenger loading bridges assigned to Airline as established in accordance with Section 604.

“Preferential Baggage Make-Up Area” means the baggage make-up area within the Terminal Buildings, as depicted on Exhibit B, in which Airline holds priority over other as to use; provided, however, that Airline shall provide access to another airline immediately upon request by such airline to allow for the retrieval of bags missorted by the In-Line EDS System without unreasonable interference with each other’s operations.

“Preferential Use Gates” means those Gates within the Terminal Buildings, as depicted on Exhibit B, in which Airline holds a priority over others as to use in accordance with the provisions of Article IV.

“Premises” means, those areas and facilities in the Terminal Buildings that are assigned to Airline, if any, for its exclusive, preferential, joint, or common use and occupancy, consisting of Exclusive Use Space, Preferential Use Gates, Preferential Baggage Make-Up Area, Joint Use Space, Common Use Space, Ticket Counter Queuing Space, and Apron-Level Unenclosed Space, as depicted in Exhibit B.

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

“Requesting Airline” means an airline requesting the right to use, in common with Airline, all or a designated portion of Airline’s Preferential Use Gates in accordance with the provisions of Section 406.

“Revenue Aircraft Arrival” means each landing of an aircraft at the Airport, except: (i) landing of an aircraft that departs from the Airport and returns, without having landed at another airport, for meteorological, mechanical, safety, or any other emergency purpose; (ii) the landing of aircraft during training flights; or (iii) the landing of aircraft during maintenance test flights.

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

“Security Deposit” means an irrevocable letter of credit or other instrument acceptable to the City provided pursuant to Section 506.

“Signatory Airline” means, at any time, each one of the airlines which then has executed an Airport Use and Lease Agreement.

“Terminal 1” means the area comprising the west portion of the Airport’s passenger terminal complex, also known as the main terminal building, together with concourses A, B, C and D, including all supporting and connecting structures and facilities and all related appurtenances to said building and concourses, excluding City-owned loading bridges, and also excluding Gates E34, E36, E38, and E40, and all supporting facilities and related appurtenances to such Gates, which are part of Terminal 2.

“Terminal 2” means the following two areas:

(i) “Terminal 2 Building” which is the unit terminal building situated at the east end of the passenger terminal complex, including Gates E2 through E25, as well as Gates E34, E36, E38 and E40, and all supporting and connecting structures and facilities and all related appurtenances; and

(ii) “International Facilities” which is the area comprising the federal inspection services (FIS) area, Gates E29, E31, and E33 (as designated by the City from time to time), together with all associated office and operation space, and related appurtenances.

“Terminal Buildings” means the terminal complex area comprised of the Terminal 1 and the Terminal 2.

“Ticket Counter Queuing Space” means the public area in front of, and extending 15 feet from, Airline’s ticket counters, as shown on Exhibit B.

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

“Trust Indenture” means the Amended and Restated Indenture of Trust between the City and UMB Bank, N.A., Trustee, dated as of October 15, 1984, as Amended and Restated as of July 1, 2009, and as further amended or supplemented from time to time. The City shall provide to Airline a copy of all such amendments and supplements.

“Usable Space” means the Gross Space of the particular Terminal Building, less any mechanical, electrical, and other utility space.

Section 102. Interpretation

- (A) References in the text of this Agreement to articles, sections, paragraphs, or exhibits pertain to articles, sections, paragraphs, or exhibits of this Agreement, unless otherwise specified.
- (B) The terms “hereby,” “herein,” “hereof,” “hereto,” “hereunder,” and any similar terms used in this Agreement refer to this Agreement.
- (C) Words importing persons shall include firms, associations, partnerships, trusts, corporations, and other legal entities, including public bodies, as well as natural persons.
- (D) Any headings preceding the text of the articles and sections of this Agreement, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction, or effect.
- (E) Words importing the singular shall include the plural and vice versa. Words of any gender shall be deemed to include correlative words of the other gender.
- (F) The term “including” shall be construed to mean “including without limitation,” unless otherwise expressly indicated.
- (G) All references to number of days shall mean calendar days.
- (H) Words used in the present tense include the future.

Section 103. Incorporation of Exhibits

The following Exhibits are hereby made a part of this Agreement:

Exhibit A – [Intentionally Left Blank]

Exhibit B – Premises

Exhibit C – Statistical Report Forms

Exhibit D – [Intentionally Left Blank]

Exhibit E – [Intentionally Left Blank]

Exhibit F – [Intentionally Left Blank]

Exhibit G – Division of Responsibility for Maintenance and Operation

ARTICLE II TERM OF THE AGREEMENT

Section 201. Term

The term of this Agreement shall commence on _____ (the "Commencement Date"), and shall continue month-to-month, unless sooner terminated pursuant to the provisions hereof; provided, however, that the term of this Agreement shall not extend for a period longer than 36 months. Either the City or Airline may terminate this Agreement without cause by giving 30-day Notice to the other party.

ARTICLE III AIRLINE RIGHTS, PRIVILEGES, AND LIMITATIONS

Section 301. Use of Airport

Subject to the terms of this Agreement, Airline shall have the right to conduct its Air Transportation Business at the Airport and to perform all operations and functions that are incidental or necessary to the conduct of such business at the Airport. Nothing in this Article shall be construed as authorizing Airline to conduct any business separate and apart from the conduct of its Air Transportation Business at the Airport. Any rights not specifically granted to Airline for its use of and operations at the Airport pursuant to this Agreement are hereby reserved for and to the City.

(A) *Use in Common of Terminal Buildings.* Airline shall have the right to use, in common with, and subject to the rights of others so authorized, the public areas and public facilities of the Terminal Buildings.

(B) *Use in Common of Airfield Operations Area.*

(i) Airline shall have the right to use the Airfield Operations Area, in common with others so authorized, to land, takeoff, fly over, taxi, tow, park, and condition Airline's aircraft. Airline shall not knowingly permit, without the consent of the City, the use of the Airfield Operations Area or any portion thereof by any aircraft operated or controlled by Airline that exceeds the design strength or capability of such area as reasonably established by the City.

(ii) Airline shall have the right to park, service, load, and unload its aircraft only in Airline's designated Aircraft Parking Position(s) or in other areas designated by the City for that purpose, subject to the availability of space.

(C) *Airline Operations.* Airline shall have the right to handle reservations; sell tickets, including electronic tickets; document shipments; and load and unload persons, property, cargo, and mail, including interlining with other airlines.

(D) *Maintenance of Aircraft and Equipment.* Airline shall have the right to conduct routine servicing by Airline, or by its suppliers of materials or by its furnishers of routine services, of aircraft operated by Airline, at Airline's assigned Aircraft Parking Position(s), or as otherwise permitted by the City's Rules and Regulations; provided, however, that Airline shall not do, or permit to be done any heavy maintenance (e.g., engine changes, control surface replacements and overhauls) at its assigned Aircraft Parking Position(s) unless such maintenance is consented to by the City. Airline shall restrict its maintenance and/or repairs of ground support equipment (e.g., baggage carts, power units, and trucks) only to areas designated by the City for that purpose. The City reserves the right to require all third-party suppliers of materials or furnishers of services doing business at the Airport to secure a permit from the City, to comply with all applicable Rules and Regulations, and to pay any applicable fees to the City for conducting such activity at the Airport. All Hazardous Materials used and wastes generated in the course of maintenance of aircraft and equipment by Airline and its suppliers, contractors and agents shall, as between the City and Airline, be the sole responsibility of Airline and such materials shall be managed in full conformance with all applicable Environmental Laws and Environmental Permits.

(E) *Ramp Support.* Subject to applicable fees and charges, Airline shall have the right to use water, electric power, telephone, and preconditioned air systems, to the extent supplied by the City, at or adjacent to Airline's assigned Aircraft Parking Positions. To the extent such systems are not supplied by the City, Airline shall have the right to purchase, install, use, and maintain, at Airline's assigned Aircraft Parking Positions, equipment and services necessary for loading, unloading, and general servicing of Airline's aircraft, auxiliary power systems, air start systems, preconditioned air systems, and other miscellaneous aircraft and aircraft-related support equipment and facilities.

(F) *Storage and Use of Fuels, Lubricants, and Deicing Fluids.* Airline shall have the right to erect or install and maintain on the Airport, only at locations designated, and in a manner approved by the City, adequate storage facilities for fuels, lubricants, and deicing fluids, together with the necessary pipes, pumps, motors, filters and other appurtenances incidental to the use thereof. Airline shall install, maintain, and operate such storage facilities in full compliance with all applicable federal, state and local laws and regulations, and in accordance with insurance underwriters' standards. As between Airline and City, Airline is solely responsible for obtaining and complying with any necessary Environmental Permits for such storage facilities in accordance with applicable Environmental Laws. The City reserves the right to assess a reasonable rental or use charge for any such storage areas, if located outside the Premises.

(i) Airline shall apply deicing/anti-icing fluids only in areas in which appropriate containment systems are operational, or in areas otherwise designated by the City. The City reserves the right to include the costs associated with the operation and maintenance of containment systems in the Airfield Cost Center.

(ii) All non-hydrant fueling trucks shall be reasonably approved by the City, including their routing and parking locations.

(iii) Airline shall comply with the Airport's storm water management plan and pollution prevention plan in regard to the use and release of deicing/anti-icing fluids and fuels [see Subsection 1002(H)].

(G) *Personnel.* Airline shall have the right to hire and train personnel in the employ of or to be employed by Airline at the Airport.

(H) *Customer Service.* Airline shall have the right to provide to its passengers such services that Airline normally provides at similar airports, such as skycaps and wheelchair services. Airline shall not provide any type of motorized passenger cart services within the Terminal Buildings without the approval of the City.

(I) *Test of Aircraft and Equipment.* Airline shall have the right to test aircraft and other equipment owned or operated by Airline; provided that such testing is incidental to the use of the Airport in the operation by Airline of its Air Transportation Business and will not hamper or interfere with use of the Airport and its facilities by others entitled to use of the same. The City reserves the right to restrict any testing operations it deems to interfere with the safe and efficient use of the Airport and its facilities or to create excessive noise as determined by the City.

(J) *Sale, Disposal, or Exchange of Equipment and Products.* Airline shall have the right to sell, dispose, or exchange aircraft, engines, accessories, gasoline, fuel, oil, lubricants, deicing fluid, and other equipment of Airline, only in areas designated by the City and in conformance with all applicable federal, state, and local laws and regulations.

(K) *Use of Ground Transportation.* Airline shall have the right to load and unload persons, property, cargo, and mail by motor vehicles or other means of conveyance, operated by itself or provided by third-party suppliers, as Airline may desire or require in the operation of its Air Transportation Business, via routes and at locations at the Airport designated by the City; provided, however, that the City reserves the right to require such third-party supplier or suppliers to secure a permit from the City, to comply with all applicable Rules and Regulations, and to pay any applicable fees to the City to conduct such activity at the Airport.

(L) *Modification of Assigned Premises.* Airline shall have the right to conduct the following activities within its Premises, subject to the approval and permitting requirement provisions of Article VIII:

(i) build, install, maintain and operate facilities and equipment for all activities related to its Air Transportation Business at the Airport, including: check-in and ticket counters; reservations offices;

administrative offices; operations offices; lockers, restrooms, and related facilities for its employees; and baggage, cargo, and mail handling and storage space; provided, however, that the particular Premises are designed to be used for said purpose or that said use has been approved by the City;

(ii) install and maintain personal property, including furniture, furnishings, supplies, machinery, and equipment deemed necessary or prudent for the operation of its Air Transportation Business; title to such personal property shall remain with Airline, subject to the provisions of this Agreement;

(iii) install and maintain wall treatments, banners, and other identifying signs, subject to the prior approval of the City, and provided that such signs shall be substantially uniform in size, type, and location with those of other airlines, harmonious and in keeping with the pattern and decor of the Terminal Buildings, and consistent with the City's graphics standards and standards for mounting; and

(iv) construct modifications, finishes, and improvements deemed necessary or prudent for the operation of its Air Transportation Business.

(M) *Airline Clubs.* Airline shall have the right to furnish and operate a preferred customer, VIP club, or similar private club. In addition to its space fee, Airline shall pay a concession fee if it provides goods or services for a charge, which concession fee shall be the applicable concession fee rate for like sales payable at the Airport; provided that no such payment shall be required with respect to: (i) goods or services obtained from concessionaires already obligated to make payments to the City with respect to such goods or services, (ii) the rent of conference room space within the club, and (iii) reciprocal club membership fees. Notwithstanding the above, club membership fees shall be exempt from concession fees. At Airline's option, such preferred customer or VIP club may be shared with one or more other airlines.

(N) *Handling Arrangements.* Airline shall have the right to enter into handling arrangements as part of its Air Transportation Business at the Airport. The rights granted to Airline pursuant to this Article may be exercised on behalf of Airline by Signatory Airlines or by third-party suppliers; provided, however, that the City reserves the right to require such third-party suppliers to secure a permit from the City, to comply with all applicable Rules and Regulations, and to pay any applicable fees to the City to conduct such activity at the Airport.

(O) *Airport Access.* Airline shall have the right of ingress to and egress from the Airport including its Premises and the public areas and public facilities of the Terminal Buildings, for Airline's employees, agents, contractors, passengers, guests, invitees, licensees, suppliers of materials and providers of service, and its or their equipment, vehicles, machinery, and other property; provided, however,

that the foregoing shall not preclude the City from: (i) subjecting such persons to the City's Rules and Regulations, (ii) requiring such persons to enter into an agreement with the City when such access is required on an ongoing basis, or (iii) imposing any charge, permit or license fee for the right to do business at the Airport; further provided, however, that ingress to and egress from the Airport may be conditioned on adherence to security requirements, and may be limited on temporary bases for security reasons.

(P) *Right to Purchase Services and Products.* Airline shall have the right to purchase or contract for services and products subject to the limitations contained herein:

(i) Airline may purchase or otherwise obtain products of any nature, including aircraft, engines, accessories, gasoline, oil, grease, lubricants, fuel, propellants, passenger supplies and other materials, equipment, supplies, articles, and goods, used or acquired by Airline in connection with or incidental to Airline's Air Transportation Business at the Airport from any person or company; provided, however, that the City reserves the right to require such person or company to secure a permit from the City, to comply with all applicable Rules and Regulations, and to pay any applicable fees to the City to conduct such activity at the Airport.

(ii) Airline shall have the right to contract with a third party or Airline-owned ground handler to provide to it or to perform for it any of the services or functions which it is entitled to perform hereunder, provided that such third party must maintain any permits and pay all fees required by the City. The contractual relationship between any third party and Airline shall not affect in any way the fulfillment of Airline's obligations, including those of insurance and indemnification for activities, hereunder.

(iii) Any suppliers, contractors or agents performing services for, or selling products to, Airline at the Airport shall conform to applicable performance standards, space use requirements, and the City's Rules and Regulations, including any permit requirement or payment of fees required by the City.

(Q) *Communications and Weather Equipment, Multi-User Flight Information Display System (MUFIDS) and Public Address System.* Airline shall have the right to use the following communications equipment, flight information displays, and public address systems in conjunction with the conduct of its Air Transportation Business:

(i) Subject to the prior approval of the City and conditions stated below, Airline shall have the right to install, maintain, and operate, alone or in conjunction with any other airline(s), or through a nominee, such radio, telecommunications (both wireline and wireless), meteorological, aerial navigation, and computer equipment, facilities and associated

wiring, as may be necessary for the conduct of Airline's Air Transportation Business at the Airport. The location of such equipment and facilities, method of installation, and type of equipment shall be subject to the prior approval of the City. The City may require modification, removal, or relocation of such equipment if it interferes with other communication, meteorological, or aerial navigation systems operated by the City, other tenants, or governmental agencies. Such modification, removal, or relocation shall be at the City's sole cost. The City shall have the right to charge a fee, surcharge, or space use charge for any equipment location outside of the Premises. The City retains the right to impose reasonable and non-discriminatory access fees to third-party telecommunications and data service providers

(ii) Airline shall provide electronic flight arrival and departure information through City-installed systems and shall cooperate with the City's installation and maintenance of centralized and remote flight information displays.

(iii) Airline shall have the right to use, in common with others so authorized, the public address system serving the Terminal Buildings. Airline shall not install, cause to be installed, or use any other public address system at the Terminal Buildings without the prior approval of the City.

(iv) Airline shall comply with the Airport's RF Systems Antenna/Radio Frequency Policy, as amended from time to time.

(R) *Food and Beverage.* Airline shall have the following rights to prepare, package, and/or distribute food and beverages with respect to the conduct of its Air Transportation Business at the Airport:

(i) Airline shall have the right to purchase, prepare, and/or package food and beverages to be distributed at no cost to passengers of Airline without paying the applicable concession fee. Airline shall pay a concession fee for all food and beverages purchased, prepared, and/or packaged to be sold at the Airport; provided that no such payment shall be required with respect to food and beverages obtained from vendors already obligated to make payments to the City with respect to such food and beverages. The concession fee to be paid by Airline shall be the applicable concession fee rate paid by in-flight food catering concessionaires located at the Airport.

(ii) If Airline purchases food and beverages from an off-Airport caterer for delivery to Airline at the Airport, said caterer shall have a contract with, or permit from, the City to do business at the Airport, and said caterer shall be subject to a concession fee equal to the concession fees paid by in-flight food catering concessionaires located at the Airport.

(iii) Airline shall have the right to distribute food and/or beverages to passengers at no cost from Airline's Premises in the event of service delays or other emergencies. Airline shall also have the right to distribute food and/or beverages at no cost to the general public from Airline's Premises; provided, however, that such distribution must be in connection with holidays and/or promotional events.

(iv) Airline shall have the right to install soft drink and/or snack vending machines in its non-publicly accessible Premises for the sole use of Airline's employees, contractors, and agents. Such sales shall not be subject to a concession fee. Vending machines shall not be within the view of the general public. Vending machine locations are subject to the prior approval of the City.

(S) *Employee Parking.* The City may, but is not required to, designate parking areas at the Airport available to Airline's employees while at work at the Airport, subject to the payment of monthly fees as the City shall determine from time to time. The City shall have the right to relocate, re-designate, or otherwise change the location of such parking areas, if any, as needed.

Section 302. Prohibition Against Exclusive Rights

It is hereby specifically understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right to provide aeronautical services to the public as prohibited by 49 U.S.C. §§40103(e) and 47107(a)(4), as amended from time to time, and the City reserves the right to grant to others the privilege and right of conducting any or all activities of an aeronautical nature.

Section 303. Restrictions on Exercise of Rights and Reservation of Rights to City

The rights established in this Article shall not be exercised so as to interfere with the City's operation of the Airport for the benefit of all aeronautical users, and shall be subject at all time to the restrictions herein and reservation of rights by the City.

(A) *No Interference with Operations.* If the City determines that Airline or its contractors are exercising the rights and privileges granted to Airline pursuant to this Article (i) in a manner which interferes with the operation or maintenance of the Airport; (ii) in a manner which adversely affects the health, safety or security of the public or other users of the Airport; or (iii) in a manner that fails to comply with the City's Rules and Regulations, Environmental Permits applicable to Airline, any of the plans or programs prepared in response to the City's Environmental Permits as provided in Section 1002, or the terms of this Agreement, the City shall give Airline Notice of such determination including the specific reasons therefor. Airline shall promptly commence and diligently pursue actions necessary to correct the conditions or actions specified in such Notice. If such conditions or actions are not, in the opinion of the City, promptly corrected after receipt of such Notice or if such conditions or actions required corrective

action over a period of time, and Airline has not, in the reasonable opinion of the City, promptly commenced and diligently pursued all such corrective action, then upon 10 days Notice from the City to Airline, the City may suspend Airline's or its contractor's access to the Airport. Notwithstanding the foregoing provision, the City shall have the right, upon Notice to Airline, to immediately suspend operations of Airline or of said contractors if it deems such action necessary to protect the health, safety or security of the public or other users of the Airport or in emergency situations.

(B) *Integration with Systems.* Airline shall not knowingly do, or permit to be done, anything that may interfere with the effectiveness or accessibility of the drainage, deicing fluid collection system, sewer, water, communications, heating or ventilation, air conditioning, natural gas, sprinkler, alarm or fire protection systems, fire hydrants and hoses, or any other part of the utility, electrical, or other systems installed or located from time to time at the Airport.

(C) *Right to Designate Location.* The City reserves the right to designate the locations within which all of the activities conducted at the Airport, including the activities authorized herein, shall be conducted, and to reasonably change such designations from time to time.

(D) *Airport Access.* The City may, from time to time, temporarily or permanently close or restrict specific roadways, taxiways, taxi lanes, runways, apron areas, doorways, and any other area at the Airport; provided, however, that, unless an emergency situation exists, to the extent that the City deems it practical, Airline shall be notified with regard to such closings in order to minimize the disruption of services being provided. The City shall have the right at any time or times to relocate, reconstruct, change, alter, or modify any such means of access provided for pursuant to this Agreement or otherwise, either temporarily or permanently; provided that a reasonably convenient and adequate means of access, ingress, and egress shall exist or be provided in lieu thereof. The City shall reasonably notify Airline of any such action.

(E) *Telecommunication and Data Networking Infrastructure.* The City, acting in its capacity as proprietor of the Airport, retains the right to act as or designate the provider of wireless and wireline public telecommunications services and public data networking infrastructure for the general public in the public accessible areas of the Airport. The City shall have the sole right to determine the location of, and install or cause to be installed, all public telephones, public telefax, wireless access, and other public telecommunications devices and conduit in any part of the Airport, provided that doing so does not (i) unreasonably interfere with Airline's operations authorized hereunder or (ii) substantially diminish the space contained in or the functionality of Airline's Premises. Upon reasonable prior notification by the City, the City shall be entitled to reasonable access to Airline's Premises to install or service such devices. The City shall be entitled to all income generated by such telephones and devices and shall have the right to collect reasonable and non-discriminatory charges for access to the

telecommunications/data networking infrastructure except for systems or components which are owned by Airline.

(F) *Informational Devices.* The City reserves the right to install or cause to be installed informational devices, including static and electronic advertising, in all public accessible areas of the Terminal Buildings; provided, however, that such installation shall not unreasonably interfere with the operations of Airline authorized herein. The City has the right to enter Airline's Premises to install or service such devices. The City shall be entitled to all income generated by such devices. The City will use its best efforts to restrict the content of advertising messages displayed in informational devices located within Airline's Premises that are deemed to be incompatible with Airline's Air Transportation Business.

(G) *All Other Rights.* Any and all rights and privileges not specifically granted to Airline for its use of and operations at the Airport pursuant to this Agreement are hereby reserved for and to the City.

(H) *Strict Construction of Rights.* The rights granted to Airline hereunder may be exercised by Airline only to the extent such rights are necessary or incidental to the conduct by Airline of its Air Transportation Business at the Airport.

Section 304. Hazards

Airline shall not do, authorize to be done, or fail to do anything at the Airport which may: (i) create or contribute to a nuisance, (ii) in any way obstruct or interfere with rights of others using the Airport, or (iii) create a hazardous condition so as to increase the risks normally attendant upon operations permitted herein.

(A) *Noise Abatement.* Airline shall not engage in any activity prohibited by the City's applicable noise abatement procedures included in the Rules and Regulations, as they may be promulgated from time to time, but only to the extent that the City's noise abatement procedures do not conflict with applicable laws or regulations.

(B) *Engine Runups.* Airline shall perform aircraft engine runups only at locations and during time periods approved by the City, in its sole discretion.

(C) *Disabled Aircraft.* As soon as possible after release from proper authorities, Airline shall promptly remove any of its disabled aircraft from the Airfield Operations Area or Aircraft Parking Positions, shall place any such disabled aircraft only in such storage areas as may be designated by the City, and shall store such disabled aircraft only upon such terms and conditions as may be reasonably established by the City. If Airline fails to promptly remove its disabled aircraft from the Airfield Operations Area or Aircraft Parking Positions, the City may remove said aircraft and take other reasonable and appropriate action under the circumstances. The City shall add the cost of such removal or other action, plus actual administrative costs, including time and expenses, as an additional charge due hereunder on the first day of the month following the date

of such work. The City's rights under this Section are in addition to all other rights and remedies provided to the City hereunder.

(D) *Aircraft Apron Operations:*

- (i) Airline shall not operate the engines of aircraft so as to endanger persons or property on the aircraft apron.
- (ii) The City retains the right to review and approve all aircraft push-out, power-out, and/or power-back operating procedures at each Aircraft Parking Position, which approval shall not be unreasonably delayed or denied.

Section 305. Airport Security

(A) Airline shall not do or permit its agents, employees, and its contractors or suppliers while such contractors or suppliers are providing services to Airline, to do anything at the Airport that would be in conflict with or violate the requirements of any federal, state, or local law, regulation or security directive regarding airport security, as they may be amended from time to time, or the Airport Security Program.

(B) Airline shall be responsible for obtaining and coordinating any security badging, vehicle decals, and/or any other actions required to ensure that Airline's agents, employees, contractors, or suppliers are in compliance with the City's security plan, and any federal, state, or local law, regulation and security directive regarding airport security, as they may be amended from time to time. Airline shall be responsible for all costs associated with obtaining such badge and/or access privileges.

Section 306. Impact on Airport Certification

Airline shall not knowingly do or permit its agents, directors, or employees to do anything at the Airport that would be in conflict or violate the requirements of Part 139 of the Federal Aviation Regulations, "Certification and Operations: Land Airports Serving Certain Air Carriers," as amended from time to time, or any successor regulation, order, or directive, or that would jeopardize the Airport's operating certificate obtained pursuant to such Federal regulations.

Section 307. Avigation Rights

The City reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Airport, including Airline's Premises, for navigation or flight in said airspace for landing on, taking off from, or operating at the Airport.

Section 308. Airline Summary

Upon request by the City, Airline shall provide to the City a written summary containing the following information and such additional information as the City may reasonably request from time to time:

- (A) The names, addresses, and telephone numbers of Airline officials responsible for station operations, flight operations, properties, and facilities, including a 24-hour emergency contact. Airline shall update information as needed.
- (B) The published schedules of Airline's flight activity at the Airport.
- (C) The description of Airline's fleet and identification of the type and series of aircraft. Airline shall reasonably notify the City of the introduction of an aircraft that is not being operated by Airline at the Airport on the date of this Agreement.

ARTICLE IV PREMISES

Section 401. General

Airline understands and agrees that, to the extent necessary and as set forth below, this Agreement constitutes a space permit and it is not a lease. For its operations at the Terminal Building, Airline may:

- (A) use the Premises assigned to it by the City in the Terminal Buildings in accordance with the provisions of this Article;
- (B) use one or more Gates designated by the City for use by the City's Authorized Agent in accordance with the provisions of Section 405; or
- (C) sublease space in one of the Terminal Building from a Signatory Airline, provided that Airline is a designated Affiliate of such Signatory Airline.

Section 402. Premises

- (A) If Airline elects the option provided in Subsection 401(A), the City hereby assigns to Airline for Airline use, subject to the provisions of this Agreement, the Premises as shown on Exhibit(s) B. Airline accepts the Premises for its use in the performance of its Air Transportation Business in AS IS condition, with no warranties or representations, expressed or implied, oral or written, made by the City or any of its agents or representatives.
- (B) If space changes are made consistent with the provisions of this Agreement, revised exhibits may be substituted for those herein without the

necessity for amendment of this Agreement; which substitution may be made by Notice to Airline from the City.

(C) Airline agrees that the measurements obtained from the City's Computer-Aided Drafting and Design ("CADD") drawings of the Terminal Buildings shall be used for determining the amount of space in the Terminal Buildings, including the Premises, and for calculating the Terminal Building Fees payable to the City in accordance with Section 502. Such CADD drawings are the basis for the exhibits to this Agreement. As the spaces in the Terminal Buildings and the Premises change from time to time, the City may revise the exhibits to this Agreement by notifying Airline that it is substituting new exhibits.

Section 403. Preferential Use Gates

If Airline is assigned one or more Preferential Use Gates, Airline shall have a priority in using such Preferential Use Gates as follows:

(A) Airline's right to its Preferential Use Gates shall be subject to an average Gate utilization requirement of 4 flight departures each day per Gate assigned to Airline.

(B) Airline shall have the right to permit the occasional use of any of its Preferential Use Gates by other airlines to accommodate non-routine irregular operations. Such use shall not be considered a sublease arrangement.

(C) If Airline fails to meet the average Gate utilization requirement set forth in Subsection 403(A) during any given six-month period, Airline may be subject to losing its preferential right to one or more Gates, so that, thereafter, Airline will meet the average Gate utilization requirement with its remaining Preferential Use Gates.

(D) If the City requires Airline to relinquish one or more of its Preferential Use Gates, the City, in its sole discretion, shall select the Gate(s) to be relinquished, and such Gate(s) shall be deleted prospectively from Airline's Premises and Airline's Terminal Building Fee obligation with respect to such Gate(s) shall cease.

Section 404. Passenger Loading Bridges

(A) Airline shall have the right to use the City-owned passenger loading bridges and appurtenant equipment at each of Airline's Preferential Use Gates in accordance with the provisions of this Agreement.

(B) If passenger loading bridges are not supplied by the City, Airline shall have the right to install and use its own passenger loading bridges and appurtenant equipment at its Preferential Use Gates.

Section 405. Accommodation in Gates Serviced by City's Authorized Agent

If Airline elects the option provided in Subsection 401(B), and upon Airline's request, the City may grant to Airline the right to use, in common with other airlines, one or more Gates designated by the City for use by City's authorized Agent subject to Airline's payment of applicable fees.

Section 406. Accommodation in Preferential Use Gates

The City may grant Requesting Airline(s) the right of use in common of all or a designated portion of Airline's Preferential Use Gates and rights of ingress and egress subject to and in accordance with the terms and conditions of this Agreement.

(A) The right to use Airline's Preferential Use Gates (and associated Aircraft Parking Positions, appurtenant equipment, and ancillary support space which are reasonably necessary for the effective use of such Gates), shall be scheduled so as not to interfere with Airline's scheduled deplaning, enplaning, and servicing activities. In accommodating Requesting Airline(s) in Airline's Preferential Use Gates, the City shall provide for departure not later than one hour before Airline's next scheduled arrival and for arrival not earlier than one hour after Airline's scheduled departure. Airline shall have priority over other users with respect to overnight parking on Airline's assigned Aircraft Parking Position, provided that Airline may be required to remove a parked aircraft from its Assigned Parking Position during regular hours of operations to accommodate use by others in accordance with the provisions of this Article.

(B) Airline shall be entitled to collect from the Requesting Airline the Nonpreferential Gate Use Fee, and may also impose reasonable charges for the Requesting Airline's use of its proprietary systems and equipment.

(C) When granted use of space under the provisions of this Section, the Requesting Airline(s) shall have the right in all cases to ground-handle their own operations or to be handled by the operator of their choice.

(D) City shall require that the Requesting Airline enter into an agreement to pay Airline the fees and charges specified in this Section, and to indemnify the City and Airline in connection with Requesting Airline's use of Airline's Preferential Use Gates and associated Aircraft Parking Positions, and shall require the Requesting Airline to provide a payment guarantee and proof of insurance. The terms of the indemnification and the required insurance shall be those set out in Article XI; provided, however, that Airline may request to be named as an additional insured.

(E) Requesting Airline has the right to make improvements and alterations necessitated by any required long-term accommodation, the scope of which shall be subject to approval by Airline and the City. Approval shall not be unreasonably withheld.

(F) Upon the termination of such use in common with Airline, Requesting Airline shall be responsible for returning all Gate and other facilities used by the Requesting Airline to the condition received, normal wear and tear excepted, unless Airline and the City release Requesting Airline from this requirement.

Section 407. [Intentionally Left Blank]

Section 408. Consolidation of Operation

If the City needs additional Terminal Building facilities, the City may, in its sole discretion and upon 30-day Notice to Airline, recapture a portion of the Premises and require Airline to consolidate its operations into its remaining Premises, at Airline's sole cost and expense.

Section 409. [Intentionally Left Blank]

Section 410. Relocation of Premises

In order to optimize use of Airport facilities, the City reserves the right to reassign any or all of Airline's Premises. Airline's relocation of any of its Premises resulting from such reassignment shall be at Airline's sole expense.

**ARTICLE V
FEES AND CHARGES FOR THE USE OF THE AIRPORT**

Section 501. General

Fees and Charges payable by Airline to the City for the use of the Airport shall be based upon Airline's designation at the Airport as follows:

(A) If Airline is designated as an Affiliate of a Signatory Airline, during the period and to the extent of such designation Airline shall pay Fees and Charges to the City as established and calculated in the Airport Use and Lease Agreement for such Signatory Airline.

(B) During any period that Airline is not designated as an Affiliate of a Signatory Airline, Airline shall pay to the City Fees and Charges established in the Airport Use and Lease Agreement for Nonsignatory Airlines.

Section 502. Terminal Building Fees

(A) Airline shall pay the City for the use of any Exclusive Use Space, Preferential Baggage Make-Up Area, and Preferential Use Gates assigned to it a monthly fee equal to one twelfth (1/12) of the applicable rate established in

accordance with Section 501 multiplied by the amount of space assigned to Airline as set forth in Section 402.

(B) Airline shall pay the City for the use of any Common Use Space and Joint Use Space assigned to it a monthly fee based on one twelfth (1/12) of the applicable rate set forth in accordance with Section 501, and calculated in accordance with the applicable Common Use Formula and Joint Use Formula.

(C) Airline shall pay the City for the use of the In-Line EDS System a monthly charge based on the monthly cost incurred by the City for the maintenance and operation of the In-Line EDS System in each Terminal Building, allocated in accordance with the In-Line EDS System Formula.

(D) Notwithstanding the provisions in Section 501 and Subsections 502(A)-(C), the fee applicable to Apron-Level Unenclosed Space assigned to Airline shall be \$13.00 per square foot per year for the term of this Agreement.

Section 503. Landing Fees

Airline shall pay to the City for the use of the Airfield Operations Area a monthly fee calculated by multiplying Airline's Landed Weight for that month by the applicable landing fee rate set forth in accordance with Section 501.

Section 504. Passenger Loading Bridge Charges

Airline shall pay the City the applicable monthly charge for its use of any City-owned passenger loading bridge that is assigned to Airline as established by the Airport Use and Lease Agreement.

Section 505. Other Fees and Charges

(A) *Utilities.* With respect to its Premises and Airline-installed facilities, trade fixtures, equipment and personal property, Airline agrees to pay all water, sewage, electricity, gas and other utility charges that are charged to Airline for the use thereof, whether such charges are separately assessed or metered to Airline, as appropriate. All such utility payments to the City are made in trust for the benefit of the public utility providing the service. Utility charges for areas that are separately metered shall be paid monthly, or on such other billing schedule as is established by the City, according to actual use by Airline. For those areas not separately metered, including the Premises, charges for utility services (other than illumination which is to be provided by the City and which is included in the Fees and Charges) shall be assessed by the City on a proportionate basis related to the total area or the number of fixtures served, as the City may reasonably determine. The City may install utility meters in Airline's Premises where it is economically and mechanically feasible.

(B) *Fees for the Use of Gates Serviced by City's Authorized Agent.* If Airline operates from Gates serviced by City's Authorized Agent, Airline shall pay to City's Authorized Agent a fee as established by the City from time to time.

(C) *Other.* Airline shall pay all other charges which are assessed by City for the use of other Airport facilities or for services that may be provided by City to Airline from time to time, including employee parking and issuance of security identification badges.

Section 506. Security Deposit

(A) *Amount and Form of Security Deposit.* Upon execution of this Agreement, Airline shall provide the City with an irrevocable letter of credit, contract bond, or other security or instrument acceptable to the City ("Security Deposit") in an amount equal to 3 months of estimated Fees and Charges, estimated PFC remittals, and any other estimated payments due the City pursuant to this Agreement, as determined by the City based on published flight schedule and anticipated space assignments for Airline's operations. The amount of the Security Deposit may be adjusted from time to time by the City to reflect changes in Airline's financial obligations to the City. The Security Deposit shall guarantee the faithful performance by Airline of all of its obligations hereunder and the payment of all Fees and Charges, and of all PFC remittances due to the City. The Security Deposit shall be in such form and amount, and with such company licensed to do business in the State of Missouri as shall be acceptable to the City, within its reasonable discretion. The Security Deposit is not the sole or exclusive remedy of the City and shall not be construed, in and of itself, as adequate assurance of Airline's future performance, or interpreted as a waiver, discharge or impairment of the City's rights under law or equity.

(B) *Term of Security Deposit.* Airline shall maintain a Security Deposit until 18 months following the expiration or termination of this Agreement. If the Security Deposit includes an expiration date that is earlier than the expiration date required in the prior sentence, the Security Deposit shall provide that, upon its expiration, it shall be automatically extended for a succeeding 12-month period unless, by 60-day Notice, the City is informed of its termination or cancellation. If Airline's Security Deposit is terminated or cancelled, Airline promptly shall provide the City with a new Security Deposit in full compliance with the requirements of this Section 506.

(C) *City's Right to Use Security Deposit; Replenishment.* If Airline commits an Event of Default pursuant to Section 1301, the City shall have the right to use the amounts of such Security Deposit to pay Airline's Fees and Charges, PFC remittances, or any other amounts owed to the City by Airline then due and payable, or to apply the proceeds to any cost or expense or material damages incurred by the City as a result of Airline's default, or Event of Default under Section 1301. If any such Security Deposit, or portion thereof, is used as stated in this Subsection, Airline shall immediately replenish or provide a renewal or

replacement Security Deposit up to the full amount set forth in Subsection 506(A) within 10 days of being notified to do so by the City. The City's rights under this Section shall be in addition to all other rights and remedies provided to the City hereunder.

(D) *Waiver of Security Deposit Requirement.* Notwithstanding the provisions of Subsections 506(A)-(C), the City will waive the Security Deposit obligation if it determines that Airline qualifies for relief from such obligation. To qualify for such relief, Airline must:

- (i) be an Affiliate of a Signatory Airline during a period when such Signatory Airline qualifies for a waiver of the Security Deposit requirement in accordance with the terms of the Airport Use and Lease Agreement; and
- (ii) not be under an Event of Default pursuant to, and not have received Notice in accordance with, Section 1301.

Any such waiver of the Security Deposit shall be limited to the extent of the guarantee of Airline by a Signatory Airline in accordance with section 512 of the Airport Use and Lease Agreement. If, after having waived the Security Deposit obligation in accordance with this Subsection, the City determines that any of the requirements for relief are not being satisfied, Airline shall immediately provide a Security Deposit in accordance with the provisions of Subsection 506(A).

Section 507. Statistical Report

(A) Airline shall complete and submit to the City no later than the 15th day of each month, on forms similar to those attached hereto as Exhibit C, reports summarizing statistics and information for Airline's prior month of operations at the Airport necessary for the computation of Fees and Charges due to the City, and such other statistical and financial data that the City determines is necessary for the computation and administration of Airline's financial obligations hereunder, including the following data:

- (i) total number of flight departures at each gate assigned to Airline;
- (ii) total number of originating and connecting passengers;
- (iii) total number of domestic enplaned and deplaned passengers;
- (iv) total number of international enplaned and deplaned passengers;
- (v) total number of landings by type of aircraft and Maximum Gross Certificated Landed Weight by type of aircraft;
- (vi) total pounds of air cargo enplaned and deplaned;

- (vii) total pounds of air mail enplaned and deplaned; and
- (viii) total amount of food and beverage purchased to be sold, if any, in accordance with the provisions of Subsection 301(R).

The information submitted by Airline to City pursuant to this Subsection shall be in addition to any other information required elsewhere in this Agreement to be submitted by Airline.

(B) The City shall have the right to rely on said activity reports in determining Fees and Charges due to the City. Airline shall have full responsibility for the accuracy of said reports. Late payment and payment deficiencies due to incomplete or inaccurate activity reports shall be subject to the late payment and late penalty charges as set forth in Subsection 509(E).

(C) The acceptance by the City of any Airline payment shall not preclude the City from verifying the accuracy of Airline's reports or computations, or from recovering any additional payment actually due from Airline. Interest on any additional amount due shall accrue from the date the payment was originally due, at the rate prescribed as calculated in Subsection 509(E).

Section 508. Airline Records and Audit

(A) Airline shall maintain books, records, and accounts, including computerized records, relevant to the determination and payment of any Fees and Charges, PFC remittals, and other payments due to the City in accordance with this Agreement including: records of its aircraft arrivals and departures; gate utilization; originating and connecting, enplaned and deplaned, domestic and international passengers; aircraft landings; enplaned and deplaned air cargo and mail; food and beverage purchased for resale; and sublease and subcontracted services arrangements at the Airport. Each such item of information shall be maintained for a period of at least three years following the expiration or termination of this Agreement, and longer if necessary for pending litigation. Airline may maintain such books, records and accounts at its corporate offices, but shall make such material available at the Airport upon 15-day Notice.

(B) The City and such persons as may be designated by it, including its auditors and financial consultants, shall have the right, during normal business hours, with 10-day Notice to Airline, to examine, audit, and make copies of such books, records, and accounts, including computerized records. Except as otherwise provided, the cost of such examination or audit shall be borne by the City; provided, however, that the cost of such audit shall be reimbursed to the City by Airline if: (i) the audit reveals an underpayment by Airline of at least 5% for Fees and Charges, PFC remittance, or other payment payable by Airline hereunder for any Fiscal Year, as determined by such audit, or (ii) Airline has failed to maintain accurate and complete books, records, and accounts in accordance with this Section.

(C) If Airline fails to maintain true and complete books, records, and accounts resulting in an underpayment of Fees and Charges by Airline to the City, the City may recalculate the total amount of Fees and Charges, PFC remittances, or other payments due to the City by Airline in accordance with this Agreement. In such case Airline shall remit to the City within 15 days of receipt of a demand or invoice from the City the delinquent amount plus interest, fees and charges as provided for in Subsection 509(E).

Section 509. Payment Provisions

(A) *Terminal Building Fees and Passenger Loading Bridge Charges.* Terminal Building fees for the use of the Premises, including Passenger Loading Bridge Charges, shall be due and payable on the first day of each month in advance without invoice from the City.

(B) *Landing Fees.* Landing fees for the preceding month shall be due and payable, without invoice from the City, on or before the 15th day of each month, and shall be transmitted to the City together with Airline's monthly statistical report as required in Section 507.

(C) *Other Fees.* All other Fees and Charges required hereunder shall be due and payable within 20 days of the date of the invoice.

(D) *Form of Payment.* Airline shall pay all sums due hereunder in lawful money of the United States of America, without notice or demand, without deduction or setoff, by wire transfer or check made payable to the "Treasurer, City of St. Louis," which check shall be delivered postage or other charges prepaid to:

By U.S. Mail:

Airport Assistant Director of Finance
Lambert-St. Louis International Airport
P.O. Box 10036
Lambert Station
St. Louis, Missouri 63145

By Express Mail:

Airport Assistant Director of Finance
Lambert-St. Louis International Airport
10701 Lambert International Boulevard
St. Louis, Missouri 63145

By Wire Transfer:

Routing Number: 081000210-1001018702
Bank Name: USBank (Checking)
Account Name: Airport Revenue Fund
(include a description of the transfer (e.g. "ABC Airline Account"))

or as hereafter the City may designate by Notice to Airline.

(E) *Interest Charges and Late Charges on Overdue Payment.* If Airline fails to make payment of any sums due hereunder by the due dates set forth herein, Airline shall pay to the City, in addition to all other remedies available to the City and all other payments to be made by Airline to the City, an interest charge equal to 1.5% for each month of the overdue amount, and costs and attorney's fees reasonably incurred by the City in attempting to obtain payment, if any. Payments received later than 30 calendar days from their respective due date shall be assessed an additional one-time late charge of 5% of the amount due, in addition to applicable interest charges.

Section 510. Year-End Adjustment to Actual and Settlement

(A) As soon as possible following the completion of the annual audit for each Fiscal Year, the City shall recalculate Airline's Fees and Charges and provide Airline with a settlement for such previous Fiscal Year based on the accounting of the total costs actually incurred, revenues and other credits actually realized (reconciled to the audited financial statements of the City), and total Landed Weight during such Fiscal Year.

(i) If the amount of Airline's Fees and Charges paid during such Fiscal Year is more than the amount of Airline's Fees and Charges required (as recalculated pursuant to Subsection 510(A)), such excess amount shall be credited by the City to Airline in equal monthly installments over the remaining months of the then-current Fiscal Year; provided, however, that if Airline is under an Event of Default pursuant to, and has received Notice in accordance with, Section 1301, the City may apply such excess to pay any and all amounts owed to the City by Airline, or to pay any cost or expense or material damages incurred by the City as a result of Airline's default.

(ii) If the amount of Airline's Fees and Charges paid during such Fiscal Year is less than the amount of Airline's Fees and Charges required (as recalculated pursuant to Subsection 510(A)), such deficiency shall be paid by Airline to City in equal monthly installments over the remaining months of the then-current Fiscal Year; provided, however, that if Airline is under an Event of Default pursuant to, and has received Notice in accordance with, Section 1301, or if this Agreement is terminated, such deficiency and all outstanding Fees and Charges shall be due immediately.

(B) This Section 510 shall survive the termination of this Agreement, and Airline shall discharge its obligations hereunder.

Section 511. Security Interests

(A) All PFCs collected by Airline for the benefit of the City that are in the possession or control of Airline are held in trust by Airline on behalf and for the benefit of the City. Title to such PFCs shall remain in the City. Airline and its agents hold no legal or equitable interest in such PFCs. Should Airline be the subject of a bankruptcy or insolvency proceeding, such PFCs shall not be considered to be property of the Airline or the Airline's estate under 11 U.S.C. §541. To the extent that Airline holds any property interest in such PFCs, and notwithstanding that Airline may have commingled such PFCs with other funds, Airline hereby pledges to the City and grants the City a first priority security interest in, lien on, right of setoff against, and assignment of, the Airline's interest in such PFCs, including any and all proceeds resulting therefrom whether now or hereafter held, and in any and all accounts into which such PFCs are deposited to the extent of the total amount of such PFCs (net of the airline compensation amounts allowable in accordance with 14 C.F.R. §158.53) held in such accounts.

(B) As a guarantee by Airline for the payment of all Fees and Charges, and all PFC remittances due to the City, Airline hereby pledges to the City and grants the City a security interest in all of the improvements to its Premises, and any fixtures located on or used by Airline at the Airport.

ARTICLE VI [INTENTIONALLY LEFT BLANK]

ARTICLE VII CAPITAL IMPROVEMENTS

Section 701. General

As the City may deem necessary to protect the interest of the public, the City may, in its sole discretion, acquire land, plan, design, and construct facilities, or purchase and install equipment to preserve, rehabilitate, protect, enhance, expand, or improve the Airport or any part thereof.

Section 702. [Intentionally Left Blank]

Section 703. [Intentionally Left Blank]

Section 704. Long-Term Solution for Baggage Screening

Airline understands and acknowledges that, in cooperation with the Signatory Airlines, the City has developed a comprehensive plan for, and has designed, an in-line explosives detection systems (“EDS”) for each of the Terminal Buildings that include building modifications and conveyor systems, which conveyor system may include some or all of the Outbound Conveyors, to accommodate new or relocated in-line EDS equipment, which EDS equipment is being provided for, and installed by, the Transportation Security Administration (individually, at each Terminal Building, the “In-Line EDS System”). Airline also understands and acknowledges that once the In-Line EDS System is completed, any remaining Outbound Conveyors that may have been assigned to Airline will become part of the In-Line EDS System and will be subject to the In-Line EDS System Formula.

Section 705. [Intentionally Left Blank]

Section 706. [Intentionally Left Blank]

Section 707. [Intentionally Left Blank]

Section 708. [Intentionally Left Blank]

Section 709. Effect of Construction on Premises

(A) The City shall have the right, at such times as may be reasonable for purposes of maintaining or constructing improvements, modifications, or expansions to the Airport, to close, relocate, reconstruct, change, alter, or modify the Premises and/or the means of access to the Premises pursuant to this Agreement or otherwise, either temporarily or permanently; provided, however, that the City shall provide:

- (i) reasonable notification of the construction activities to Airline; and
- (ii) adequate means of ingress and egress for the Premises or, in lieu thereof, alternate premises of comparable size, condition, utility, and location to the Premises, to the extent reasonably possible, with adequate means of ingress and egress.

(B) If reasonable alternate premises are provided to Airline by the City in accordance with Subsection 702(A)(ii), Airline shall vacate the Premises, or portions thereof, and relocate to the alternate space.

(C) If no alternate premises are provided to Airline by the City in accordance with Subsection 709(A)(ii), and if any part of the Premises is rendered unusable, as determined by the City, as a result of an action taken by the City under this Section, the fees payable hereunder with respect to the Premises shall be abated ratably in the proportion that the unusable area bears to the total Premises of the same category or type of space. Such abatement in fees will continue until such time as the affected Premises are restored adequately for Airline's use.

ARTICLE VIII TENANT IMPROVEMENTS

Section 801. Alterations and Improvements by Airline

Airline may construct and install, at Airline's sole expense, such improvements in its Premises as Airline deems to be necessary for its operations. The plans and specifications, location, and construction schedule for such improvements, including any substantial alteration or addition thereto, along with a signed form known as the "Tenant Construction or Alteration Application" ("TCA"), must be submitted to and approved by the City prior to the commencement of any and all such construction, alteration, refurbishment, demolition, excavation, renovation, reconstruction, or installation. Airline shall comply with the requirements of all applicable laws, Environmental Permits, Environmental Laws, and building codes and the City's Rules and Regulations governing construction, alterations, and improvements. No reduction or abatement of Fees and Charges shall be allowed for any interference with Airline's operations by such construction. All such alterations and improvements by Airline shall be subject to the following:

(A) No excavation or demolition at, construction, alteration, or modifications of, or refurbishments to, the Premises shall commence until after Airline has received the City's written approval of its TCA including detailed project plans, specifications, drawings, and schedules. Notwithstanding the prior sentence, and without limiting any other requirement imposed by this Agreement, in case of an emergency affecting the health or safety of the public, Airline may take immediate and reasonable action to protect the public without first submitting a TCA; provided, however, that: (i) promptly following such emergency, Airline shall notify the City of the circumstances surrounding the emergency and the actions taken by Airline; and (ii) as immediately thereafter as reasonably possible Airline shall submit a TCA detailing the actions taken and yet to be taken by Airline related to such emergency. Airline also understands and agrees that certain work elements described in its TCA may require separate or additional approval from the City before proceeding with the specific work element. As such, Airline understands and agrees that ongoing coordination with the City at all times is crucial. Airline shall provide the City with at least 10 working days

written notice prior to commencement of any work at the Premises involving the excavation of soils or demolition so that the City may have a representative present at the work site during such demolition or excavation.

(B) The City shall have the right to refuse approval of such plans and specifications. The City may, at its own cost, inspect any such alterations or improvements.

(C) Upon the expiration or termination of this Agreement, all improvements made to Airline's Premises and permanent additions or alterations thereto made by Airline shall become the property of the City; provided, however, that any trade fixtures, signs, equipment, and other movable personal property of Airline shall remain the property of Airline, subject to the terms of Article XIV.

(D) Airline shall promptly pay all lawful claims made against the City and discharge all liens filed or which exist against the Premises, any other portion of the Airport, or Airline's trade fixtures or trade equipment arising out of or in connection with the failure to make payment for work done or materials provided by Airline, its contractors, subcontractors, or materialmen. Airline shall have the right to contest the amount or validity of any such claim or lien without being in default hereunder; provided, however, that while contesting the amount and validity of any such claims or liens Airline shall provide the City, at the City's request, with a performance bond in an amount equal to the amount of the claim or lien. Airline shall give timely Notice to the City of all such claims and liens.

(E) Airline shall use, and shall cause each of its officers, directors, employees, agents, contractors, and suppliers to use, the highest degree of care when entering upon any property owned by the City in connection with the work. Airline shall comply, and shall cause each of its officers, directors, employees, agents, contractors, and suppliers to comply, with any and all instructions and requirements for the use of City-owned property.

(F) In any contract relating to the construction or installation of improvements in the Premises, Airline shall carry or require its contractors and suppliers to:

(i) carry policies of Builders Risk Insurance, Commercial General Liability, and Automobile Liability Insurance in accordance with Section 1101(B)(vi); and

(ii) furnish performance and payment bonds in the full amount of any contract in a form acceptable to the City. Payment bonds shall comply with the coverage requirements and conditions of Section 107.170 of the Missouri Revised Statutes, as amended. 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.

(G) Airline shall use only City-approved contractors or subcontractors for improvements affecting control and/or programming of Airport systems including, but not limited to, security access control, fire alarm and detection, HVAC control, closed circuit televisions (CTVs), elevators, and baggage handling systems.

(H) Upon the completion of the improvements hereunder, Airline shall submit to the City a copy of its acceptance letter certifying completion, 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 Airline, and a certified set of “as built” drawings.

Section 802. Nondisturbance

Any work by Airline and its contractors shall be conducted in an orderly and proper manner, and shall not otherwise disturb, create a hazard, or interfere with other projects on, or the operations of, the Airport. Airline shall promptly comply, and shall cause its contractors to comply, with any reasonable request from the City to correct its conduct or that of its contractors. If Airline or its contractors fails to comply with the provisions of this Section, the City shall have the right to stop any or all work being performed, until such compliance is achieved, without terminating this Agreement.

ARTICLE IX OPERATION AND MAINTENANCE OF AIRPORT

Section 901. Division of Responsibility

A schedule identifying the division of responsibility for operations and maintenance between the City and Airline is attached hereto as Exhibit G and made a part hereof. If changes are made consistent with applicable provisions of this Agreement to the division of responsibility for operations and maintenance set forth in this Article IX and Exhibit G, such changes or modifications may be made without the necessity of an amendment to this Agreement, provided such changes or modifications are agreed to by Airline and the Airport Director, with the approval of the Airport Commission on behalf of the City.

Section 902. Maintenance by the City

(A) The City shall operate, maintain, keep in good repair, and clean all of the public areas and facilities of the Airport, including the Common Use Space and the Joint Use Space; the structures associated with the Terminal Buildings; and common use systems, including the In-Line EDS System, owned and operated by the City.

(B) The City shall be responsible for maintaining the Airport utility systems as follows:

(i) *Electrical.* The City shall maintain the electrical system mains up to the distribution points. In addition, the City shall maintain the electrical circuits beyond the distribution points to the extent that such electrical circuits are an integral part of the public, common, or joint use systems owned and operated by the City.

(ii) *Plumbing.* The City shall maintain the plumbing system mains, supplies, and sewers up to the dedicated plumbing lines of Airline.

(iii) *HVAC.* The City shall maintain the Heating, Ventilating and Air Conditioning (“HVAC”) system mains, and be responsible for the supply of steam and chilled water, up to the dedicated lines of Airline. The City shall maintain the HVAC systems and units serving the publicly accessible areas of the Terminal Buildings, including the Preferential Use Gates, Common Use Space, the Joint Use Space.

(iv) *Fire Suppression Lines.* The City shall maintain the fire suppression lines up to the dedicated fire suppression lines of the Airline.

(C) Airline shall be charged for the cost, plus actual administrative costs, of any repair, maintenance, or cleaning performed by the City that is caused by the negligence or willful misconduct of Airline, its employees, agents, contractors, or suppliers. Such charge shall constitute part of Airline’s Fees and Charges payable on the month following the date of invoicing by the City for such work.

Section 903. Maintenance by Airline

(A) *Cleaning.* Airline shall, at its sole cost and expense, perform or cause to be performed services which will at all times keep its assigned Exclusive Use Space, Preferential Baggage Make-Up Area, Preferential Use Gates, and Apron-Level Unenclosed Space clean, neat, orderly, sanitary and presentable.

(B) *Removal of Trash.* Airline, at its sole cost and expense, shall remove from its assigned Exclusive Use Space, Preferential Baggage Make-Up Area, Preferential Use Gates, and Apron-Level Unenclosed Space all waste, trash and refuse, and shall dispose of it in a manner approved by the City. Hazardous Materials or other special wastes shall be managed by Airline in full conformance with applicable Environmental Laws and Environmental Permits.

(C) *Maintenance and Repairs.* Airline shall repair and maintain in good condition (casualty damage and reasonable wear and tear excepted) the Premises, including any assigned Outbound Conveyor, and all alterations or improvements thereto, except for those items for which the City is responsible pursuant to Section 902. Maintenance and repairs shall be in quality and class equal to or better than the original work to preserve the Premises in good order and condition, based on a standard of care reflecting prudent property management. Airline shall repair all damage to the Premises caused by Airline or its employees, agents, contractors, suppliers, passengers, or invitees.

(D) *Utilities.* Airline shall be responsible for maintaining the utility systems as follows:

(i) Electrical. Airline shall maintain the electrical circuits beyond the distribution points to the extent that such electrical circuits serve Airline's assigned Exclusive Use Space, Preferential Baggage Make-Up Area, and/or Airline's equipment located within its assigned Preferential Use Gates.

(ii) Plumbing. Airline shall maintain the dedicated plumbing lines, including sewer lines, serving Airline's assigned Exclusive Use Space and Preferential Baggage Make-Up Area.

(iii) HVAC. Airline shall maintain the dedicated HVAC systems and units within Airline's assigned Exclusive Use Space and Preferential Baggage Make-Up Area serving such space.

(iv) Fire Suppression Lines. Airline shall maintain the dedicated fire suppression lines servicing Airline's assigned Exclusive Use Space and Preferential Baggage Make-Up Area. Airline shall notify the City at least 24 hour before performing such repairs (see Section 801(G) above). Notwithstanding the prior sentence, in case of emergency affecting the health or safety of the public, Airline may effect necessary repairs to protect the public without first providing 24-hour notice to the City; provided, however, that such notification shall be given as promptly as possible under the circumstances.

(E) *Passenger Loading Bridge Maintenance.* On or about July 1 of each year, Airline shall submit to the City for City's approval, which approval shall not be unreasonably withheld or denied, a 12-month maintenance schedule for each City-owned passenger loading bridge associated with each of the Preferential Use Gates assigned to the Airline. Airline shall report to the City at the close of each Fiscal Year any repair and maintenance completed on each such passenger loading bridge, and the cost expended for all repairs and maintenance. Airline shall pay all costs of operating, repairing and maintaining such passenger loading bridges.

Section 904. City Right to Enter, Inspect, and Require Corrective Action

(A) The City shall have the right at reasonable times to enter upon any of the Premises for any of the purposes listed below:

(i) to inspect the Premises for any purpose necessary for or incidental to or connected with the City's obligations hereunder, or in the exercise of the City's capacity as Airport owner;

(ii) to identify those items of maintenance, cleaning, or repair required of the Airline or the City, pursuant to this Article;

- (iii) to perform such maintenance, cleaning, or repair as the City reasonably deems necessary, and which is the responsibility of the City hereunder;
- (iv) for fire protection, safety, or security purposes;
- (v) to make structural additions and alterations to the Airport;
- (vi) as provided in Section 905;
- (vii) to perform environmental remediation as provided in Section 1002(E) or as otherwise required by applicable Environmental Laws or Environmental Permits, and
- (viii) upon the expiration or termination of this Agreement.

(B) The City shall provide reasonable notification and such right of entry shall not unreasonably interfere with Airline's use or occupancy of its Premises, except if the situation endangers the health or safety of persons or the safety of operations at the Airport. The right of inspection reserved to the City shall impose no obligation on the City to make inspections to ascertain the condition of the Premises and shall impart no liability upon the City for failure to make such inspections. The failure of the City to inspect or monitor or notify Airline of a default or of a hazardous or unsafe condition with respect to Airline's operations hereunder shall not release Airline from its liability to perform its obligations hereunder or impose any liability on the City, and in any other event where the City determines that it is necessary or desirable to do so to preserve the Airport or any portion thereof or to correct any conditions likely to cause injury or damage.

(C) Airline shall perform all corrective work required of it that is identified in such inspection(s) within 30 days of receipt of a notification from the City. If correction cannot reasonably be completed within such 30 day period, including corrective work undertaken by Airline that is being diligently pursued, this period may be extended at the sole discretion of the City. Matters affecting public health, safety, and welfare, including trash and debris problems, shall be corrected promptly after the City notifies the Airline's station manager or his designee either orally or in writing via hand-delivery.

Section 905. Failure to Maintain by Airline

If City determines that Airline has failed to properly clean, remove trash and refuse, maintain, or repair the Premises as required in Section 903, the City shall provide to Airline a list of deficiencies, reflecting the amount of time to be reasonably allowed for Airline to correct same. If Airline fails to correct such deficiencies within the time allowed and has not registered an objection as to its obligation to do so, the City, following 5 days further notification by the City to Airline, may enter upon the Premises and correct the listed deficiencies. The City shall add the cost of such work, plus actual administrative costs, to the Fees and Charges due hereunder on the first day of the month

following the date of such work, and such cost shall be and constitute a part of the Fees and Charges. Subsequent to receipt of the further notification of intent to perform repairs, maintenance, or cleaning from the City, Airline shall not undertake performance of such repairs, maintenance, or cleaning without specific prior authorization from the City.

Section 906. City Obligations

Except as specifically provided for herein, the City shall not be under any duty or obligation to Airline to repair, maintain, or clean the Premises or any portion thereof, or any facilities or equipment constructed thereon. The City shall not be responsible or liable to Airline for any claims for compensation for any losses, damages, or injury, including lost profits, sustained by Airline resulting from failure of the Airport structures or utility systems, or caused by the natural physical conditions on the Airport, whether on the surface or underground, including stability, moving, shifting, settlement of ground, or displacement of materials by fire, water, windstorm, tornado, act of God, state of war, terrorism, civilian commotion or riot, or any other cause or peril beyond the control of the City, except to the extent covered by the City's insurance or as may be caused by the City's negligence, willful misconduct, or bad faith.

ARTICLE X COMPLIANCE WITH LAWS

Section 1001. Observance and Compliance with Laws

(A) Airline, its officers, directors, employees, agents, and its contractors and suppliers while such contractors and suppliers are providing services to Airline, shall comply with:

- (i) all applicable federal, state and local laws and ordinances, including directives of the FAA applicable to the Airline's operation at the Airport;
- (ii) the Rules and Regulations governing the Airport; and
- (iii) the provisions of the Airport certification manual, as it may be amended from time to time.

Airline shall make reasonable efforts to cause its passengers, guests and invitees to comply as well.

(B) Upon Airline's request, the City shall promptly provide a copy of the Rules and Regulations and the Airport certification manual. The City shall also provide copies of amendments or additions to the Rules and Regulations to Airline's station manager or his designee in the regular course of business. The City shall provide Airline with reasonable notification of any amendment or additions to the Rules and Regulations.

(C) Notwithstanding anything to the contrary, references herein to a statute or law shall be deemed to be a reference to: (i) such statute or law as it may be amended from time to time, and (ii) all ordinances, regulations, rules, executive orders, policies and instructions pertaining, and lawfully promulgated pursuant, to such statute or law as they now exist or may be amended from time to time.

Section 1002. Compliance with Environmental Laws

Airline warrants and covenants that in conducting any activities or business at the Airport, including any activities directly related or incidental to its Air Transportation Business, Airline shall comply with any and all applicable Environmental Laws including any plans, monitoring, recordkeeping or programs prepared in conformance with Environmental Laws. Airline further covenants and warrants as follows:

(A) *Environmental Permits.*

(i) Airline shall obtain and maintain any and all Environmental Permits required by applicable Environmental Laws to conduct the activities in which Airline engages at the Airport.

(ii) Airline shall comply with any requirement imposed by an Environmental Permit obtained by the City that is or are applicable to Airline or Airline's activities at the Airport, including any plans, monitoring, recordkeeping or programs prepared in conformance with such Environmental Permits or Environmental Laws; provided, however that the City shall adequately give Notice to Airline of such applicable Environmental Permit, Environmental Law and associated requirements, including all applicable deadlines for compliance.

(iii) The City and Airline shall cooperate to ensure compliance with the terms and conditions of any Environmental Permit, Environmental Law and any associated requirements to insure 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 Airline, its employees, agents, contractors, suppliers, passengers, 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 Airline, whether as a result of negligent conduct or otherwise, at, on, under or about the Airport, or any portion thereof, or in the event any written claim, demand, complaint or action is made or taken against Airline that pertains to Airline's failure or alleged failure to comply with any Environmental Laws or Environmental Permits at the Airport or which pertains to the release of Hazardous Materials by Airline at the Airport, Airline 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 Airline is required, by any Environmental Laws, Environmental Permits, or governmental agency, to file any written notice or report of a release or threatened release of Hazardous Materials at, on, under or about the Airport, or any part thereof, Airline shall simultaneously provide a copy of such notice or report to the City.

(C) *Environmental Remediation.* Airline shall undertake with all due diligence all necessary steps to remedy and remove at its cost any Hazardous Material, or environmental condition or damage to the extent caused by, or resulting from, the activities, conduct or presence of Airline or its agents, employees, contractors, or suppliers at the Airport, whether resulting from negligent conduct or otherwise (“Remediation Work”). Such Remediation Work shall be consistent with remediation standards established by or derived from the appropriate government agency responsible for enforcing Environmental Laws or Environmental Permits. Except in the event of an emergency, such Remediation Work shall be performed after Airline submits to the City a written plan for completing such Remediation Work and receives the prior approval of the City through Notice; provided, however, that the City’s approval shall not be unreasonably withheld or delayed. 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 or the land title. Specific cleanup levels for any Remediation Work by Airline shall be designed to meet and satisfy the requirements of all applicable Environmental Laws and Environmental Permits and be consistent with the commercial use of the Airport, as determined by the governmental agency responsible for enforcing Environmental Laws or Environmental Permits or for establishing cleanup levels. Neither an ongoing remediation, including any testing or monitoring, nor the use of institutional controls, shall either unreasonably or materially impair or interfere with the City’s use and enjoyment of its property or the Airport, or that of current and future Airport users or tenants. Upon reasonable notice, the City shall have the right to conduct a reasonable review and inspect all such Remediation Work at any time using consultants and representatives of its choice at City’s sole expense. Such inspection shall not unreasonably interfere with Airline’s operations.

(D) *Access for Environmental Inspection.* Upon reasonable notification to Airline, the City shall have reasonable access to the Premises to inspect the same in order to confirm that Airline is using the Premises in accordance with the requirements of this Section 1002. Airline shall cooperate fully with any such inspections provided that such inspections shall not unreasonably interfere with Airline's operations. If the City’s inspection results in any type of written report, the City shall provide Airline a reasonable opportunity to timely review and comment on a draft of the report. Airline shall provide to City for its review and comment copies of: any and all notices to Airline 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, Airline 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 this Subsection to the extent consistent with the City's legal obligations.

(E) *Corrective Action by City.* If Airline fails to comply with any applicable Environmental Laws or Environmental Permits governing its activities at the Airport, or if Airline fails to conduct necessary Remediation Work in a timely manner as required under this Section, the City, as required by applicable Environmental Laws and Environmental Permits, in addition to the rights and remedies described elsewhere herein and any other rights and remedies otherwise available to the City, may enter the Premises and take all reasonable and necessary actions to conduct Remediation Work to remove Hazardous Materials or other contaminants for which Airline is responsible under this Agreement and remedy Airline's non-compliance with such applicable Environmental Laws and Environmental Permits. All Remediation Costs incurred by the City shall be paid or reimbursed by Airline. The City shall add the cost of the Remediation Work plus actual administrative costs, to the Fees and Charges due hereunder on the first day of the month following the date of such work, and such cost shall be and constitute a part of the Fees and Charges. Subsequent to receipt of the City's Notice to perform the Remediation Work, the Airline shall not undertake performance of such Remediation Work without the specific prior authorization from the City. Remediation Work, if necessary, and any other actions taken by the City pursuant to this Section, shall be performed in accordance with the provisions of Subsection 1002(C), but only after first having provided Notice to Airline of such failure to comply, and 30 days within which Airline may demonstrate why no such alleged failure is present, or to timely remedy such alleged failure that may be present. If Airline's compliance reasonably requires more than 30 days to complete, the City may enter the Premises and take such reasonable and necessary measures to achieve compliance only upon Airline's failing to timely begin curing such noncompliance within such 30 day period and to continue diligently working to achieve compliance thereafter.

(F) *Review of Environmental Documents.* At the reasonable request of the City, and at City's expense, Airline shall make available for inspection and copying, at reasonable times, any and all non-privileged documents and materials Airline has prepared pursuant to any applicable Environmental Laws or Environmental Permits, or submitted to any governmental agency, which documents and materials relate to Environmental Laws or Environmental Permits and which pertain 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, Hazardous Materials

releases, or any actual or threatened violations of any applicable Environmental Laws or Environmental Permits are deemed to be cumulative in nature. The City's right to indemnification as provided under this Section shall survive the expiration or termination of this Agreement.

(H) *Pollution Control.* In addition to all other requirements of this Agreement, Airline, at its cost, shall manage all its operations at the Airport in compliance with all applicable Environmental Laws, Environmental Permits, and with applicable best management practices outlined and delineated in the Airport's Storm Water Pollution Prevention Plan and Storm Water Management Plan, which shall be provided to Airline at Airline request.

(I) *Environmental Covenants.* So long as they do not adversely impact Airline's day-to-day operations at the Airport, Airline 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 underlying the Premises or the Airport.

Section 1003. Passengers with Disabilities

Airline shall be responsible for providing boarding assistance to individuals with disabilities as required by 14 C.F.R. Part 382 and 49 C.F.R. Part 27; provided, however, that Airline may use the mechanical lift devices owned and made available by the City in accordance with the provisions of a separate passenger mobile lift device permit that may be granted to Airline by the City.

Section 1004. Nondiscrimination

(A) Airline for itself, its personal representatives, successors in interest, and assigns, agrees that no person on the grounds of race, creed, color, national origin, sex, age, or disability shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in (i) the use of the Airport; or (ii) the construction of any improvements on, over, or under the Airport, and the furnishing of services thereon.

(B) Airline shall comply with all applicable nondiscriminatory requirements that may be imposed pursuant to the Federal Aviation Act of 1958, as amended; the Civil Rights Act of 1964, as amended; 49 C.F.R. Parts 21, 23, and 26, as said regulations may be amended; and state and local laws.

Section 1005. Prevailing Wage

Airline shall 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 in accordance with the provisions of the Revised Code of The City of St. Louis, Chapter 6.20.

ARTICLE XI INSURANCE, DAMAGE, AND INDEMNIFICATION

Section 1101. Insurance

(A) *General.* Airline at all times during the term hereof, shall cause St. Charles County, Missouri, St. Clair County, Illinois, St. Louis County, Missouri, the City, their officers, agents and employees and Airline to be insured on an occurrence basis against the risk of claims and demands by third persons for bodily injury (including wrongful death) and property damage arising or alleged to arise out of the acts or omissions of Airline, its officers, agents, and employees pursuant to this Agreement both on the Premises and the Airport.

(B) *Risks and Minimum Limits of Coverage.* Airline shall procure and maintain the following policies of insurance:

(i) Commercial General Liability Including Aircraft Liability with War Risk Allied Perils (Airline Liability Insurance) in an amount not less than \$300 million per occurrence and in aggregate, where applicable; provided, however, that War Risk Allied Perils coverage may be provided by the FAA War Risk Insurance Program, or other program generally available in the marketplace. Such coverage shall be single limit liability with no annual aggregate.

(ii) Automobile Liability Insurance in an amount not less than \$10 million primary (no excess), combined single limit per occurrence for automobiles used by Airline in the course of its performance hereunder, including Airline's non-owned and hired autos.

(iii) Workers' Compensation and Employer's Liability Insurance in accordance with Missouri laws and regulations. With respect to Workers' Compensation Insurance, if Airline elects to be self-insured, Airline shall comply with the applicable requirements of law. Airline shall require that all its subcontractors or licensees similarly provide such coverage (or qualify as a self-insured) for their respective employees. City, its officers, employees, or agents shall not be liable or responsible for any claims or actions occasioned by Airline's failure to comply with the provisions of this paragraph. The indemnification provisions hereof shall apply to this Section. It is expressly agreed that the employees of Airline are not employees of the City for any purpose, and that employees of the City are not employees of Airline.

(iv) Contents Insurance. Airline shall be solely responsible for obtaining insurance policies that provide coverage for losses of Airline owned property. The City shall not be required to provide such insurance coverage or be responsible for payment of Airline's cost for such insurance.

(v) Builders Risk Insurance. During any period of construction, alteration, refurbishment, demolition, excavation, installation, renovation, or reconstruction for which Airline contracts, Airline shall carry, or shall require its contractor or contractors to carry, a policy of Builders Risk Insurance in an amount sufficient to insure the value of the work. The City shall be named Loss Payee on Builders Risk coverage to the extent of the City's interest therein (except to the extent coverage relates to Airline's equipment and personal property). Airline may elect to self-insure for individual projects with a total cost of \$50,000 or less. In addition, Airline or its contractor(s) shall carry not less than \$3 million of commercial general liability (single limit liability with no annual aggregate) and not less than \$3 million of automobile liability insurance coverage (including owned, non-owned and hired vehicles) during the period of construction, alteration, refurbishment, demolition, excavation, installation, renovation, or reconstruction. The policy limits set forth in this subsection shall be per occurrence/aggregate.

(vi) Other Property Coverage. Airline shall provide an "All Risk" insurance policy providing protection from direct loss arising out of any fortuitous cause other than those perils or causes specifically excluded by norm and which covers Airline's improvements to the Premises, trade fixtures, and equipment. The City shall be named Loss Payee on such coverage to the extent of the City's interest therein (except to the extent coverage relates to Airline's equipment and personal property).

(C) *Issuers of Policies.* The issuer of each policy required herein shall be a financially sound insurance company authorized to do business in the State of Missouri. Acceptable insurers include insurance companies with an "A.M. Best Company" rating of at least an "A-," or other insurers or insurance syndicates of similar recognized responsibility.

(i) Form of Policies. The insurance may be in one or more policies of insurance.

(ii) Non-waiver. Nothing the City does or fails to do shall relieve Airline from its duties to provide the required coverage hereunder, and the City's actions or inactions shall not be construed as waiving the City's rights hereunder.

(iii) Insured Parties. Each policy, except those for Workers' Compensation, Employer's Liability, and the FAA War Risk Insurance Program, shall name the City, its officers, agents, and employees as "additional insured" on the certificate of insurance, including all renewal certificates, to the extent of Airline's indemnification obligations hereunder. Upon City's request, Airline shall provide City with an endorsement consistent with the requirements of this Subsection.

Inclusion as an “additional insured” is not intended to, and shall not, make the City a partner or joint venturer with Airline in its operations.

(iv) Deductibles. Airline shall assume and bear any claims or losses to the extent of any deductible amounts and waives any claim it may ever have for the same against the City, its officers, agents, or employees; provided, however, that nothing herein stated shall diminish Airline's rights or increase Airline's obligations in respect to its undertakings or hold harmless defense and indemnification set forth in Section 1104 hereof.

(v) Cancellation. Each policy shall expressly state that it may not be cancelled or materially modified unless 30 days advance Notice is given to the City by the insurance company, or authorized representative of Airline.

(vi) Subrogation. Each policy shall contain an endorsement by which the issuer waives any claim or right in the nature of subrogation to recover against the City, its officers, agents, or employees.

(vii) Certification of Primary Insurance. Each policy hereunder except Workers' Compensation shall be primary insurance to any other insurance available to the Additional Insured and Loss Payee with respect to claims arising hereunder.

(viii) Liability for Premium. Airline shall be solely responsible for payment of all insurance premiums required pursuant to this Agreement, and the City shall not be obligated to pay any premiums; provided, however, that if Airline fails to obtain the insurance as required herein or make premium payments, the City may, with written notification, effect such insurance or make such payments on Airline's behalf and, after Notice to Airline, the City may recover the cost of those payments with the installment of Fees, and Charges next due, plus 15% administrative charge, from Airline.

(ix) Proof of Insurance. Within thirty (30) days of the Commencement Date of this Agreement and at any time during the term hereof, Airline shall furnish the City with certificates of insurance. Airline shall use its best efforts to submit to the City a certificate showing that such insurance coverage has been renewed at least 5 days prior to the expiration of any such policy. If such coverage is canceled or materially modified, Airline shall, within 15 days after the date of such notice from the insurer of such cancellation or material modification, file with the City a certificate showing that the required insurance has been reinstated or provided through another insurance company or companies. Upon reasonable notification by the City to Airline, the City shall have the right to examine Airline's insurance policies at the Airlines' offices at the Airport.

(D) *Maintenance of Coverage.* Notwithstanding the proof of insurance requirements set forth above, it is the intention of the parties hereto that Airline, continuously and without interruption, maintain in force the required insurance coverages set forth above.

(E) *City Right to Review and Adjust Coverage Limits.* The City reserves the right at reasonable intervals throughout the term of this Agreement to cause the insurance requirements of this Article to be reviewed, at its sole cost, by an independent insurance consultant experienced in insurance for public airports, taking into consideration changes in statutory law, court decisions, or the claims history of the airline industry as well as that of Airline, and, based on the written recommendations of such consultant, after providing adequate notice to and in consultation with Airline, to reasonably adjust the insurance coverages and limits required herein but not more often than every 24 months.

Section 1102. Airline Actions Affecting Insurance

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

Section 1103. Damage to Premises

(A) *Minor Damage.* If any part of the Premises, or adjacent facilities directly and substantially affecting the use of the Premises, is partially damaged by fire or other casualty, but said circumstances do not render the Premises unusable as determined by the City, the same shall be repaired to usable condition with due diligence by the City as provided in this Section.

(B) *Substantial Damage.* If any part of the Premises, or adjacent facilities directly and substantially affecting the use of the Premises, is so extensively damaged by fire, or other casualty, as to render any portion of said Premises unusable but capable of being repaired, as determined by the City, the same shall be repaired to usable condition with due diligence by the City as provided in this Section. In such case, the fees payable hereunder with respect to affected Premises shall be paid up to the time of such damage and shall thereafter be abated ratably in the proportion that the unusable area bears to the total Premises of the same category or type of space. Such abatement in fees will continue until the affected Premises are restored adequately for Airline's use. The City shall use

its best efforts to provide alternate facilities to continue Airline's operation while repair, reconstruction, or replacement is being completed, but City shall not be obligated to do so.

(C) *Total Damage.*

(i) If any part of the Premises, or adjacent facilities directly and substantially affecting the use of the Premises, is damaged by fire or other casualty, and is so extensively damaged as to render any portion of said Premises incapable of being repaired, as determined by the City, the City shall notify Airline as soon as practicable under the circumstances after the date of such damage of its decision whether to reconstruct or replace said space. However, the City shall be under no obligation to replace or reconstruct such premises. The fees payable hereunder with respect to affected Premises shall be paid up to the time of such damage and thereafter shall cease until such time as replacement or reconstructed space shall be available for use by Airline.

(ii) If the City elects to reconstruct or replace affected Premises, the City shall use its best efforts to provide alternate facilities to continue Airline's operation while repair, reconstruction, or replacement is being completed, but City shall not be obligated to do so.

(iii) If the City elects not to reconstruct or replace the affected Premises, Airline shall have no further obligation with respect to such affected Premises.

(D) *Scope of Restoration of Premises.*

(i) The City's obligations to repair, reconstruct, or replace affected Premises under the provisions of this Section shall in any event be limited to using due diligence and best efforts to restore affected Premises to substantially the same condition that existed prior to any such damage and shall further be limited by the provisions of Subsections 1103(A)-(C). If the City elects to repair, reconstruct, or replace affected premises as provided in this Section, then Airline shall proceed with due diligence and at its sole cost and expense to repair, reconstruct, or replace its signs, fixtures, furnishings, equipment, and other items provided or installed by Airline in or about the Premises in a manner and in a condition at least equal to that which existed prior to said damage or destruction.

(ii) In lieu of the City's repair, reconstruction, or replacement of the affected premises, as provided in this Section, if Airline requests to perform said function with respect to damage under Subsections 1103(A) and (B), the City may, in its sole discretion, allow Airline to do so. Any such work by Airline must be done in accordance with the requirements of Section 801. The City shall reimburse Airline for the cost of such

authorized work performed by Airline as agreed to in writing by Airline and the City. Airline shall be considered to be doing such work on its own behalf and not as an agent or contractor of the City.

(E) *Damage From Airline Negligence.* Notwithstanding the provisions of this Section, if damage to or destruction of the Premises is due to the negligent or willful acts of Airline, its agents, servants, or employees, or those under its control, there shall be no abatement of fees during the restoration or replacement of said Premises. In addition, Airline shall have no option to delete the affected Premises from this Agreement. To the extent that the costs of repairs pursuant to this Section shall exceed the amount of any insurance proceeds payable to the City by reason of such damage or destruction, Airline shall pay the amount of such additional costs to the City. The provisions of this Subsection shall survive the expiration or termination of this Agreement.

Section 1104. Indemnification

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

- (i) the acts or omissions of Airline, its agents, employees, contractors, or suppliers;
- (ii) Airline's use or occupancy of the Airport and the Premises; and
- (iii) any violation by Airline in the conduct of Airline's Air Transportation Business or its use of its Premises or other areas or facilities at the Airport of any provision, warranty, covenant, or condition of this Agreement.

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

(B) Airline shall defend, indemnify, pay, and hold harmless the Indemnified Parties from and against all applicable taxes and assessments for which the City may become liable and which by law may be levied or assessed on the Premises, or which arise out of the operations of Airline or by reason of Airline's occupancy

of its Premises except for any taxes or assessments based on the gross or net income or gross or net receipts of the City that are not allocable to airline-related receipts. However, Airline may, at its own risk, cost, and expense, and at no cost to the City, contest, by appropriate judicial or administrative proceedings, the applicability or the legal or constitutional validity of any such tax or assessment, and the City will, to the extent permitted by law, execute such documents as are necessary to permit Airline to contest or appeal the same. Airline shall be responsible for obtaining bills for all of said taxes and assessments directly from the taxing authority and shall promptly deliver to the City, upon request by the City, copies of receipts of payment. If the City receives any tax billings falling within the scope of this paragraph, it will forward said billings to Airline. Airline shall, at its own cost and expense, defend all such claims, demands and suits, whether frivolous or not.

(C) Airline shall defend, indemnify, and hold harmless the Indemnified Parties from and against any claim, suit, demand, action, liability, loss, damage, judgment, or fine, and all costs and expenses of whatever kind or nature associated therewith in any way arising from or based in whole or substantial part upon claim or allegation of a violation of any federal, state, or local laws, statutes, resolutions, regulations, ordinance, or court order affecting the Airport, by Airline, its agents, employees, contractors, or suppliers, in conjunction with Airline's use and/or occupancy of the Premises or its operations at the Airport. Airline will, at its own cost and expense, defend all such claims, demands and suits, whether frivolous or not. Airline shall include the substance of this Subsection (C) in every contract or other agreement which Airline may enter into related to its activities at the Airport, and any such contract or other agreement shall specifically provide that the City is a third-party beneficiary of this and related provisions. This provision does not constitute a waiver of any other condition of this Agreement prohibiting or limiting assignments, subletting or subcontracting.

(D) Airline shall defend, indemnify, and hold harmless the Indemnified Parties from and against any claim, suit, demand, action, liability, loss, damage, judgment, or fine, and all costs and expenses of whatever kind or nature arising from or based in whole or part upon the presence in, or the release into, the environment or the Airport of any Hazardous Materials to the extent caused by, or resulting from, the acts or omissions of Airline or its agents, employees, contractors, invitees, licensees, or suppliers at the Airport whether resulting from negligent conduct or otherwise.

(E) If a prohibited incursion into the air operations area occurs, or if the Airfield Operations Area or sterile area security is breached, by or due to the negligence or willful act or omission of any of Airline's employees, agents, contractors, or suppliers, and such incursion or breach results in a civil penalty action against the City, Airline shall assume the defense of any such action and be responsible for any civil penalty or settlement amount required to be paid by the City as a result of such incursion or breach. The City shall notify Airline of any

allegation, investigation, or proposed or actual civil penalty sought for such incursion or breach. Civil penalties and settlement and associated expenses reimbursable under this paragraph include but are not limited to those paid or incurred as a result of violation of FAA or TSA regulations or security directives.

(F) Airline's obligation to defend and indemnify past officers, employees, and agents of the City shall apply to such persons only for claims, suits, demands, actions, liability, loss, damages, judgments, or fines arising from events, occurrences, and circumstances during which said officers, employees, and agents held their office or position with the City.

(G) The City shall promptly notify Airline of each claim, action, proceeding, or suit in respect of which indemnity may be sought by the City against Airline hereunder, setting forth the particulars of such claim, action, proceeding or suit; shall furnish Airline with a copy of all judicial filings and legal process and any correspondence received by the City related thereto; and shall tender the defense of same to Airline.

(H) The duty to defend, indemnify, hold harmless, and reimburse shall apply to any claim, demands, or suits made against the City for which Airline is responsible pursuant to this Section. Provided, however, that upon the filing by anyone of a claim with the City for damages arising out of incidents for which Airline herein agrees to indemnify and hold the City harmless, the City shall promptly notify Airline of such claim and, if Airline does not settle or compromise such claim, then Airline shall undertake the legal defense of such claim both on behalf of Airline and on behalf of the City, at Airline's expense; provided, however, that Airline shall immediately notify City if a conflict between the interests of Airline and City arises during the course of such representation. Airline shall use counsel reasonably acceptable to the City Counselor of the City or his or her designee, after consultation with the Airport Director, in carrying out its obligations hereunder. The provisions of this Section shall survive the expiration or termination of this Agreement. It is specifically agreed, however, that the City, at its option and at its own expense, may participate in the legal defense of any claim defended by Airline in accordance with this Section. Any final judgment rendered against the City for any cause for which Airline is liable hereunder shall be conclusive against Airline as to amount upon the expiration of the time for appeal therefrom. Nothing in this Article shall be deemed a change or modification in any manner whatsoever of the method or conditions of preserving, asserting, or enforcing any claim of legal liability against the City. This Section shall not be construed as a waiver of the City's sovereign or other immunity.

(I) The City, at its own expense except as otherwise provided herein, shall be invited to attend and participate in all meetings (including those related to settlement) and to appear and participate in all judicial proceedings and to the extent of its interests, approve, in writing, the terms of any settlement related to any claim, action, proceeding or suit set forth in this Section.

(J) Notwithstanding the provisions of this Section, Airline shall have no obligation to defend, indemnify, or hold harmless the City for any consequential damages or for any amounts to be paid in connection with losses, liabilities, penalties, damages of whatever nature, causes of action, suits, claims, demands, injunctive relief, judgments, awards and settlements because, and to the extent, of the negligence or willful misconduct of the City, but only if the City is conclusively determined to be more than 10% liable due to contributory negligence.

(K) This Section shall survive the expiration or termination of this Agreement. Airline understands and agrees that any insurance protection furnished by Airline pursuant to Section 1101 shall in no way limit Airline's responsibility to indemnify and hold harmless the City under the provisions of this Agreement.

Section 1105. City Not Liable

Unless otherwise expressly provided for in this Agreement, the City shall not in any event be liable to Airline for:

(A) any acts or omissions of Airline, its officers, directors, employees, agents, contractors, or suppliers, or for any conditions resulting from the operations or activities of Airline's directors, officers, employees, agents, contractors, or suppliers;

(B) Airline's failure to perform any of the obligations hereunder or for any delay in the performance thereof;

(C) any environmental condition in existence at the Airport, or any part thereof, which condition may interfere with Airline's business or other operations or activities, or which might otherwise cause damages to Airline through loss of business, destruction of property, or injury to Airline, its officers, directors, employees, agents, contractors, suppliers, passengers, invitees, or licensees except to the extent such conditions are caused by the City, its employees or agents; or

(D) bodily injury or any loss or damage to real or personal property or business income occasioned by flood, fire, smoke, earthquake, lightning, windstorm, hail, explosion, riot, strike, civil commotion, vandalism, malicious mischief, or acts of war or terrorism, or for any injury, loss or damage not caused by the negligence, willful misconduct, or bad faith of the City.

ARTICLE XII ASSIGNMENT AND SUBLETTING

Section 1201. [Intentionally Left Blank]

Section 1202. Assignments

Airline shall not assign, transfer, convey, sell, mortgage, pledge, or encumber (hereinafter collectively referred to as “Assignment”) this Agreement.

Section 1203. [Intentionally Left Blank]

Section 1204. Subleases

Airline shall not sublease its Premises.

ARTICLE XIII DEFAULT

Section 1301. Events of Default

Each of the following constitutes an “Event of Default” under this Agreement:

(A) Airline fails to punctually pay when due any Fees and Charges, or any other sum required to be paid hereunder, or fails to remit any PFC when due, or fails to comply with its PFC reporting requirements to the City, and such failure continues for a period of 15 days after Notice of non-payment or non-remittance has been given to Airline by the City.

(B) Airline fails to keep, perform and observe any promise, covenant or other provision of this Agreement for a period of 30 days after Notice specifying such failure by the City; provided, however, that any such failure which can be cured, but which cannot with due diligence be cured within such 30 day period, shall not give rise to an Event of Default if corrective action is instituted by Airline within such 30 day period and diligently pursued until the failure is corrected.

(C) Any representation or warranty of a material fact made by Airline herein or in any certificate or statement furnished to the City pursuant to or in connection herewith proves untrue in any material respect as of the date of issuance or making thereof, and such materiality is then continuing.

(D) Airline discontinues its Air Transportation Business at the Airport for a period of 60 consecutive days or, after exhausting or abandoning any further appeals, Airline is prevented for a period of 60 consecutive days by action of any governmental agency other than the City from conducting its Air Transportation Business at the Airport.

(E) Airline fails to meet and maintain any of the Security Deposit requirements in accordance with Section 506.

(F) Airline fails to maintain the minimum required insurance coverage as required by Section 1101 for a period of 30 days after Notice specifying such failure by the City, provided that the City shall have the right to immediately suspend Airline's right to operate at the Airport until Airline has obtained the minimum required insurance coverage.

(G) Airline fails to maintain true and accurate books, records, and accounts resulting in an underpayment of Fees and Charges by Airline to the City, and such underpayment continues for a period of 6 months.

(H) Airline becomes insolvent (as such term is defined under Section 101 of the Federal Bankruptcy Code, 11 U.S.C. § 101 et seq. (the "Bankruptcy Code"), or any successor statute thereto); or fails to pay its debts generally as they mature; or takes the benefit of any present or future federal or state insolvency statute; or makes a general assignment for the benefit of creditors.

(I) Airline files a voluntary petition in bankruptcy or a petition or answer seeking an arrangement of its indebtedness under the Bankruptcy Code or under any other law or statute of the United States or of any state thereof, or under any law or statute of another country; or consents to the appointment of a receiver, trustee, custodian, liquidator, or other similar official, of all or substantially all of its property; or an order for relief is entered by or against Airline under any chapter of the Bankruptcy Code.

(J) Airline is adjudged a debtor or bankrupt and/or an order is made approving a petition filed by any of Airline's creditors or stockholders seeking Airline's liquidation or reorganization under the Bankruptcy Code or under any other law or statute of the United States or any state thereof, and such order or decree is not stayed or vacated within 60 days of its issuance.

(K) A petition under any chapter of the Bankruptcy Code or an action under any federal or state insolvency law or statute, or an action under any insolvency law or statute of another country is filed against Airline and is not dismissed or stayed within 60 days after the filing thereof.

(L) By or pursuant to, or under authority of any legislative act, resolution, or rule, or any order or decree of any court or governmental board, agency or officer, a receiver, trustee, custodian, liquidator, or other similar official takes possession or control of all or substantially all of the property of Airline and such possession or control continues in effect for a period of 60 days.

(M) Airline becomes a business entity in dissolution.

(N) The letting, license, or other interest of or rights of Airline hereunder is transferred to, passed to, or devolved upon, by operation of law or otherwise, any other person, firm, corporation, or other entity, by, in connection with or as a result of any bankruptcy, insolvency, trusteeship, liquidation, or other proceedings or occurrence described in subparagraphs (H) through (M) of this Section.

(O) In accordance with the provisions of 14 C.F.R. Part 158, App. A(B)(7), as it may be amended from time to time, if any of Airline's Premises is financed in whole or in part with PFC revenue, and if Airline has an exclusive lease or use agreement for facilities at the Airport ("Exclusive Facilities"), any portion of such Exclusive Facilities is not fully utilized and is not made available for use by potentially competing airlines.

Section 1302. Termination by the City

(A) Whenever an Event of Default has occurred, the City may at its option, immediately and without further notification of such Event of Default terminate this Agreement and/or Airline's rights granted hereby, but without discharging any of Airline's obligations hereunder and, at the City's further option, exclude Airline from its Premises. The remedies set forth herein shall be in addition to all other remedies which are or may be available to the City at law or in equity to enforce the performance and observance of any obligation, agreement or covenant of Airline hereunder, including collection of amounts due.

(B) All rights and remedies given to the City herein and all rights and remedies granted to the City by law shall be cumulative and concurrent. No termination of this Agreement or the taking or recovering of the Premises shall deprive the City of any of the City's remedies or actions against Airline for Fees and Charges or for damages or for the breach of any covenant herein contained, nor shall the bringing of any action for Fees and Charges or breach of covenant, the resort to any other remedy herein provided for the recovery of Fees and Charges, or any delay in exercising such rights, be construed as a waiver of the right to obtain possession of the Premises.

(C) In no event shall this Agreement or any rights or privileges hereunder be an asset of Airline under any bankruptcy, insolvency, or reorganization proceedings.

ARTICLE XIV SURRENDER OF PREMISES

Section 1401. Surrender of Premises

(A) *Surrender of Premises.* On expiration or termination of this Agreement, or on reassignment or reallocation of the Premises as provided herein, Airline shall:

(i) peaceably surrender possession of the Premises and other space made available to Airline hereunder in a clean, sanitary, and good condition, excepting only reasonable wear and tear (taking into account repair and maintenance required to be done by Airline), acts of God, fire, and other casualties, and conditions that can be shown by Airline existed prior to Airline's use of the Premises, and the City shall have the right to

take possession of said Premises and other space made available to Airline hereunder; and

(ii) return the Premises to the City in a condition such that Hazardous Materials which were placed, stored, used, generated, treated, released, discharged, disposed, and/or spilled on, under, or about the Premises by Airline, its officers, directors, employees, agents, contractors, or suppliers do not exceed allowable levels established under applicable Environmental Laws and Environmental Permits in accordance with Section 1002(C). If the City is required under applicable Environmental Laws to undertake actions to bring the Premises into compliance with this provision, or any applicable Environmental Laws or Environmental Permits as a result of Airline's failure to timely correct same in accordance with Subsection 1002(C), Airline shall reimburse the City for any Remediation Costs incurred by the City, as provided for in Subsection 1002(E).

The City shall not be required to notify Airline to quit possession at the expiration of the term of this Agreement.

(B) *Removal of Personal Property.* Provided Airline is not in default for non-payment of Fees and Charges, or any other payment due hereunder, or non-remittance of PFCs, Airline shall have the right, on expiration or termination of this Agreement and within 30 days thereafter, to remove or dispose of all trade fixtures and equipment and other personal property installed or placed by Airline, in, on, or about the Airport. Airline shall not be entitled to remove non-trade fixtures without the advance consent of the City. If, following the expiration or termination of this Agreement, the City has immediate need to accommodate a new tenant, the City may remove and store Airline's trade fixtures, equipment and personal property, at Airline's risk.

(C) *Removal Damages.* Airline shall repair any damage caused by the removal of its trade fixtures, equipment, or personal property. Removal shall be at Airline's expense. Notwithstanding the above, consideration shall be given to the intended long-term use of the premises and if the City determines that such premises would not be maintained for a period warranting the repairs indicated above, the City may alter or waive the repair requirement of this Subsection. If the Premises are yielded or delivered to the City in need of repair, reconditioning, or restoration to the condition that existed when Airline first used the Premises pursuant to this Agreement or any preceding agreement (reasonable wear and tear taking into account repair and maintenance required to be done by Airline excepted), after reasonable notification by the City to Airline, the City shall repair or recondition said Premises and the cost thereof, plus actual administrative costs, shall be invoiced to Airline and payable immediately. The City shall determine the condition of the Premises at the expiration or termination of this Agreement.

(D) *Ownership of Fixtures and Personal Property Not Removed.* If, after 30 days following expiration or termination of this Agreement, Airline fails to remove its fixtures and other personal property from the Premises, such fixtures and personal property may be deemed abandoned. In addition to whatever other rights are available to the City, with prior notification of Airline, the City may: (i) remove, sell, or store Airline property at Airline's expense, or (ii) take title to Airline property in lieu of removal on behalf of Airline. If the City takes title to such property or otherwise disposes of the property, the City shall be entitled to all proceeds of sale of such Airline property as liquidated damages for the breach of this covenant to remove.

ARTICLE XV MISCELLANEOUS PROVISIONS

Section 1501. Relationship of Parties

Nothing herein contained is intended or shall be construed to create or establish a relationship of lessor and lessee between the City and Airline, and nothing herein shall be construed to establish any partnership, joint venture or association or to make Airline the general representative or agent of the City for any purpose whatsoever.

Section 1502. Amendment

Except as otherwise expressly provided herein, this Agreement may not be changed, modified, discharged, or extended except by written amendment duly executed by the parties.

Section 1503. Subordination to Agreements with the United States

(A) This Agreement shall be subordinated to the provisions of any existing or future agreement between the City and the United States Government or governmental authority, relating to the operation or maintenance of the Airport, the execution of which has been or will be required as a condition precedent to the granting of federal funds or the approval to impose or use PFCs for the improvement or development of the Airport. Airline shall not cause the City to violate any assurances made by the City to the United States Government in connection with the granting of such federal funds or the approval of such PFCs.

(B) All provisions of this Agreement shall be subordinate to the rights of the United States of America to operate all of the Airport or any part thereof during time of war or national emergency. Such rights shall supersede any provisions of this Agreement inconsistent with the operation of the Airport by the United States of America.

Section 1504. Subordination to Trust Indenture

(A) This Agreement and all rights granted to Airline hereunder are expressly subordinated and subject to the lien and provisions of the pledges, covenants

(including rate covenants), transfers, hypothecation, or assignments made by the City in the Trust Indenture and any Bond ordinance (including related documents authorized or approved by such ordinance) enacted by the City regarding the issuance of Bonds. The City expressly reserves the right to make such pledges and grant such liens and enter into covenants as it may deem necessary or desirable to secure and provide for the payment of Bonds, including the creation of reserves therefor.

(B) Airline understands that the City is and will be the issuer of Bonds. With respect to outstanding Bonds that may be issued in the future, the interest on which is intended to be excludable from gross income of the holders of such Bonds for federal income tax purposes under federal law, Airline shall not act, or fail to act (and will immediately cease and desist from any action, or failure to act) with respect to the use of the Premises, if the act or failure to act may cause the City to fail to be in compliance with the provisions of federal law with respect to those types of Bonds, as it now exists or may be amended, supplemented, or replaced, or the regulations or rulings issued thereunder, nor will Airline take, or persist in, any action or omission that may cause the interest on the tax-exempt Bonds either (i) not to be excludable from the gross income of the holders thereof for federal income tax purposes; or (ii) to become subject to the alternative minimum tax for federal income tax purposes.

Section 1505. Certificate in Connection with Issuance of Bonds

In connection with any issuance of Bonds by the City, upon not less than 30 days prior request by the City, Airline shall deliver to the City a statement in writing certifying:

- (A) that this Agreement is unmodified and in full force and effect (or if there have been modifications, a description of such modifications and that the Agreement as modified is in full force and effect);
- (B) that to Airline's knowledge the City is not in default under any provision of this Agreement, or, if in default, the nature thereof in detail; and
- (C) such further matters as may be reasonably requested by the City, it being intended that any such statement may be relied upon by the parties involved in such issuance of Bonds.

Section 1506. No Third Party Beneficiaries

This Agreement is for the sole benefit of the parties hereto and their permitted assigns and nothing herein expressed or implied shall give or be construed to give to any person or entity other than the parties hereto and their assigns any legal or equitable rights hereunder.

Section 1507. Counterparts

This Agreement may be executed in one or more counterparts.

Section 1508. Exhibits

All certificates, documents, exhibits, attachments, riders, and addenda referred to herein, including the exhibits referred hereto, are hereby incorporated into this Agreement by reference and made a part hereof as though set forth in full in this Agreement to the extent they are consistent with its conditions and terms.

Section 1509. Survival of Warranties

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

Section 1510. Quiet Enjoyment

Upon payment of all amounts due hereunder and performance of the covenants and agreements on the part of Airline to be performed hereunder, the City shall not act or fail to act, except as otherwise provided by this Agreement, in a manner that will prevent Airline from peaceably having and, in accordance with the terms hereof, enjoying the Premises and all rights, licenses, services, and privileges of the Airport and its appurtenances and facilities granted herein.

Section 1511. No Personal Liability

(A) The City shall not be liable for any acts or omissions of any airline or any condition resulting from the operations or activities of tenants or their representatives.

(B) No director, officer, employee, or agent of the City or Airline shall be charged personally or held contractually liable by or to the other party under any term or provision of this Agreement or because of any breach hereof or because of its or their execution of this Agreement. Any administrative complaint brought against the City relating to any aspect of this Agreement shall be brought against the City and not against named individual respondents.

Section 1512. Governing Law and Forum Selection

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

Section 1513. Communications and Notices

(A) Except as otherwise expressly provided in this Agreement, all communications, including notifications, requests, authorizations, approvals, demands, and consents provided for hereunder shall be in writing.

If to the City, to:

Airport Director
Lambert-St. Louis International Airport
10701 Lambert International Boulevard
St. Louis, Missouri 63145

with copy to:

Airport Properties Department
Lambert-St. Louis International Airport
10701 Lambert International Boulevard
St. Louis, Missouri 63145

If to Airline, to:

Airline contact info...

or to such other person or address as either the City or Airline may hereafter designate by Notice to the other in accordance with Subsection 1513(B).

(B) All Notices required by this Agreement shall be mailed via certified mail return-receipt requested, via overnight mail with receipt, or personally delivered to the City and Airline at the addresses set forth in Subsection 1513(A), with copy to:

If to the City:

Office of the City Counselor
Airport Legal Department
10701 Lambert International Boulevard
St. Louis, Missouri 63145

If to Airline:

Airline contact info...

or to such other person or address as either the City or Airline may hereafter designate by Notice.

Except as otherwise expressly provided hereunder, any such Notice shall be deemed to have been given or made: (i) if sent by certified mail, 5 days after being deposited in the mails, postage prepaid and properly addressed; (ii) if via overnight mail, the next business day; and (iii) if delivered by personal service, when delivered to the addressee.

Section 1514. Force Majeure

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

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

Section 1515. Invalid Provisions

If any covenant, condition, or 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 covenant, condition, or provision shall 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 shall be stricken. If stricken, all other covenants, conditions and provisions of this Agreement shall remain in full force and effect provided that the striking of such covenants, conditions or provisions does not materially prejudice either the City or Airline in its respective rights and obligations contained in the valid covenants, conditions, or provisions of this Agreement.

Section 1516. No Waiver

No provision of this Agreement shall be deemed to have been waived by either party unless such waiver is in writing, signed by the party making the waiver and addressed to the other party, nor shall any custom or practice that may evolve between

the parties in the administration of the terms 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 terms of this Agreement.

Section 1517. City's Rights and Remedies are Cumulative

All rights and remedies of the City as provided herein and under law are cumulative in nature.

Section 1518. Construction of Agreement

The parties hereto acknowledge that they have thoroughly read this Agreement, including any exhibits or attachments hereto and have sought and received whatever competent advice and counsel was necessary for them to form a full and complete understanding of all rights and obligations herein. The parties further acknowledge that this Agreement shall not be construed against the City by reason of the preparation of this Agreement by the City.

Section 1519. Timing

The parties expressly agree that time is of the essence in this Agreement. Failure by a party to complete performance within the time specified, or within a reasonable time if no time is specified herein, shall relieve the other party, without liability, of any obligation to accept such performance.

Section 1520. Representatives

The City and Airline shall each designate a representative who, except as otherwise provided hereunder, shall be authorized to act for the City and Airline, respectively, with respect to any actions to be taken by either of them under the terms of this Agreement. Except as specifically set forth herein, for the purposes of actions to be taken by it or by the City, the City's representative shall be the Airport Director. Airline's representative shall be designated by notifying the City. Any party hereto may change its designated representative by notifying the other party.

Section 1521. Approvals

(A) Whenever in this Agreement any approval is required, such decision shall be promptly rendered and shall not be unreasonably withheld or conditioned. No disapproval shall be valid if such disapproval constitutes an anticompetitive act as described by a federal agency having jurisdiction over such matters.

(B) Unless otherwise required by state or local law, wherever in this Agreement the approval, authorization, consent, certification, determination, waiver, or any other action of the City is required, it may be performed by the Airport Director, unless otherwise provided herein. In taking such actions, the Airport Director shall act reasonably, and take into consideration the best interest of the traveling public and the operations of the Airport.

(C) In all instances in this Agreement where consent or approval of one party is required for an action by the other party, such consent shall be in writing unless otherwise agreed by the parties.

Section 1522. Successors and Assigns

The terms, conditions, and covenants of this Agreement shall inure to the benefit of, and be binding upon, the parties hereto and upon their permitted successors and assigns and sublessees, if any. This provision shall not constitute a waiver of any prohibitions regarding Assignment or subletting contained in this Agreement.

Section 1523. Authority to Execute

The person(s) executing this Agreement on behalf of Airline warrants to the City that Airline is a duly authorized and existing corporation, that Airline is qualified to do business in the State of Missouri, that Airline has full right and authority to enter into this Agreement, and that each and every person signing on behalf of Airline is authorized to do so.

Section 1524. Entire Agreement

This Agreement, including the attached exhibits, embodies the entire agreement between the City and Airline relating to the subject matter hereof, and supersedes all prior agreements and understandings, written or oral, express or implied, between the City and Airline relating thereto.

AIRLINE NAME:

By:

Title: Date

ATTESTED:

By:

Title: Date

EXHIBIT B

PREMISES

[NO LEASED PREMISES]

EXHIBIT "C"

STATISTICAL REPORT FORMS

LAMBERT-ST. LOUIS INTERNATIONAL AIRPORT®
MONTHLY STATISTICAL REPORT
DOMESTIC FLIGHTS ONLY

Month of: _____

Air Carrier: _____

Please send to:
 Accounting Manager
 P.O. Box 10036
 St. Louis, MO 63145
 314-426-1221 fax
 Or appropriate email

ITEM	IN	OUT	TOTAL
1) FLIGHT OPERATIONS (Number of Flights)			
2) PASSENGERS *			
Originating	*****		
Terminating		*****	
CONNECTING:			
Interline (Off Line)			
Intraline (On Line)			
TOTAL PASSENGERS			
3) MAIL			
(Pounds)			
4) CARGO			
Express			
Freight			
TOTAL CARGO (Pounds)			

(*) Originating-Passengers
 Terminating-Passengers
 Interline-Passengers
 Intraline-Passengers

Beginning at STL
 Terminating at STL
 Transferring between flights on different airlines
 Transferring between flights on same airline

Certified by: _____

Title: _____

LAMBERT-ST. LOUIS INTERNATIONAL AIRPORT®

MONTHLY STATISTICAL REPORT

INTERNATIONAL FLIGHTS ONLY

Month of: _____

Air Carrier: _____

Please send to:
Accounting Manager
P.O. Box 10036
St. Louis, MO 63145
314-426-1221 fax
Or appropriate email

ITEM
1) INT'L. FLIGHT OPERATIONS (Number of Flights)
2) INT'L. PASSENGERS *
Originating – International
Terminating – International
TOTAL INT'L. PASSENGERS
3) Total Passengers clearing Federal Inspection Service
4) MAIL
(Pounds)
5) CARGO
Express
Freight
TOTAL INT'L. CARGO (Pounds)

IN	OUT	TOTAL
OFF	ON	TOTAL

x \$2.50 \$
(FIS Fee)

OFF	ON	TOTAL
OFF	ON	TOTAL

(*) Originating-Passengers
 Terminating-Passengers

Beginning at STL
Terminating at STL

Certified by: _____

Title: _____

LANDED WEIGHT REPORT

MAKE ALL CHECKS PAYABLE TO: TREASURER, CITY OF ST. LOUIS
SEND TO: AIRPORT ASSISTANT DIRECTOR OF FINANCE, P.O. BOX 10036
LAMBERT STATION, ST. LOUIS, MO 63145 (314-476-1221 fax, or e

Listed below is the landing weight report of _____
for the month of _____, 20_____.

TYPE OF AIRCRAFT	NUMBER OF SCHEDULED REVENUE ARRIVALS	NUMBER OF UNSCHEDULED REVENUE ARRIVALS*	CERTIFIED WEIGHT EACH LANDING	TOTAL CERTIFIED LANDING WEIGHT	LANDING FEE RATE PER THOUSAND POUNDS	MONTHLY LANDING FEE
				0	\$	\$
				0	\$	\$
				0	\$	\$
				0	\$	\$
				0	\$	\$
				0	\$	\$
				0	\$	\$
				0	\$	\$
				0	\$	\$
				0	\$	\$
	0			0	\$	\$
TOTAL					\$	\$
Monthly Rentance						
List Off Line						

In accordance with the Agreement, this report is due by the 15th of each month.

• including diverted flights
As Of July 2011

Certified by: _____

Title: _____

Lambert-St. Louis International Airport®

Monthly Gate Utilization Report

Month / Year: _____

Airline: _____

Gate Number: _____

Total Airline Flight Departures:

Airline:	Scheduled Departures:	Other Departures:	Airline Total:
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
Totals:	_____	_____	_____

Certified by: _____

Date: _____

**This report is due on the 15th day of the month for the preceding
calendar month's Gate Utilization Report.**

LAMBERT-ST. LOUIS INTERNATIONAL AIRPORT®
AIRLINE FOOD AND BEVERAGES SOLD REPORT

Month / Year: _____

Airline: _____

	<u>Total Sales</u>		<u>Rate</u>	<u>Amount Due</u>
Food	\$ _____	X	7.0%	\$ _____
Beverages	\$ _____	X	7.0%	\$ _____
TOTAL	\$ _____			\$ _____

Certified by: _____

Title: _____

Please send to:

**Accounting Manager
P.O. Box 10036
St. Louis, MO 63145
314-426-1221 or email**

EXHIBIT "G"

**DIVISION OF RESPONSIBILITY FOR
MAINTENANCE AND OPERATION**

Lambert-St Louis International Airport®
Division of Responsibility for Maintenance and Operation

Terminal Buildings

	Ticket Queuing	Preferential Baggage and Exclusive	Preferential Gates	Common Use	Joint Use	Public	Mechanical	Apron- Level Unenclosed Space
Building Interior								
Custodial Service	C	A	A	C	C	C	C	A
Trash and Debris Removal	C	A	A	C	C	C	C	A
Painting and Repairs\1	C\5	A	A	C	C	C	C	A
Door Locks and Keys	N/A	A	A	C	C	C	C	N/A
Pest Extermination	C	A	A	C	C	C	C	A
Decorating	C	A	A	C	C	C	C	N/A
Building Structural and Exterior\2	C	C	C	C	C	C	C	C
Electrical & Lighting\3	C	A	C\5	C	C	C	C	C
Plumbing and Sewer\4	C	A	C	C	C	C	C	C
HVAC	C	A\6	C	C	C	C	C	N/A
Utilities	C	A	C	C	C	C	C	C
Fire Protection Systems	C	A	C	C	C	C	C	C

- \1 Including, where applicable: Floor Coverings, interior walls, ceilings, windows, and doors.
 \2 Including, where applicable: roofs, exterior walls, foundations, floors, windows, and public access doors.
 \3 Including: relamping, ballasts, fixtures, outlet, and switches.
 \4 Including: fixtures and drains.
 \5 Excluding Airline equipment.
 \6 From the point of connection to the City's HVAC (chilled water, steam, conditioned air) distribution system or HVAC unit serving more than one tenant.

A – Airline
 C – City

As of July, 2011

Lambert-St Louis International Airport®
Division of Responsibility for Maintenance and Operation

Equipment

	Outbound Conveyors\1	Inbound Baggage Conveyors	City-Owned Loading Bridges\2	Airline - Owned Loading Bridges\2	Elevators, Escalators and Moving Sidewalks\3	Public Address System\4	MUFIDS	Triturator	In Line EDS System
Maintenance	\1	C	A	A	C	C	C	C	C
Replacement	\1	C	C	A	C	C	C	C	C
Cleaning	\1	C	A	A	C	C	C	C	C

\1 See Section 903 of this Agreement

\2 Including gpu, pre conditioned air, and potable water cabinets.

\3 Maintenance and repair, replacement, and cleaning of elevators within Airline's Exclusive Use Space is the responsibility of Airline.

\4 Maintenance, repair, and replacement of in-gate PA systems within Airline's Preferential Use Gates is the responsibility of Airline.

Other Areas

	Airfield	Terminal Apron	Airport Roadways
Maintenance and Repair	C	C	C
Replacement	C	C	C
Cleaning	C	C	C
Snow Removal	C	C\5	C
Lighting	C	C	C

\5 Except for pedestrian clearance.

A - Airline

C - City

As of July, 2011

Page 2 of 2

STL COMPETITION PLAN UPDATE

EXHIBIT D

2011 AOA CARGO ADDENDUM

**CITY OF ST. LOUIS
LAMBERT-ST. LOUIS INTERNATIONAL AIRPORT®
AIRLINE OPERATING AGREEMENT
AND
TERMINAL BUILDING SPACE PERMIT
CARGO ADDENDUM
[AIRLINE NAME]**

This Cargo Addendum, is dated _____, 201_, and is between The City of St. Louis, a municipal corporation of the State of Missouri (“City”), and _____, a corporation organized and existing under the laws of the State of _____ (“Airline”).

RECITALS

Airline is engaged in the business of providing commercial air transportation of property (“Air Cargo”).

Airline wishes to provide Air Cargo services at the Airport and, to that end, desires to enter into an Airline Operating Agreement and Terminal Building Space Permit (“Agreement”) for the use of the Airport.

The City is willing to grant Airline certain rights and privileges for the use of the Airport and its facilities upon the terms and conditions set forth in the Agreement.

The parties therefore agree as follows:

Section 101

The parties acknowledge that Airline, as an Air Cargo Airline, shall not operate from the Terminal Buildings (as defined in the Agreement), and that, consequently, all rights and obligations set forth in the Agreement with respect to the use of the Premises shall be inapplicable, including, but not limited to, the following Articles, Sections, Subsections and Exhibits to the Agreement: Subsections 301(A), (H), (L), (M), and (R); Article IV; Sections 502 and 504; Subsection 505(A); Sections 704, 709, 801, 903, 1103, 1204; Article XIV; and Exhibit B.

Section 102

Airline shall arrange for operating space separate from this Agreement with the City or with a third-party Airport tenant whose rights include providing such space. In addition, should Airline require to purchase ground handling services at the Airport, Airline shall make the appropriate arrangements through a third-party Airport tenant whose rights include providing such ground handling services to Air Cargo airlines. The City retains the right to review and approve any agreement for operating space and/or ground handling services entered into between Airline and such third-party Airport tenant prior to the commencement of Airline’s operations at the Airport.

IN WITNESS WHEREOF, the parties hereto for themselves, their successors and assigns, have executed this Agreement as of date first written above.

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

The foregoing Cargo Addendum was approved by the Airport Commission at its meeting on _____, 201__.

By:

Airport Commission Chairman Date

The foregoing Cargo Addendum was approved by the Board of Estimate and Apportionment at its meeting on _____, 201__.

By:

Secretary, Board of Estimate & Date
Apportionment

APPROVED AS TO FORM ONLY:

COUNTERSIGNED:

City Counselor Date

Comptroller Date

ATTESTED:

Register Date

AIRLINE NAME:

By:

Title: Date

ATTESTED:

By:

Title: Date

STL COMPETITION PLAN UPDATE

EXHIBIT E

2016 AIRPORT USE AND LEASE AGREEMENT

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



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

AIRPORT USE AND LEASE AGREEMENT

AIRLINE NAME

NO. AL-__

TABLE OF CONTENTS

ARTICLE I DEFINITIONS	1
Section 101. Meanings and Construction.....	1
Section 102. Interpretation.....	15
Section 103. Incorporation of Exhibits	15
ARTICLE II TERM OF THE AGREEMENT	16
Section 201. Term.....	16
Section 202. Holding Over	16
ARTICLE III AIRLINE RIGHTS, PRIVILEGES, AND LIMITATIONS	16
Section 301. Use of Airport	16
Section 302. Prohibition Against Exclusive Rights	23
Section 303. Restrictions on Exercise of Rights and Reservation of Rights to City	23
Section 304. Hazards	25
Section 305. Airport Security	26
Section 306. Impact on Airport Certification.....	26
Section 307. Avigation Rights	26
Section 308. Airline Summary.....	27
Section 309. Consortia.....	27
Section 310. Third-Party Fees.....	27
ARTICLE IV PREMISES	28
Section 401. General.....	28
Section 402. Leased Premises.....	28
Section 403. Preferential Use Gates.....	28
Section 404. Passenger Loading Bridges.....	29
Section 405. Accommodation in City-Controlled Facilities	29
Section 406. Accommodation in Preferential Use Gates	30
Section 407. Procedures for Accommodation in Preferential Use Gates	31
Section 408. Consolidation of Operation	32
Section 409. Relocation of Leased Premises	32
ARTICLE V RENTS, FEES, AND CHARGES.....	33
Section 501. Signatory Commitment	33
Section 502. Terminal Building Rents.....	33
Section 503. Landing Fees	34
Section 504. Passenger Loading Bridge Charges.....	34
Section 505. Other Fees and Charges	34
Section 506. Security Deposit.....	35
Section 507. Statistical Report.....	36
Section 508. Airline Records and Audit	37
Section 509. Payment Provisions.....	38
Section 510. No Other Rents, Fees, and Charges.....	39
Section 511. Security Interests.....	40
Section 512. Airline as Guarantor of its Affiliates.....	41
ARTICLE VI CALCULATION OF RENTS, FEES, AND CHARGES	41
Section 601. General.....	41

Section 602. Coordination Process	41
Section 603. Airport Flow of Funds.....	42
Section 604. Passenger Loading Bridge Charges.....	42
Section 605. Terminal Rental Rate	42
Section 606. Landing Fee Rates.....	44
Section 607. [Intentionally Left Blank]	45
Section 608. Mid-Year Rate Adjustment	45
Section 609. Year-End Adjustment to Actual and Settlement	46
Section 610. Covenant Not To Grant More Favorable Terms, Rents, Fees or Charges.....	46
ARTICLE VII CAPITAL IMPROVEMENTS.....	47
Section 701. Capital Improvements	47
Section 702. Pre-Approved 5-Year Capital Improvement Program	47
Section 703. Majority-In-Interest Approval.....	48
Section 704. Review and Approval of Material Changes to Approved Capital Improvements..	48
Section 705. Capital Improvements to Be Undertaken Without Majority-In-Interest Approval	49
Section 706. Capital Outlays.....	50
Section 707. Passenger Loading Bridge Program.....	51
Section 708. Expenditures for Planning and Preliminary Design	51
Section 709. Effect of Construction on Leased Premises	51
ARTICLE VIII TENANT IMPROVEMENTS	52
Section 801. Alterations and Improvements by Airline.....	52
Section 802. Nondisturbance of Airport Tenants and Operations.....	54
ARTICLE IX OPERATION AND MAINTENANCE OF AIRPORT	54
Section 901. Division of Responsibility	54
Section 902. Maintenance by the City	54
Section 903. Maintenance by Airline.....	55
Section 904. City Right to Enter, Inspect, and Require Corrective Action.....	57
Section 905. Failure to Maintain by Airline.....	58
Section 906. City Obligations	58
ARTICLE X COMPLIANCE WITH LAWS.....	58
Section 1001. Observance and Compliance with Laws	58
Section 1002. Compliance with Environmental Laws	59
Section 1003. Passengers with Disabilities.....	62
Section 1004. Nondiscrimination.....	63
Section 1005. Prevailing Wage.....	63
Section 1006. Federal Preemption	63
ARTICLE XI INSURANCE, DAMAGE, AND INDEMNIFICATION	63
Section 1101. Insurance	63
Section 1102. Airline Actions Affecting Insurance	67
Section 1103. Damage to Premises.....	67
Section 1104. Indemnification	69
Section 1105. City Not Liable	72
ARTICLE XII MERGERS, ASSIGNMENT, AND SUBLETTING	73
Section 1201. Airline Mergers and Consolidations	73
Section 1202. Airline Assignments.....	73

Section 1203. City Approval of Assignments.....	73
Section 1204. City Approval of Subleases.....	73
Section 1205. Method of Obtaining Approval of Subleases.....	74
Section 1206. Charges to Sublessees	74
Section 1207. Airline to Remain Liable.....	75
ARTICLE XIII DEFAULT AND TERMINATION	75
Section 1301. Events of Default	75
Section 1302. Termination by the City	77
Section 1303. Change of Term	78
Section 1304. Termination by Airline.....	78
ARTICLE XIV SURRENDER OF PREMISES	79
Section 1401. Surrender of Premises	79
ARTICLE XV MISCELLANEOUS PROVISIONS.....	80
Section 1501. Relationship of Parties	80
Section 1502. Amendment.....	80
Section 1503. Subordination to Agreements with the United States.....	81
Section 1504. Subordination to Trust Indenture	81
Section 1505. Certificate in Connection with Issuance of Bonds	82
Section 1506. No Third Party Beneficiaries	82
Section 1507. Counterparts.....	82
Section 1508. Exhibits	82
Section 1509. Survival of Warranties	82
Section 1510. Quiet Enjoyment	82
Section 1511. No Personal Liability	83
Section 1512. Governing Law and Forum Selection	83
Section 1513. Communications and Notices	83
Section 1514. Force Majeure	84
Section 1515. Invalid Provisions	85
Section 1516. No Waiver.....	85
Section 1517. City's Rights and Remedies are Cumulative.....	85
Section 1518. Construction of Agreement.....	85
Section 1519. Timing.....	86
Section 1520. Representatives	86
Section 1521. Approvals.....	86
Section 1522. Successors and Assigns.....	86
Section 1523. Authority to Execute	87
Section 1524. Entire Agreement	87

LAMBERT-ST. LOUIS INTERNATIONAL AIRPORT®
AIRPORT USE AND LEASE AGREEMENT
AIRLINE NAME

This Airport Use and Lease Agreement is entered into as of the Effective Date, and is between The City of St. Louis, a municipal corporation of the State of Missouri, and Airline Name, a corporation organized and existing under the laws of the State of _____.

RECITALS

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

Airline is engaged in the business of providing commercial air transportation as a scheduled air carrier and is certificated by the United States Government to engage in such business.

The City and certain airlines previously entered into agreements governing the use of the Airport, which expire on June 30, 2016.

Airline wishes to provide commercial air transportation at the Airport and, to that end, desires to enter into this Agreement for the use of the Airport and its facilities.

The City is willing to grant Airline certain rights and privileges for the use of the Airport and its facilities upon the terms and conditions set forth herein.

The parties, therefore, agree as follows:

ARTICLE I
DEFINITIONS

Section 101. Meanings and Construction

Except as otherwise clearly indicated by the context, the words and phrases defined in this Section shall have the following meanings when used elsewhere in this Agreement:

“Additional Airline Requirement” means, as shown on Exhibit E-4, the difference between: (i) the sum of the annual Operating and Maintenance Expenses, annual Debt Service, the annual amounts required pursuant to the Trust Indenture, the annual amount of the Debt Service Stabilization Fund Contribution, and the annual Airport Development Fund Deposit; and (ii) the sum of the Initial Requirement, the annual Non-Airline Revenues, Other Airline Revenues, the annual Interest Income, the annual Pledged PFC Revenues, and the annual amount of Rate Mitigation Program credits. The Additional Airline Requirement may be a positive or a negative number, and shall be allocated as follows: for Fiscal Year 2017, 50% to the Airfield Cost Center, and the remainder to each Terminal Cost Center, and beginning in Fiscal Year 2018, 100% to the Terminal Cost Centers. Allocation of the Additional Airline Requirement between the Terminal Cost

Centers shall be based on the percentage that results from dividing the Rented Space in each of the respective Terminal Buildings by the aggregate Rented Space in both Terminal Buildings.

“Affiliate” means any commercial air transportation company that:

- (i) is designated by Airline to the City as its Affiliate; and,
- (ii) has executed an airline operating agreement containing insurance, indemnification, and other standard provisions as required by the City; and either --
- (iii) is operating at the Airport for the benefit of Airline, under the same or substantially similar livery as Airline, and: (a) is owned by Airline, or (b) is a subsidiary of the same corporate parent of Airline, or (c) has entered into a contract with Airline in respect of such operation; or,
- (iv) if operating under its own livery, is not selling any seats on an aircraft in its own name and all seats on such aircraft are being sold in the name of Airline; or,
- (v) is operating at the Airport under a shared International Air Transport Association (“IATA”) flight designator code with Airline at the airport.

Notwithstanding the foregoing, no “major” airline, as such term is defined by the U.S. Department of Transportation, and as measured on the date of designation hereunder, may be designated as an Affiliate of Airline (unless such Affiliate is a subsidiary of Airline or of the same corporate parent as Airline). Airline shall notify the City of those commercial air transportation companies it designates as Affiliates, and when such designation is removed or when the qualifications set forth herein are no longer present. At any time, Airline may give the City 30-day notice that such commercial air transportation company otherwise meeting the definition of an Affiliate hereunder shall no longer be considered an Affiliate of Airline for purposes of this Agreement.

The Rents, Fees, and Charges of the Affiliates shall be calculated using the same methodology used to calculate Airline’s Rents, Fees, and Charges, in accordance with Article VI.

“Agreement” means this Airport Use and Lease Agreement.

“Air Transportation Business” means the carriage by aircraft of persons or property as a common carrier for compensation or hire, or the carriage of mail by aircraft in commerce, as defined in the Federal Aviation Act of 1958, as amended.

“Aircraft Parking Position” means the area on the aircraft apron adjacent to each Gate and designated by the City to serve as the position at which aircraft using each particular Gate must be parked.

“Airfield Operations Area” or “AOA” means those areas of the Airport used for the landing, taking-off, movement, and parking of aircraft, as the same now exist or as the same hereafter may be added to, modified, changed, or developed.

“Airline” means the Airline named on the signature page hereof.

“Airport” means the Lambert-St. Louis International Airport®, together with any additions, improvements, or enlargements made from time to time.

“Airport Commission” means the now existing Airport Commission of the City created by §18.08.030 of the Revised Code of the City of St. Louis, or such officer, board or commission who or which hereafter may be legally given the powers and duties given to the Airport Commission in existence on the date hereof.

“Airport Director” means the Director of Airports for the City or the person performing the functions of that office, as authorized by the City’s Mayor, or that person authorized by the Airport Director to act for or on behalf of the Airport Director with respect to any particular matter under this Agreement.

“Airport Development Fund” means the fund by the same name established pursuant to section 502 of the Trust Indenture.

“Airport Development Fund Deposit” means an amount equal to the following percentages for each respective Fiscal Year:

2017	7%
2018	9%
2019	10%
2020	11%
2021	11%

of total actual eligible Non-Airline Revenues (as shown on Exhibit E-6) received by the City during the prior Fiscal Year less annual Debt Service attributable to the Airport automobile parking areas. If the Airport Development Fund has an unencumbered balance of \$65,000,000 or greater at the end of the prior Fiscal Year, the Airport Development Fund Deposit shall be \$0.

“Allocation of Amortization and Debt Service” means an allocation among the Airline Cost Centers based on the percentage that results from dividing the sum of the Amortization and Debt Service allocated to each of the respective Airline Cost Centers in any one Fiscal Year by the aggregate Amortization and Debt Service allocated to all Airline Cost Centers in such Fiscal Year.

“Amortization” means the level annual charge required to recover the Net Cost of a Capital Improvement over the Useful Life of such Capital Improvement at the effective interest rate (a.k.a. “true interest cost” or “TIC”) of the Bonds used to finance such Capital Improvement, commencing on the first day of the month following the date in which such

Capital Improvement was placed into service. Amortization applies only to Capital Improvements financed with Bonds and placed into service before July 1, 2011.

“Apron-Level Unenclosed Space” means the unenclosed space under any of the concourses of the Terminal Building, as shown in Exhibit B.

“Assignment” means Assignment as defined in Section 1202.

“Bond or Bonds” means all bonds, notes, or other obligations issued by the City pursuant to the Trust Indenture.

“Capital Improvement” means any land purchased for the use of the Airport that has a Net Cost in excess of \$200,000; any capital asset or equipment acquired by the City at the Airport that has a Net Cost in excess of \$200,000; or any demolition, refurbishment, improvement, modification, remediation, replacement, installation, or construction of Airport facilities that has a Net Cost in excess of \$200,000, including any related planning and design, except for planning and preliminary design as provided in Section 708.

“Capital Outlay” means any equipment item or other capital asset acquired or constructed by the City that has a Net Cost of \$200,000 or less.

“City” means The City of St. Louis, Missouri.

“Commencement Date” means that certain date mutually agreed to by the parties as set forth in Section 201.

“Common Use Formula” means the formula used to prorate the total monthly rent attributable to the Common Use Space (including the monthly cost of maintaining and operating the inbound baggage claim conveyor system in the Terminal 1 Cost Center) in each Terminal Building among those airlines using such Common Use Space (the “Common User Airlines”) as follows:

- (i) 20 percent of such monthly rent or costs, as the case may be, equally among each such Common User Airlines; provided, however, that no Affiliate, while operating under such designation, shall be counted as a separate Common User Airline for this purpose; and further provided, that Common User Airlines whose Enplaned Passengers equal 3% or less of the aggregate number of Enplaned Passengers for all airlines at the Airport during the most recently available preceding 12-month period shall be counted as a single Common User Airline, and shall share the allocated rent or cost equally among them; and
- (ii) 80 percent based on the percentage that results from dividing the average monthly number of Enplaned Passengers of each Common User Airline during the most recently available preceding 12-month period by the aggregate average monthly number of Enplaned Passengers of all Common User Airlines during such period.

The results of the Common Use Formula shall be calculated by the City, and shall become effective on July 1 of every year; provided, however, that the City shall update its calculations upon the commencement of service or use by a new Common User Airline, for which the City shall estimate the average monthly number of Enplaned Passengers for purposes of the Common Use Formula calculations, or upon the cessation of service or use by a Common User Airline.

“Common Use Space” means space used in the operation of the Outbound Baggage Handling System (excluding any baggage screening checkpoint space used by TSA), the designated tug drives within the baggage make-up areas, the inbound baggage handling system, and the baggage claim areas and related facilities and appurtenances in each of the Terminal Buildings, respectively, that Airline uses on a common basis with other airlines assigned to that space, as depicted on Exhibit B.

“Cost Centers” means the areas (and functional activities associated with such areas) used in accounting for the purposes of calculating Rents, Fees, and Charges, as such areas now exist as shown on Exhibit A, or may hereafter be modified or expanded, and as more particularly described below:

(iii) “Airfield Cost Center” means areas of the airport used for the landing, taking-off, movement, and parking of aircraft at an Aircraft Parking Position, including runways, taxiways, aprons, navigational aids, hazard designation and warning devices, airfield security roads and fencing, blast fencing, lighting, clear zones and safety areas, aviation easements, including land utilized in connection therewith or acquired for such future purpose or to mitigate aircraft noise, and the fuel storage and distribution system associated with the Terminal Buildings, and associated equipment and facilities, the acquisition, construction or installation cost of which is wholly or partially paid by the City.

(iv) “Airline Cost Centers” means the Airfield Cost Center, the Terminal 1 Cost Center, and the Terminal 2 Cost Center.

(v) “Airport Administration Cost Center” means all of the activities of the City in managing and administering the Airport including: (1) the services provided by the Airport’s administrative organizational units or “Departments” (Office of the Airport Director, Administration, Finance and Accounting, Governmental Affairs, Properties, Safety, Public Relations, Marketing, Legal, Operations & Maintenance Management, Planning & Development, Engineering, Contract Administration, Materials Management, Information Technology, and any other administrative organizational units that may be established from time to time); (2) direct charges assessed to the Airport by the City for specific services rendered; (3) the overhead charges for other services provided to the Airport by the City as determined by the City using a city-wide cost allocation methodology; and (4) the costs of facilities that support the Airport’s administrative functions and activities.

(vi) “Other Buildings and Areas Cost Center” means the buildings and land owned by the City that may be leased to third parties for aeronautical and non-aeronautical purposes.

(vii) “Parking Cost Center” means the public parking facilities owned and operated by the City, which are commonly referred to as the Terminal 1 Garage, Terminal 2 Garage, and Parking Lots A, B, C, and D.

(viii) “Passenger Loading Bridges Cost Center” means the passenger loading bridges and appurtenant equipment acquired by the City on or after July 1, 2011 or in accordance with Section 707, and available for use at any of the Gates in the Terminal Buildings.

(ix) “Terminal Roadways Cost Center” means the upper (departure) and lower (arrival) roadways serving the entire terminal complex, together with the roadway system that provides access to and from Interstate 70.

(x) “Terminal 1 Cost Center” means the area comprising the west portion of the passenger terminal complex, also known as the main terminal building, together with concourses A, B, C and D, including all supporting and connecting structures and facilities and all related appurtenances to said building and concourses, but excluding City-owned loading bridges acquired before July 1, 2011.

(xi) “Terminal 2 Cost Center” means the following two sub-Cost Centers:

(1) “Terminal 2” which is the unit terminal building situated at the east end of the passenger terminal complex, including Gates E2 through E25, as well as Gates E34, E36, E38 and E40, and all supporting and connecting structures and facilities and all related appurtenances, excluding City-owned loading bridges acquired before July 1, 2011; and

(2) the “International Facilities” which is the area comprising the federal inspection services (FIS) area, Gates E29, E31, and E33 (as designated by the City from time to time), together with all associated office and operation space, and related appurtenances, excluding City-owned loading bridges.

(xii) “Terminal Cost Centers” means the Terminal 1 Cost Center and the Terminal 2 Cost Center.

“Debt Service” means Debt Service as defined in section 101 of the Trust Indenture. For purposes of this Agreement, Debt Service shall exclude Debt Service related to Capital Improvements undertaken pursuant to Subsection 705(A)(viii).

“Debt Service Reserve Account” means the account by the same name established pursuant to section 502 of the Trust Indenture.

“Debt Service Stabilization Fund” means the fund by the same name established pursuant to section 502 of the Trust Indenture.

“Debt Service Stabilization Fund Contribution” means an amount equal to the amount of the Rate Mitigation Program in any one Fiscal Year that is to be deposited in the Debt Service Stabilization Fund in that same Fiscal Year. The Debt Service Stabilization Fund Contribution shall be allocated among each of the Airline Cost Centers based on the Allocation of Amortization and Debt Service.

“Depreciation Charges” means the Net Cost of a Capital Improvement divided by its Useful Life. Depreciation Charges may be imposed in accordance with Subsections 604(A)(ii), 605(A)(vi) and 606(A)(v) only for Capital Improvements that are undertaken pursuant to Subsection 705(A)(i)-(vii) and that are not funded from Bond proceeds.

“Dual Customs” means a location or locations at the Airport in which, both: (1) U.S. customs authorities provide customs clearance service to air cargo entering the U.S. from Mexico, and (2) Mexican customs authorities establish and provide customs pre-clearance services for air cargo going to Mexico from the U.S.

“Effective Date” means the date in which this Agreement has been duly signed and executed by both the City and Airline, as shown on the signature page of this Agreement.

“Enplaned Passengers” means all originating and on-line and off-line connecting passengers of Airline and of all other airlines enplaning at any of the Terminal Buildings, but excluding through passengers.

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

U.S.C. §2601 *et seq.*; the Atomic Energy Act, 42 U.S.C. §2011 *et seq.*; and the Nuclear Waste Policy Act of 1982, U.S.C. §10101 *et seq.*, as such statutes and laws may be amended from time to time, all regulations, rules, executive orders, policies and instructions pertaining to and lawfully promulgated pursuant to such statute or law as they now exist or may be amended from time to time.

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

“Event of Default” means an Event of Default as defined in Section 1301.

“Exclusive Use Space” means that space within the Terminal Buildings, including Airline’s operational, administrative and ticket counter space, as depicted on Exhibit B, in which Airline is granted the right to occupy and use to the exclusion of others, in accordance with the provisions of Article IV.

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

“Fiscal Year” or “FY” refers to the City's fiscal year and means the twelve-month period commencing July 1 and extending through June 30 of the following calendar year (and identified by the calendar year in which it ends), or such other fiscal year as the City may establish by ordinance.

“Gate” means each area from which passengers enplane or deplane aircraft, including the associated holdroom and passenger loading bridge, and related tenant improvements.

“Gross Space” means the entirety of any particular area of the Terminal Buildings measured, as appropriate for each area, from the primary interior surface of the exterior walls and from the centerline of interior partitions, or, in the absence of such interior partitions, the point where such centerline would be located if such interior partitions existed, expressed in square feet.

“Hazardous Materials” means friable asbestos or asbestos-containing materials, polychlorinated biphenyls (PCBs), petroleum, crude oil, or natural gas, or source material or byproducts thereof, special nuclear material, pesticides, hazardous waste, toxic substance, or any material defined or treated as a hazardous substance, regulated special waste, pollutant or contaminant (or comparable term) under any of the Environmental Laws.

“Interest Income” means the operating income amounts recorded in the Interest Income account of the Airport's general ledger.

“Initial Requirement” means the sum of the Initial Terminal Requirement for each Terminal Cost Center calculated in accordance with Subsection 605(C) and the Initial Airfield Requirement calculated in accordance with Subsection 606(B).

“Joint Use Formula” means the formula used to prorate the total monthly rent attributable to the Joint Use Space in each area of the Terminal Buildings (e.g., concourse operational area) among those parties using such area (the “Joint User Parties”) based on the percentage that results from dividing the relevant square footage attributable to the Exclusive Use Space or Preferential Use Gates of each of the Joint User Parties in that area by the aggregate leasable square footage within such area.

“Joint Use Space” means the areas in the Terminal Buildings that Airline uses jointly with other parties assigned to those areas, as depicted on Exhibit B.

“Landed Weight” means the sum of the Maximum Certificated Gross Landed Weight for all Revenue Aircraft Arrivals over a stated period of time, rounded to the nearest thousand pounds.

“Landing Fee Rate” means any Landing Fee Rate established pursuant to Section 606.

“Landing Fees” means the fees payable by Airline for the use of the Airfield Operations Area in accordance with Section 503.

“Leased Premises” means, at any time, for Airline, those areas and facilities in the Terminal Buildings which, pursuant to Article IV, are leased to Airline for its exclusive, preferential, joint, or common use and occupancy, consisting of Exclusive Use Space, Preferential Use Gates, Preferential Baggage Make-Up Area, Joint Use Space, Common Use Space, Ticket Counter Queuing Space, and Apron-Level Unenclosed Space, as depicted in Exhibit B.

“Majority-In-Interest” means those Signatory Airlines that: (i) represent no less than 50% plus one in number of the Signatory Airlines operating at the Airport at the time of the voting action, and (ii) having paid no less than 66.67% of the total aggregate Rents, Fees, and Charges paid by all Signatory Airlines operating at the Airport during the immediately preceding Fiscal Year. Each Signatory Airline shall have one vote. No airline shall be deemed to be a Signatory Airline for purposes of this definition if such airline is under an Event of Default pursuant to, and has received Notice in accordance with, Section 1301.

“Maximum Certificated Gross Landed Weight” means, for any aircraft operated by an airline, the maximum certified gross landing weight in one thousand pound units of such aircraft as certified by the FAA and as listed in Airline's FAA-approved Flight Operations Manual.

“Net Cost” means, with respect to a Capital Improvement or a Capital Outlay, the total project cost (including actual construction costs; architectural and engineering fees, program management fees, testing and inspection fees, construction management fees,

permit fees, and other direct or allocable fees; interest during construction; and allocable out-of-pocket financing costs), less funds from any federal or state grants-in-aid or Passenger Facility Charge used in funding the Capital Improvement or Capital Outlay.

“Non-Airline Revenues” means revenues received by the City from non-airline sources less Operating and Maintenance Expenses attributable to the Parking Cost Center. As of the Effective Date, such revenues are recorded in the accounts or group of accounts of the Airport’s general ledger listed in Exhibit E-6. All future revenues from non-airline sources shall be treated in like manner.

“Nonpreferential Gate Use Fee” means the fair, reasonable, and nondiscriminatory fee, established by Airline, with the prior approval of the City, for the use of Airline’s Preferential Use Gates by a nonpreferential gate user. The Nonpreferential Gate Use Fee may include a space use component as well as an allowance for the use of Airline-owned equipment and furnishings considered to be essential for the use of that Gate, such as seating, podiums, and the associated passenger loading bridge. The City may disapprove a Nonpreferential Gate Use Fee that exceeds the recovery of reasonable costs. If the City and Airline cannot agree on the amount of the Nonpreferential Gate Use Fee before it must be imposed on a nonpreferential gate user, the City, in its sole discretion, shall establish the fee.

“Nonsignatory Airline” means an airline using the Airport which is not a Signatory Airline.

“Nonsignatory Landing Fees” means the Landing Fees paid by Nonsignatory Airlines.

“Nonsignatory Terminal Rents” means the rents paid by Nonsignatory Airlines for space they occupy in the Terminal Buildings.

“Notice” means a communication between the parties to this Agreement performed in accordance with the requirements of Subsection 1513(B).

“Operating and Maintenance Expenses” means, as defined in section 101 of the Trust Indenture, as follows: the City’s expenses for operation, maintenance, repairs, ordinary replacement and ordinary reconstruction of the Airport, including a reasonable reserve for uncollectible revenues, and shall include, without limitation, administrative and overhead expenses, insurance premiums, deposits for self-insurance, legal, engineering, consulting, accounting or other professional service expenses, union contribution, payments to pension, retirement, group life insurance, health and hospitalizations funds, or other employee benefit funds, costs of rentals of equipment or other personal property, costs of rentals of real property, costs incurred in collecting and attempting to collect any sums due the City in connection with the operation of the Airport, and any other expenses required to be paid by the City under the provisions of the Trust Indenture or by laws or consistent with standard practices for airports similar to the properties and business of the Airport and applicable in the circumstances, including, without limitation, an allocable share of administrative personnel costs incurred by the City at locations other than the

Airport in connection with the operations of the Airport, and the expenses, liabilities and compensation of the fiduciaries required to be paid under the Trust Indenture, all to the extent properly attributable to the Airport. Operating and Maintenance Expenses shall not include any capital development cost or any allowance for depreciation or any operation or maintenance costs for special facilities where the lessee is obligated under its special facilities lease to pay such expenses. For purposes of this Agreement, Operating and Maintenance Expenses shall also include the gross receipt payments transferred annually from the Airport's revenue fund to the general fund of the City, as authorized by City ordinance, and as provided for in section 504(B) of the Trust Indenture, and the cost of Capital Outlays.

"Other Airline Revenues" means revenues other than Signatory Airline Rents, Fees, and Charges, such as charges for services and utilities, tenant improvement surcharges, and other similar charges. As of the Effective Date, such revenues are recorded in the accounts or group of accounts of the Airport's general ledger listed in Exhibit E-6. All future similar revenues shall be treated in like manner.

"Outbound Baggage Handling System" means the complete outbound (including inline baggage screening matrix) baggage handling systems for each of the Terminal Buildings used to move the passenger checked luggage from the ticket counter and curbside baggage drop-off areas to the baggage make-up areas.

"Outbound Baggage Handling System Formula" means the formula used to prorate the total monthly cost of maintaining and operating the Outbound Baggage Handling System in each Terminal Building among those airlines using such Outbound Baggage Handling System in that particular Terminal Building (the "System User Airlines") as follows:

- (i) 20 percent of such monthly costs equally among each such System User Airlines; provided, however, that no Affiliate, while operating under such designation, shall be counted as a separate System User Airline for this purpose; and further provided, that System User Airlines whose Enplaned Passengers equal 3% or less of the aggregate number of Enplaned Passengers for all airlines at the Airport during the most recently available preceding 12-month period shall be counted as a single System User Airline, and shall share the allocated cost equally among them; and
- (ii) 80 percent based on the percentage that results from dividing the average monthly number of bags processed by the Outbound Baggage Handling System for each System User Airline during the most recently available preceding 12-month period by the aggregate average monthly number of bags processed by the Outbound Baggage Handling System for all System User Airlines during such period.

The results of the Outbound Baggage Handling System Formula shall be calculated by the City, and shall become effective on July 1 of every year; provided, however, that the City shall update its calculations upon the commencement of service or use by a new

System User Airline, for which the City shall estimate the average monthly number of bags to be processed by the Outbound Baggage Handling System for purposes of the Outbound Baggage Handling System Formula, or upon the cessation of service or use by a System User Airline.

“Pledged PFC Revenues” means Pledged PFC Revenues as defined in section 101 of the Trust Indenture.

“Partner” means any commercial air transportation company that:

- (i) is a Signatory Airline;
- (ii) is operating at the Airport under a shared International Air Transportation Association (IATA) flight designator code with Airline at the Airport; and
- (iii) sells seats on flights in or out of the Airport in the name of Airline.

“Passenger Facility Charge” or “PFC” means charges imposed by the City pursuant to 49 U.S.C. §40117, as amended or supplemented from time to time, and 14 C.F.R. Part 158, as amended or supplemented from time to time.

“Passenger Loading Bridge Charge” means the charge payable for the use of City-owned passenger loading bridges assigned to Airline as established in accordance with Section 604.

“Preferential Baggage Make-Up Area” means the baggage make-up area within the Terminal Buildings, as depicted on Exhibit B, in which Airline holds priority over other as to use; provided, however, that Airline shall provide access to another airline immediately upon request by such airline to allow for the retrieval of bags missorted by the Outbound Baggage Handling System without unreasonable interference with each other’s operations.

“Preferential Use Gates” means those Gates within the Terminal Buildings, as depicted on Exhibit B, in which Airline holds a priority over others as to use in accordance with the provisions of Article IV.

“Rate Mitigation Program” means the credits made annually by the City, subject to annual appropriations and the terms of the Trust Indenture, from the Debt Service Stabilization Fund in an amount not to exceed \$13.728 million each Fiscal Year for the purpose of mitigating the amount of the then current Rents, Fees, and Charges; provided, however, that the Debt Service Stabilization Fund shall be replenished annually by an amount equal to the amount appropriated for use in the Rate Mitigation Program during such Fiscal Year. Rate Mitigation Program credits shall be allocated among each of the Airline Cost Centers based on the Allocation of Amortization and Debt Service.

“Remediation Costs” means any reasonable losses, expenses, or costs incurred by the City in connection with environmental remediation: (i) required by the appropriate governmental agency responsible for enforcing applicable Environmental Laws or

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

"Remote Parking Fee" means the fee payable by Airline to the City for the privilege of parking aircraft for a period of time in excess of 4 hours anywhere other than the Airline's designated Aircraft Parking Position(s).

"Renewal and Replacement Fund" means the fund by the same name established pursuant to section 502 of the Trust Indenture.

"Rented Space" means the sum of the Leased Premises of the Signatory Airlines.

"Rents, Fees, and Charges" means for any Fiscal Year, the rents, fees, and charges payable by Airline pursuant to Articles V and VI. The definition of Rents, Fees, and Charges excludes Passenger Facility Charges.

"Requesting Airline" means an airline requesting the right to use, in common with Airline, all or a designated portion of Airline's Preferential Use Gates in accordance with the provisions of Section 406.

"Revenue Aircraft Arrival" means each landing of an aircraft at the Airport, except: (i) landing of an aircraft that departs from the Airport and returns, without having landed at another airport, for meteorological, mechanical, safety, or any other emergency purpose; (ii) the landing of aircraft during training flights; or (iii) the landing of aircraft during maintenance test flights.

"Rules and Regulations" means those lawful, reasonable, and not unjustly discriminatory rules and regulations, including ordinances and operating directives, promulgated by the Airport Director, the Airport Commission, or the City from time to time for the orderly operation of the Airport.

“Security Deposit” means an irrevocable letter of credit or other instrument acceptable to the City provided pursuant to Section 506.

“Signatory Airline” means, at any time, each one of the airlines which then has executed an agreement with the same expiration date, and containing substantially similar terms and conditions as this Agreement.

“Signatory Commitment” means the irrevocable commitment made by Airline such that the aggregate Landing Fees payable to the City in accordance with Section 503 during the Term for itself and its Affiliates shall be no less than \$1,000,000, regardless of the level of activity during the Term; provided, however, that if the Commencement Date is other than July 1, 2016, the Signatory Commitment shall be prorated for the balance of the Term based on the number of months beginning with the calendar month following the Commencement Date, so that the Signatory Commitment shall equal \$16,666.67 multiplied by the number of months in the Term.

“Term” means the Term as defined in Section 201.

“Terminal Buildings” means the terminal complex area comprised of the Terminal 1 Cost Center and the Terminal 2 Cost Center.

“Terminal Rental Rate” means the rental rate payable for the Leased Premises assigned to Airline in each of the Terminal Buildings as established in accordance with Section 605.

“Ticket Counter Queuing Space” means the public area in front of, and extending 15 feet from, Airline’s ticket counters, as shown on Exhibit B.

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

“Trust Indenture” means the Amended and Restated Indenture of Trust between the City and UMB Bank, N.A., Trustee, dated as of October 15, 1984, as Amended and Restated as of July 1, 2009, and as further amended or supplemented from time to time. The City shall provide to Airline a copy of all such amendments and supplements.

“Usable Space” means the Gross Space of the particular Terminal Building, less any mechanical, electrical, and other utility space.

“Useful Life” means the estimated period of time in which the Net Cost of a Capital Improvement is recovered through Amortization or Depreciation Charge. Useful Life shall be determined by the City based on generally accepted accounting practices.

Section 102. Interpretation

- (A) References in the text of this Agreement to articles, sections, paragraphs, or exhibits pertain to articles, sections, paragraphs, or exhibits of this Agreement, unless otherwise specified.
- (B) The terms “hereby,” “herein,” “hereof,” “hereto,” “hereunder,” and any similar terms used in this Agreement refer to this Agreement.
- (C) Words importing persons shall include firms, associations, partnerships, trusts, corporations, and other legal entities, including public bodies, as well as natural persons.
- (D) Any headings preceding the text of the articles and sections of this Agreement, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction, or effect.
- (E) Words importing the singular shall include the plural and vice versa. Words of any gender shall be deemed to include correlative words of the other gender.
- (F) The term “including” shall be construed to mean “including without limitation,” unless otherwise expressly indicated.
- (G) All references to number of days shall mean calendar days.
- (H) Words used in the present tense include the future.

Section 103. Incorporation of Exhibits

The following Exhibits are hereby made a part of this Agreement:

Exhibit A – Cost Centers

Exhibit B – Leased Premises

Exhibit C – Statistical Report Forms

Exhibit D – Area Measurement Policy, Measurement Rules

Exhibit E – Illustrative Calculation of Rates and Charges

Exhibit F – Application of Airport Revenues Under Trust Indenture

Exhibit G – Division of Responsibility for Maintenance and Operation

Exhibit H – Pre-Approved 5-Year Capital Improvement Program

ARTICLE II TERM OF THE AGREEMENT

Section 201. Term

The term of this Agreement (“Term”) shall commence on July 1, 2016 (the “Commencement Date”), and shall expire at midnight local time on June 30, 2021, unless sooner terminated pursuant to the provisions hereof.

Section 202. Holding Over

If Airline holds over after the expiration or early termination of this Agreement, the resulting tenancy shall be for an indefinite period of time on a month-to-month basis, during which tenancy the parties to this Agreement shall continue to adhere to all covenants, conditions and provisions of this Agreement; provided, however that, unless otherwise agreed to by the Airport Director with the approval of the Airport Commission, Airline shall be deemed to be a Nonsignatory Airline for purposes of Sections 703, 704 and 705, and shall pay to the City the rents, fees, and charges then applicable to Nonsignatory Airlines. Acceptance by the City of payment of Rents, Fees, and Charges after expiration or early termination of this Agreement shall be deemed to be payment on account, and shall not operate to waive or modify any provision of this Section.

ARTICLE III AIRLINE RIGHTS, PRIVILEGES, AND LIMITATIONS

Section 301. Use of Airport

Subject to the terms of this Agreement, Airline shall have the right to conduct its Air Transportation Business at the Airport and to perform all operations and functions that are incidental or necessary to the conduct of such business at the Airport. Nothing in this Article shall be construed as authorizing Airline to conduct any business separate and apart from the conduct of its Air Transportation Business at the Airport. Any rights not specifically granted to Airline for its use of and operations at the Airport pursuant to this Agreement are hereby reserved for and to the City.

(A) *Use in Common of Terminal Buildings.* Airline shall have the right to use, in common with, and subject to the rights of others so authorized, the public areas and public facilities of the Terminal Buildings.

(B) *Use in Common of Airfield Operations Area.*

(i) Airline shall have the right to use the Airfield Operations Area, in common with others so authorized, to land, takeoff, fly over, taxi, tow, park, and condition Airline's aircraft. Airline shall not knowingly permit, without the consent of the City, the use of the Airfield Operations Area or any portion thereof by any aircraft operated or controlled by Airline that exceeds the design strength or capability of such area as reasonably established by the City.

(ii) Airline shall have the right to park, service, load, and unload its aircraft only in Airline's designated Aircraft Parking Position(s) or in other areas designated by the City for that purpose, subject to the availability of space.

(C) *Airline Operations.* Airline shall have the right to handle reservations; sell tickets, including electronic tickets; document shipments; and load and unload persons, property, cargo, and mail, including interlining with other airlines.

(D) *Maintenance of Aircraft and Equipment.* Airline shall have the right to conduct routine servicing by Airline, or by its suppliers of materials or by its furnishers of routine services, of aircraft operated by Airline or by other airlines with which Airline has an approved handling agreement, at its assigned Aircraft Parking Position(s), or as otherwise permitted by the City's Rules and Regulations; provided, however, that Airline shall not do, or permit to be done any heavy maintenance (e.g., engine changes, control surface replacements and overhauls) at its assigned Aircraft Parking Position(s) unless such maintenance is consented to by the City. Airline shall restrict its maintenance and/or repairs of ground support equipment (e.g., baggage carts, power units, and trucks) only to areas designated by the City for that purpose. The City reserves the right to require all third-party suppliers of materials or furnishers of services doing business at the Airport to secure a permit from the City, to comply with all applicable Rules and Regulations, and to pay any applicable fees to the City for conducting such activity at the Airport. All Hazardous Materials used and wastes generated in the course of maintenance of aircraft and equipment by Airline and its suppliers, contractors and agents shall, as between the City and Airline, be the sole responsibility of Airline and such materials shall be managed in full conformance with all applicable Environmental Laws and Environmental Permits.

(E) *Ramp Support.* Subject to applicable fees and charges, Airline shall have the right to use water, electric power, telephone, and preconditioned air systems, to the extent supplied by the City, at or adjacent to Airline's assigned Aircraft Parking Positions. To the extent such systems are not supplied by the City, Airline shall have the right to purchase, install, use, and maintain, at Airline's assigned Aircraft Parking Positions, equipment and services necessary for loading, unloading, and general servicing of Airline's aircraft, auxiliary power systems, air start systems,

preconditioned air systems, and other miscellaneous aircraft and aircraft-related support equipment and facilities.

(F) *Storage and Use of Fuels, Lubricants, and Deicing Fluids.* Airline shall have the right to erect or install and maintain on the Airport, only at locations designated, and in a manner approved by the City, adequate storage facilities for fuels, lubricants, and deicing fluids, together with the necessary pipes, pumps, motors, filters and other appurtenances incidental to the use thereof. Airline shall install, maintain, and operate such storage facilities in full compliance with all applicable federal, state and local laws and regulations, and in accordance with insurance underwriters' standards. As between Airline and City, Airline is solely responsible for obtaining and complying with any necessary Environmental Permits for such storage facilities in accordance with applicable Environmental Laws. The City reserves the right to assess a reasonable rental or use charge for any such storage areas, if located outside the Leased Premises.

(i) Airline shall apply deicing/anti-icing fluids only in areas in which appropriate containment systems are operational, or in areas otherwise designated by the City after consultation with the Signatory Airlines. The City reserves the right to include the costs associated with the operation and maintenance of containment systems in the Airfield Cost Center.

(ii) All non-hydrant fueling trucks shall be reasonably approved by the City, including their routing and parking locations.

(iii) Airline shall comply with the Airport's storm water management plan and pollution prevention plan in regard to the use and release of deicing/anti-icing fluids and fuels [see Subsection 1002(H)].

(G) *Personnel.* Airline shall have the right to hire and train personnel in the employ of or to be employed by Airline at the Airport.

(H) *Customer Service.* Airline shall have the right to provide to its passengers such services that Airline normally provides at similar airports, such as skycaps and wheelchair services. Airline shall not provide any type of motorized passenger cart services within the Terminal Buildings without the approval of the City.

(I) *Test of Aircraft and Equipment.* Airline shall have the right to test aircraft and other equipment owned or operated by Airline; provided that such testing is incidental to the use of the Airport in the operation by Airline of its Air Transportation Business and will not hamper or interfere with use of the Airport and its facilities by others entitled to use of the same. The City reserves the right to restrict any testing operations it deems to interfere with the safe and efficient use of the Airport and its facilities or to create excessive noise as determined by the City.

(J) *Sale, Disposal, or Exchange of Equipment and Products.* Airline shall have the right to sell, dispose, or exchange aircraft, engines, accessories, gasoline, fuel,

oil, lubricants, deicing fluid, and other equipment of Airline, only in areas designated by the City and in conformance with all applicable federal, state, and local laws and regulations.

(K) *Use of Ground Transportation.* Airline shall have the right to load and unload persons, property, cargo, and mail by motor vehicles or other means of conveyance, operated by itself or provided by third-party suppliers, as Airline may desire or require in the operation of its Air Transportation Business, via routes and at locations at the Airport designated by the City; provided, however, that the City reserves the right to require such third-party supplier or suppliers to secure a permit from the City, to comply with all applicable Rules and Regulations, and to pay any applicable fees to the City to conduct such activity at the Airport.

(L) *Modification of Leased Premises.* Airline shall have the right to conduct the following activities within its Leased Premises, subject to the approval and permitting requirement provisions of Article VIII:

(i) build, install, maintain and operate facilities and equipment for all activities related to its Air Transportation Business at the Airport, including: check-in and ticket counters; reservations offices; administrative offices; operations offices; lockers, restrooms, and related facilities for its employees; and baggage, cargo, and mail handling and storage space; provided, however, that the particular Leased Premises are designed to be used for said purpose or that said use has been approved by the City;

(ii) install and maintain personal property, including furniture, furnishings, supplies, machinery, and equipment deemed necessary or prudent for the operation of its Air Transportation Business; title to such personal property shall remain with Airline, subject to the provisions of this Agreement;

(iii) install and maintain wall treatments, banners, and other identifying signs, subject to the prior approval of the City, and provided that such signs shall be substantially uniform in size, type, and location with those of other Signatory Airlines, harmonious and in keeping with the pattern and decor of the Terminal Buildings, and consistent with the City's graphics standards and standards for mounting; and

(iv) construct modifications, finishes, and improvements deemed necessary or prudent for the operation of its Air Transportation Business.

(M) *Airline Clubs.* Airline shall have the right to furnish and operate a preferred customer, VIP club, or similar private club. In addition to its space rents, Airline shall pay a concession fee if it provides goods or services for a charge, which concession fee shall be the applicable concession fee rate for like sales payable at the Airport; provided that no such payment shall be required with respect to: (i) goods or services obtained from concessionaires already obligated to make

payments to the City with respect to such goods or services, (ii) the rent of conference room space within the club, and (iii) club membership fees, including reciprocal club membership fees, or fees for passes (including day passes) for entry to the club. Notwithstanding the above, club membership fees shall be exempt from concession fees. At Airline's option, such preferred customer or VIP club may be shared with one or more other airlines.

(N) *Handling Arrangements.* Airline shall have the right to enter into or conduct handling arrangements as part of its Air Transportation Business at the Airport.

(i) The rights granted to Airline pursuant to this Article may be exercised on behalf of Airline by its Affiliates, by other Signatory Airlines, or by third-party suppliers; provided, however, that the City reserves the right to require such third-party suppliers to secure a permit from the City, to comply with all applicable Rules and Regulations, and to pay any applicable fees to the City to conduct such activity at the Airport.

(ii) Airline may exercise on behalf of its Affiliates, other Signatory Airlines, or their Affiliates any of the rights granted Airline under this Article, so long as Airline is concurrently exercising those same rights in the operation of Airline's own Air Transportation Business at the Airport, subject to Rents, Fees, and Charges applicable to such activities.

(O) *Airport Access.* Airline shall have the right of ingress to and egress from the Airport including its Leased Premises and the public areas and public facilities of the Terminal Buildings, for Airline's employees, agents, contractors, passengers, guests, invitees, licensees, suppliers of materials and providers of service, and its or their equipment, vehicles, machinery, and other property; provided, however, that the foregoing shall not preclude the City from: (i) subjecting such persons to the City's Rules and Regulations, (ii) requiring such persons to enter into an agreement with the City when such access is required on an ongoing basis, or (iii) imposing any charge, permit or license fee for the right to do business at the Airport; further provided, however, that ingress to and egress from the Airport may be conditioned on adherence to security requirements, and may be limited on temporary bases for security reasons.

(P) *Right to Purchase Services and Products.* Airline shall have the right to purchase or contract for services and products subject to the limitations contained herein:

(i) Airline may purchase or otherwise obtain products of any nature, including aircraft, engines, accessories, gasoline, oil, grease, lubricants, fuel, propellants, passenger supplies and other materials, equipment, supplies, articles, and goods, used or acquired by Airline in connection with or incidental to Airline's Air Transportation Business at the Airport from any person or company; provided, however, that the City reserves the right to require such person or company to secure a permit from the City, to

comply with all applicable Rules and Regulations, and to pay any applicable fees to the City to conduct such activity at the Airport.

(ii) Airline shall have the right to contract with a third party or Airline-owned ground handler to provide to it or to perform for it any of the services or functions which it is entitled to perform hereunder, provided that such third party must maintain any permits and pay all fees required by the City. The contractual relationship between any third party and Airline shall not affect in any way the fulfillment of Airline's obligations, including those of insurance and indemnification for activities, hereunder.

(iii) Any suppliers, contractors or agents performing services for, or selling products to, Airline at the Airport shall conform to applicable performance standards, lease requirements, and the City's Rules and Regulations, including any permit requirement or payment of fees required by the City.

(Q) *Communications and Weather Equipment, Multi-User Flight Information Display System (MUFIDS) and Public Address System.* Airline shall have the right to use the following communications equipment, flight information displays, and public address systems in conjunction with the conduct of its Air Transportation Business:

(i) Subject to the prior approval of the City and conditions stated below, Airline shall have the right to install, maintain, and operate, alone or in conjunction with any other Signatory Airline(s), or through a nominee, such radio, telecommunications (both wireline and wireless), meteorological, aerial navigation, and computer equipment, facilities and associated wiring, as may be necessary for the conduct of Airline's Air Transportation Business at the Airport. The location of such equipment and facilities, method of installation, and type of equipment shall be subject to the prior approval of the City. The City may require modification, removal, or relocation of such equipment if it interferes with other communication, meteorological, or aerial navigation systems operated by the City, other tenants, or governmental agencies. Such modification, removal, or relocation shall be at the City's sole cost. The City shall have the right to charge a fee, surcharge, or rental charge for any equipment location outside of Airline's Leased Premises. The City retains the right to impose reasonable and non-discriminatory access fees to third-party telecommunications and data service providers

(ii) Airline shall provide electronic flight arrival and departure information through City-installed systems and shall cooperate with the City's installation and maintenance of centralized and remote flight information displays.

(iii) Airline shall have the right to use, in common with others so authorized, the public address system serving the Terminal Buildings. Airline shall not install, cause to be installed, or use any other public address system at the Terminal Buildings without the prior approval of the City.

(iv) Airline shall comply with the Airport's RF Systems Antenna/Radio Frequency Policy, as amended from time to time.

(R) *Food and Beverage.* Airline shall have the following rights to prepare, package, and/or distribute food and beverages with respect to the conduct of its Air Transportation Business at the Airport:

(i) Airline shall have the right to purchase, prepare, and/or package food and beverages to be distributed at no cost to passengers of Airline, its Affiliates, or Partners without paying the applicable concession fee. Airline shall pay a concession fee for all food and beverages purchased, prepared, and/or packaged to be sold at the Airport; provided that no such payment shall be required with respect to food and beverages obtained from vendors already obligated to make payments to the City with respect to such food and beverages or for food and beverages sold or served in-flight. Notwithstanding the prior sentence, if Airline provides in-flight food and beverage preparation services to other airlines other than its Affiliates or Partners, Airline shall pay a concession fee. The concession fee to be paid by Airline shall be the applicable concession fee rate paid by in-flight food catering concessionaires located at the Airport.

(ii) If Airline purchases food and beverages from an off-Airport caterer for delivery to Airline at the Airport, said caterer shall have a contract with, or permit from, the City to do business at the Airport, and said caterer shall be subject to a concession fee equal to the concession fees paid by in-flight food catering concessionaires located at the Airport.

(iii) Airline shall have the right to distribute food and/or beverages to passengers at no cost from Airline's Leased Premises in the event of service delays or other emergencies. Airline shall also have the right to distribute food and/or beverages at no cost to the general public from Airline's Leased Premises; provided, however, that such distribution must be in connection with holidays and/or promotional events.

(iv) Airline shall have the right to install soft drink and/or snack vending machines in its non-publicly accessible Leased Premises for the sole use of Airline's employees, contractors, and agents. Such sales shall not be subject to a concession fee. Vending machines shall not be within the view of the general public. Vending machine locations are subject to the prior approval of the City.

(S) *Employee Parking.* The City may, but is not required to, designate parking areas at the Airport available to Airline's employees while at work at the Airport, subject to the payment of monthly fees as the City shall determine from time to time. The City shall have the right to relocate, re-designate, or otherwise change the location of such parking areas, if any, as needed.

Section 302. Prohibition Against Exclusive Rights

It is hereby specifically understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right to provide aeronautical services to the public as prohibited by 49 U.S.C. §§40103(e) and 47107(a)(4), as amended from time to time, and the City reserves the right to grant to others the privilege and right of conducting any or all activities of an aeronautical nature.

Section 303. Restrictions on Exercise of Rights and Reservation of Rights to City

The rights established in this Article shall not be exercised so as to interfere with the City's operation of the Airport for the benefit of all aeronautical users, and shall be subject at all time to the restrictions herein and reservation of rights by the City.

(A) *No Interference with Operations.* If the City in its reasonable discretion determines that Airline or its contractors are exercising the rights and privileges granted to Airline pursuant to this Article (i) in a manner which interferes with the operation or maintenance of the Airport; (ii) in a manner which adversely affects the health, safety or security of the public or other users of the Airport; or (iii) in a manner that fails to comply with the City's Rules and Regulations, Environmental Permits applicable to Airline, any of the plans or programs prepared in response to the City's Environmental Permits as provided in Section 1002, or the terms of this Agreement, the City shall give Airline Notice of such determination including the specific reasons therefor. Airline shall promptly commence and diligently pursue actions necessary to correct the conditions or actions specified in such Notice. If such conditions or actions are not, in the opinion of the City, promptly corrected after receipt of such Notice or if such conditions or actions required corrective action over a period of time, and Airline has not, in the reasonable opinion of the City, promptly commenced and diligently pursued all such corrective action, then upon 10 days' Notice from the City to Airline, the City may suspend Airline's or its contractor's access to the Airport. Notwithstanding the foregoing provision, the City shall have the right, upon Notice to Airline, to immediately suspend operations of Airline or of said contractors if such action is necessary to protect the health, safety or security of the public or other users of the Airport or in emergency situations.

(B) *Integration with Systems.* Airline shall not knowingly do, or permit to be done, anything that may interfere with the effectiveness or accessibility of the drainage, deicing fluid collection system, sewer, water, communications, heating or ventilation, air conditioning, natural gas, sprinkler, alarm or fire protection

systems, fire hydrants and hoses, or any other part of the utility, electrical, or other systems installed or located from time to time at the Airport.

(C) *Right to Designate Location.* The City reserves the right to designate the locations within which all of the activities conducted at the Airport, including the activities authorized herein, shall be conducted, and to reasonably change such designations from time to time; provided, however, that the City shall comply with the provisions of this Agreement if Airline's Leased Premises, or any portion thereof, are relocated as a result of any re-designation.

(D) *Airport Access.* The City may, from time to time, temporarily or permanently close or restrict specific roadways, taxiways, taxi lanes, runways, apron areas, doorways, and any other area at the Airport; provided, however, that, unless an emergency situation exists, to the extent that the City deems it practical, Airline shall be notified with regard to such closings in order to minimize the disruption of services being provided. The City shall have the right at any time or times to relocate, reconstruct, change, alter, or modify any such means of access provided for pursuant to this Agreement or otherwise, either temporarily or permanently; provided that a reasonably convenient and adequate means of access, ingress, and egress shall exist or be provided in lieu thereof. The City shall reasonably notify Airline of any such action.

(E) *Telecommunication and Data Networking Infrastructure.* The City, acting in its capacity as proprietor of the Airport, retains the right to act as or designate the provider of wireless and wireline public telecommunications services and public data networking infrastructure for the general public in the public accessible areas of the Airport. The City shall have the sole right to determine the location of, and install or cause to be installed, all public telephones, public telefax, wireless access, and other public telecommunications devices and conduit in any part of the Airport, provided that doing so does not (i) unreasonably interfere with Airline's operations authorized hereunder or (ii) substantially diminish the space contained in or the functionality of Airline's Leased Premises. Upon reasonable prior notification by the City, the City shall be entitled to reasonable access to Airline's Leased Premises to install or service such devices. The City shall be entitled to all income generated by such telephones and devices and shall have the right to collect reasonable and non-discriminatory charges for access to the telecommunications/data networking infrastructure except for systems or components which are owned by Airline.

(F) *Informational Devices.* The City reserves the right to install or cause to be installed informational devices, including static and electronic advertising, in all public accessible areas of the Terminal Buildings; provided, however, that such installation shall not unreasonably interfere with the operations of Airline authorized herein. The City has the right to enter Airline's Leased Premises to install or service such devices. The City shall be entitled to all income generated by such devices. The City will use its best efforts to restrict the content of advertising messages displayed in informational devices located within Airline's

Common Use Space and Preferential Use Gates that are deemed to be incompatible with Airline's Air Transportation Business.

(G) *Dual Customs.* Nothing in this Agreement shall be deemed to allow Airline to develop, construct, or provide space within any premises leased by Airline at the Airport, whether leased directly from the City or from third parties, for purposes of accommodating Dual Customs services or Mexican customs pre-clearance services. Notwithstanding anything else in this Agreement to the contrary, Airline shall not offer services or associated facilities to third parties for the loading, unloading, processing, and warehousing of air cargo subject to Mexican customs that is part of Dual Customs; provided, however, that Airline retains the right to service itself.

(H) *All Other Rights.* Any and all rights and privileges not specifically granted to Airline for its use of and operations at the Airport pursuant to this Agreement are hereby reserved for and to the City.

(I) *Strict Construction of Rights.* The rights granted to Airline hereunder may be exercised by Airline only to the extent such rights are necessary or incidental to the conduct by Airline of its Air Transportation Business at the Airport.

Section 304. Hazards

Airline shall not do, authorize to be done, or fail to do anything at the Airport which may: (i) create or contribute to a nuisance, (ii) in any way obstruct or interfere with rights of others using the Airport, or (iii) create a hazardous condition so as to increase the risks normally attendant upon operations permitted herein.

(A) *Noise Abatement.* Airline shall not engage in any activity prohibited by the City's applicable noise abatement procedures included in the Rules and Regulations, as they may be promulgated from time to time, but only to the extent that the City's noise abatement procedures do not conflict with applicable laws or regulations.

(B) *Engine Runups.* Airline shall perform aircraft engine runups only at locations and during time periods approved by the City, in its sole discretion.

(C) *Disabled Aircraft.* As soon as reasonably possible after release from proper authorities, Airline shall promptly remove any of its disabled aircraft from the Airfield Operations Area or Aircraft Parking Positions, shall place any such disabled aircraft only in such storage areas as may be designated by the City, and shall store such disabled aircraft only upon such terms and conditions as may be reasonably established by the City. If Airline fails to promptly remove its disabled aircraft from the Airfield Operations Area or Aircraft Parking Positions, the City may remove said aircraft and take other reasonable and appropriate action under the circumstances. The City shall add the cost of such removal or other action, plus actual administrative costs, including time and expenses, as an additional charge due hereunder on the first day of the month following the date of such work. The

City's rights under this Section are in addition to all other rights and remedies provided to the City hereunder.

(D) *Aircraft Apron Operations:*

- (i) Airline shall not operate the engines of aircraft so as to endanger persons or property on the aircraft apron.
- (ii) The City retains the right to review and approve all aircraft push-out, power-out, and/or power-back operating procedures at each Aircraft Parking Position, which approval shall not be unreasonably delayed or denied.

Section 305. Airport Security

(A) Airline shall not do or permit its agents, employees, and its contractors or suppliers while such contractors or suppliers are providing services to Airline, to do anything at the Airport that would be in conflict with or violate the requirements of any federal, state, or local law, regulation or security directive regarding airport security, as they may be amended from time to time, or the Airport Security Program.

(B) Airline shall be responsible for obtaining and coordinating any security badging, vehicle decals, and/or any other actions required to ensure that Airline's agents, employees, contractors, or suppliers are in compliance with the City's security plan, and any federal, state, or local law, regulation and security directive regarding airport security, as they may be amended from time to time. Airline shall be responsible for all costs associated with obtaining such badge and/or access privileges.

Section 306. Impact on Airport Certification

Airline shall not knowingly do or permit its agents, directors, or employees to do anything at the Airport that would be in conflict or violate the requirements of 14 C.F.R. Part 139, "Certification of Airports," as amended from time to time, or any successor regulation, order, or directive, or that would jeopardize the Airport's operating certificate obtained pursuant to such federal regulations.

Section 307. Avigation Rights

The City reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Airport, including Airline's Leased Premises, for navigation or flight in said airspace for landing on, taking off from, or operating at the Airport.

Section 308. Airline Summary

Upon request by the City, Airline shall provide to the City a written summary containing the following information and such additional information as the City may reasonably request from time to time:

(A) The names, addresses, and telephone numbers of Airline officials responsible for station operations, flight operations, properties, and facilities, including a 24-hour emergency contact. Airline shall update information as needed.

(B) The published schedules of Airline's flight activity at the Airport.

(C) The description of Airline's fleet and identification of the type and series of aircraft. Airline shall reasonably notify the City of the introduction of an aircraft that is not being operated by Airline at the Airport on the date of this Agreement.

Section 309. Consortia

Airline shall have the right to establish one or more consortia with other Signatory Airlines to exercise any one or more of the rights and responsibilities granted to, or accepted by, Airline pursuant to Article III and Article IX of this Agreement. Subject to the prior approval of the Airport Director and the Airport Commission, Airline may also establish one or more consortia with other Signatory Airlines to provide services, maintenance, and operation of City facilities and equipment related to Airline's activities at the Airport, which facilities and equipment are the responsibility or right of the City to perform under Article IX; provided, however, that any such services shall be performed in accordance with standards to be approved by the Airport Director. Airline understands and agrees that the City reserves the right to require all third-party suppliers of materials or furnishers of service doing business at the Airport under contract with, or on behalf of, any such airline consortium to secure a permit from the City, and to comply with all applicable Rules and Regulations; provided, however, that such third-party suppliers will not be required to pay fees to the City for conducting such activity for, or on behalf of, an airline consortium at the Airport.

Section 310. Third-Party Fees

Any charge, permit or license fee for the right to do business at the Airport that the City may impose on third-party service providers under this Article III shall be fair, reasonable and nondiscriminatory, and shall not be imposed on any entity that is wholly owned by Airline or is a wholly-owned subsidiary of the same corporate parent as Airline, when such third-party entity provides services to Airline.

ARTICLE IV PREMISES

Section 401. General

The City intends to maximize the utilization and flexibility of current Airport facilities to meet changing air service demands.

Section 402. Leased Premises

(A) The City hereby leases to Airline the Leased Premises as shown on Exhibit(s) B. Airline accepts the Leased Premises in AS IS condition, with no warranties or representations, expressed or implied, oral or written, made by the City or any of its agents or representatives.

(B) Airline acknowledges that the City requires no commitment by Airline to lease space at the Airport as a condition precedent to entering into this Agreement.

(C) If space changes are made consistent with the provisions of this Agreement, revised exhibits may be substituted for those herein without the necessity for amendment of this Agreement; which substitution may be made by Notice to Airline from the City.

(D) Airline agrees that the measurements obtained from the City's Computer-Aided Drafting and Design ("CADD") drawings of the Terminal Buildings shall be used for determining the amount of space in the Terminal Buildings, including the Leased Premises, and for calculating the Terminal Rental Rates. Such CADD drawings are the basis for the exhibits to this Agreement. As the spaces in the Terminal Buildings and the Leased Premises change from time to time, the City may revise the exhibits to this Agreement by notifying Airline that it is substituting new exhibits; provided, however, that (i) all CADD measurements shall be done in compliance with the Lambert-St. Louis International Airport, Planning and Engineering, Area Measurement Policy, Measurement Rules, as shown in Exhibit D; (ii) Airline shall be notified by the City, including a copy of any such substituted exhibit; and (iii) no such changes to Airline's Exclusive Use Space, Preferential Baggage Make-Up Area, or Preferential Use Gates shall be made without the consent of Airline, which consent shall not be unreasonably delayed or withheld.

Section 403. Preferential Use Gates

Airline shall have a priority in using its Preferential Use Gates as follows:

(A) Airline's right to its Preferential Use Gates shall be subject to an average Gate utilization requirement of 4 flight departures each day per Gate assigned to Airline. For purposes of this Section, flight departures by Affiliates, Partners, and sublessees shall be counted towards Airline's average Gate utilization requirement.

(B) Airline shall have the right to permit the occasional use of any of its Preferential Use Gates by other airlines to accommodate non-routine irregular operations. Such use shall not be considered a sublease arrangement.

(C) If Airline fails to meet the average Gate utilization requirement set forth in Subsection 403(A) during any given six-month period, Airline may be subject to losing its preferential right to one or more Gates, so that, thereafter, Airline will meet the average Gate utilization requirement with its remaining Preferential Use Gates. If Airline is required by City to relinquish any Gate(s) in accordance with Subsection 403(D) and Section 408, such Gate(s) shall be deleted prospectively from Airline's Leased Premises and Airline's rent obligation with respect to such Gate(s) shall cease.

(D) If City requires Airline to relinquish one or more of its Preferential Use Gates, City and Airline will confer to determine whether Gates should be relinquished, and if so, which Gates should be relinquished. If after 15 days of good faith negotiations no agreement is reached, the City shall select the Gate(s) to be relinquished. In making such selection, the City shall take into consideration the best interest of the traveling public and the operations of the Airport, and will also be guided by the following factors:

- (i) all known planned Gate uses in the 180 days immediately after the relinquishment;
- (ii) Airline's historical Gate utilization;
- (iii) Airline's operational space adjacencies;
- (iv) specialized fixtures required for Airline's operations; and
- (v) the compatibility of any new proposed operations and work force with Airline's and its Affiliates' operations and work force.

Section 404. Passenger Loading Bridges

(A) Airline shall have the right to use the City-owned passenger loading bridges and appurtenant equipment at each of Airline's Preferential Use Gates in accordance with the provisions of this Agreement.

(B) If passenger loading bridges are not supplied by the City, Airline shall have the right to install and use its own passenger loading bridges and appurtenant equipment at its Preferential Use Gates.

Section 405. Accommodation in City-Controlled Facilities

The City may retain under its exclusive control and possession certain facilities in the Terminal Buildings, including, initially, the facilities described and shown on Exhibit B. It is the intent of the City to use, at its discretion, any of the City-controlled facilities to

accommodate: (i) airlines not requiring permanent facilities or airlines requiring temporary accommodation pending allocation of permanent facilities, and (ii) the needs of Signatory Airlines and Non-signatory Airlines. Upon Airline's request, the City may grant to Airline the right to use, in common with other airlines, designated City-controlled facilities subject to Airline's payment of applicable fees.

Section 406. Accommodation in Preferential Use Gates

In accordance with the procedures for accommodation outlined in Section 407, and as set forth in this Section 406, the City may grant Requesting Airline(s) the right of use in common of all or a designated portion of Airline's Preferential Use Gates and rights of ingress and egress subject to and in accordance with the terms and conditions of this Agreement.

(A) The right to use Airline's Preferential Use Gates (and associated Aircraft Parking Positions, appurtenant equipment, and ancillary support space which are reasonably necessary for the effective use of such Gates), shall be scheduled so as not to interfere with Airline's scheduled deplaning, enplaning, and servicing activities or those of any Affiliate or Partner, or any other airline that Airline services under any then-existing handling agreement. In accommodating Requesting Airline(s) in Airline's Preferential Use Gates, the City shall provide for departure not later than one hour before Airline's next scheduled arrival and for arrival not earlier than one hour after Airline's scheduled departure. Airline, its Affiliates, and Partners shall have priority over other users with respect to overnight parking on Airline's assigned Aircraft Parking Position, provided that Airline, its Affiliates, and Partners may be required to remove a parked aircraft from its Assigned Parking Position during regular hours of operations to accommodate use by others in accordance with the provisions of this Article. Airline's off-schedule operations in its Preferential Use Gates shall take precedence over the use of a Requesting Airline; provided, however, that if Airline's off-schedule operations interfere with the Requesting Airline's use of Airline's Preferential Use Gates, Airline shall work with, and shall make best efforts to accommodate, Requesting Airline at another Gate.

(B) As a condition to any grant of rights to the Requesting Airline in accordance with this Section, the City shall require Requesting Airline to pay Airline, and Airline shall be entitled to collect from the Requesting Airline the Nonpreferential Gate Use Fee, as well as reasonable charges for the Requesting Airline's use of Airline's proprietary systems and equipment.

(C) When granted use of space under the provisions of Sections 406 and 407, Requesting Airlines shall have the right in all cases to ground-handle their own operations or to be handled by the operator of their choice.

(D) City shall require that the Requesting Airline enter into an agreement to pay Airline the fees and charges specified in this Section, and to indemnify the City and Airline in connection with Requesting Airline's use of Airline's Preferential Use

Gates and associated Aircraft Parking Positions, and shall require the Requesting Airline to provide a payment guarantee and proof of insurance. The terms of the indemnification and the required insurance shall be those set out in Article XI; provided, however, that Airline may request to be named as an additional insured.

Section 407. Procedures for Accommodation in Preferential Use Gates

(A) If a Requesting Airline, including any airline seeking to expand its scheduled service or an airline seeking to begin scheduled service at the Airport, needs Gate space at the Airport, and such need cannot reasonably be met by use of Gates not leased to other Signatory Airlines, the City on behalf of the Requesting Airline shall make a request of all Signatory Airlines leasing Preferential Use Gates for accommodation. The request shall be made to the person(s) designated to receive communications hereunder with a copy to the local station manager, and shall identify the need for such request. Airline shall make reasonable efforts to accommodate such request and shall provide a response to the Requesting Airline and the City within 15 days.

(B) If no Signatory Airline volunteers to accommodate the Requesting Airline's operational needs or requirements for Gate space at reasonable costs and on other reasonable terms, the City may, upon 30 days notification to Airline, grant the Requesting Airline the right of use in common with Airline one or more of Airline's Preferential Use Gates subject to the conditions contained herein. In making such determination, the City shall act reasonably and shall take into consideration the best interest of the traveling public and the operations of the Airport, and will be guided by all pertinent factors, including Airline's historical and then-present Gate utilization, Gate utilization by Affiliates, Partners and sublessees, the known planned use for such premises in the 180 days immediately after the request, the compatibility of such Requesting Airline's proposed operations and work force including ground-handling operations with the operations and work force of Airline and its Affiliates, Partners, and sublessees, and the security of Airline's and the Requesting Airline's operations. The City may request that planned uses and requirements be documented and submitted in writing to the City, but the City shall treat such planned uses and requirements as confidential, proprietary information, to the extent allowable by law.

(C) Requesting Airline has the right to make improvements and alterations necessitated by any required long-term accommodation, the scope of which shall be subject to approval by Airline and the City. Approval shall not be unreasonably withheld.

(D) Upon the termination of such use in common with Airline, Requesting Airline shall be responsible for returning all Gate and other facilities used by the Requesting Airline to the condition received, normal wear and tear excepted, unless Airline and the City release Requesting Airline from this requirement.

Section 408. Consolidation of Operation

(A) If the City needs additional facilities and it reasonably determines that Airline is underutilizing its Leased Premises and is able to consolidate its operation without sacrificing its operational integrity (or that of its Affiliates, Partners, sublessees, or of those airlines under contract with Airline for ground-handling services and being handled in the same facilities), the City may, upon consultation with Airline and after 60 days prior Notice to Airline, recapture a portion of the Leased Premises and require Airline to consolidate its operations into its remaining Leased Premises.

(B) For purposes of this Section, under-utilization shall be reasonably determined by the City, taking into account the then-normal space utilization standard by all airlines at the Airport, Airline's space requirements to accommodate normal operating procedures of Airline, its Affiliates, Partners and sublessees, planned use by Airline for such premises in the next 180 days and normal seasonal variations, and any related labor agreement. The City shall report its findings to Airline.

(C) Through Notice to the City, Airline may request the City to reconsider its determination of under-utilization within 30 days of receipt of the City's Notice to consolidate. In such event, Airline shall provide documentation to show future plans for service and other information requested by the City. The City shall make a reasonable determination which it believes best meets its overall goals for the Airport.

(D) If the City elects to proceed with the consolidation of space after such reconsideration, the City shall give Airline Notice within 10 days of such decision.

(E) If there is no Event of Default with respect to Airline, the City shall pay all reasonable costs associated with the relocation of Airline's equipment, fixtures, furniture, and signage, and shall reimburse Airline for the undepreciated value of the tenant's improvements that cannot be relocated pursuant to the provisions of this Section; provided, however, that in lieu of reimbursing the undepreciated value of Airline's tenant improvements, the City may replace such tenant improvements with like improvements in the consolidated space. If Airline is under an Event of Default pursuant to, and has received Notice in accordance with, Section 1301, Airline shall consolidate into its remaining Leased Premises at its sole cost and expense.

Section 409. Relocation of Leased Premises

In order to optimize use of Airport facilities, the City reserves the right to reassign any or all of Airline's Leased Premises after Notice, followed by a consultation period of no less than 90 days. In making such determination, the City shall take into consideration the best interest of the traveling public and the operations of the Airport, and will be guided by all pertinent factors, including Airline's historical and then-present space utilization, the

known planned use for such premises, and Airline's operational space adjacencies. If any such reassignment occurs, Airline shall be assigned new space reasonably comparable in size, quality, finish, and location. Airline's costs shall not increase as a result of any relocation unless Airline requests additional space and/or replacement space in a different Cost Center. Airline's relocation of any of its Leased Premises resulting from such reassignment shall be at the City's sole expense. Airline shall be reimbursed for its reasonable out-of-pocket expenses incurred as part of the relocation and for the undepreciated value of its tenant improvements that cannot be relocated; provided, however, that in lieu of reimbursing the undepreciated value of Airline's tenant improvements, the City may replace such tenant improvements with like improvements in the new space.

ARTICLE V RENTS, FEES, AND CHARGES

Section 501. Signatory Commitment

(A) In consideration for the rights and privileges granted to Airline pursuant to this Agreement, Airline hereby commits to the Signatory Commitment. Airline's Signatory Commitment is \$1,000,000.00.

(B) If, upon the expiration or the early termination of this Agreement, the City determines that Airline has not met its Signatory Commitment, Airline shall make, upon 30 day Notice, a lump sum payment equal to the difference between the amount of Airline's aggregate Landing Fees paid during the Term and the amount of the Signatory Commitment owed to the City.

(C) The provisions of this Section shall survive the expiration or early termination of this Agreement.

Section 502. Terminal Building Rents

(A) Airline shall pay the City for the use of its Exclusive Use Space, Preferential Baggage Make-Up Area, and Preferential Use Gates a monthly rent equal to one twelfth (1/12) of the applicable Terminal Rental Rate calculated in accordance with Section 605 multiplied by the amount of space in Airline's Exclusive Use Space, Preferential Baggage Make-Up Area, and Preferential Use Gates set forth in Section 402.

(B) Airline shall pay the City for the use of Common Use Space and Joint Use Space a monthly rent based on one twelfth (1/12) of the Terminal Rental Rate calculated in accordance with Section 605, and the applicable Common Use Formula and Joint Use Formula.

(C) Airline shall pay the City for the use of the Outbound Baggage Handling System a monthly charge based on the monthly cost incurred by the City for the maintenance and operation of the Outbound Baggage Handling System in each

Terminal Building, allocated in accordance with the Outbound Baggage Handling System Formula.

(D) Notwithstanding the provisions in Section 605, the annual Terminal Rental Rate applicable to Apron-Level Unenclosed Space shall be \$14.00 per square foot per year for the Term.

Section 503. Landing Fees

Airline shall pay to the City for the use of the Airfield Operations Area monthly Landing Fees calculated by multiplying Airline's Landed Weight for that month by the Landing Fee Rate established pursuant to Section 606.

Section 504. Passenger Loading Bridge Charges

(A) Unless otherwise provided for in one or more separate agreements, Airline shall pay the City \$2,500 each month for its use of each City-owned passenger loading bridge that was acquired prior to July 1, 2011 and that is assigned to Airline.

(B) Airline shall pay the City for the use of any passenger loading bridge acquired on or after July 1, 2011, a monthly Passenger Loading Bridge Charge calculated in accordance with Section 604.

Section 505. Other Fees and Charges

(A) *Remote Parking Fees.* Airline shall pay to the City for the use of apron space that is not part of Airline's designated Aircraft Parking Position a Remote Parking Fee of \$100.00 for each such use.

(B) *Utilities.* With respect to its Leased Premises and Airline-installed facilities, trade fixtures, equipment and personal property, Airline agrees to pay all water, sewage, electricity, gas and other utility charges which are charged to Airline for the use thereof, whether such charges are separately assessed or metered to Airline, as appropriate. All such utility payments to the City are made in trust for the benefit of the public utility providing the service. Utility charges for areas that are separately metered shall be paid monthly, or on such other billing schedule as is established by the City, according to actual use by Airline. For those areas not separately metered, including the Leased Premises, charges for utility services (other than illumination which is to be provided by the City and which is included in the base rental rate) shall be assessed by the City on a proportionate basis related to the total area or the number of fixtures served, as the City may reasonably determine. The City may install utility meters in Airline's Leased Premises where it is economically and mechanically feasible.

(C) *Other.* Airline shall pay all other charges which are assessed by City for the use of other Airport facilities or for services that may be provided by City to Airline from time to time, including employee parking and issuance of security identification badges.

Section 506. Security Deposit

(A) *Amount and Form of Security Deposit.* Upon execution of this Agreement, or upon the assignment of this Agreement to Airline, Airline shall provide the City with an irrevocable letter of credit, contract bond, or other security or instrument acceptable to the City (“Security Deposit”) in an amount equal to 3 months of estimated Rents, Fees, Charges, estimated PFC remittals, and any other estimated payments due the City pursuant to this Agreement, as determined by the City based on published flight schedule and anticipated space assignments for Airline’s operations. The amount of the Security Deposit may be adjusted from time to time by the City to reflect changes in Airline’s financial obligations to the City. The Security Deposit shall guarantee the faithful performance by Airline of all of its obligations hereunder and the payment of all Rents, Fees, and Charges, and of all PFC remittances due to the City. The Security Deposit shall be in such form and amount, and with such company licensed to do business in the State of Missouri as shall be acceptable to the City, within its reasonable discretion. The Security Deposit is not the sole or exclusive remedy of the City and shall not be construed, in and of itself, as adequate assurance of Airline’s future performance, or interpreted as a waiver, discharge or impairment of the City’s rights under law or equity.

(B) *Term of Security Deposit.* Airline shall maintain a Security Deposit until the completion of the year-end adjustment in accordance with Section 609 following the expiration or early termination of this Agreement. If the Security Deposit includes an expiration date that is earlier than the expiration date required in the prior sentence, the Security Deposit shall provide that, upon its expiration, it shall be automatically extended for a succeeding 12-month period unless, by 60-day Notice, the City is informed of its termination or cancellation. If Airline’s Security Deposit is terminated or cancelled, Airline promptly shall provide the City with a new Security Deposit in full compliance with the requirements of this Section 506.

(C) *City’s Right to Use Security Deposit; Replenishment.* If Airline commits or is under an Event of Default pursuant to Section 1301, the City shall have the right to use the amounts of such Security Deposit to pay Airline’s Rents, Fees, and Charges, PFC remittances, or any other amounts owed to the City by Airline then due and payable, or to apply the proceeds to any cost or expense or material damages incurred by the City as a result of Airline’s default, or Event of Default under Section 1301. If any such Security Deposit, or portion thereof, is used as stated in this Subsection, Airline shall immediately replenish or provide a renewal or replacement Security Deposit up to the full amount set forth in Subsection 506(A) within 10 days of being notified to do so by the City. The City’s rights under this Section shall be in addition to all other rights and remedies provided to the City hereunder.

(D) *Waiver of Security Deposit Requirement.* Notwithstanding the provisions of Subsections 506(A)-(C), the City will waive the Security Deposit obligation if it

determines that Airline qualifies for relief from such obligation. To qualify for such relief, Airline must:

- (i) not be under an Event of Default pursuant to, and not have received Notice in accordance with, Section 1301;
- (ii) have provided regularly scheduled service to the Airport during the prior 12 consecutive months; and
- (iii) have made timely payments of the Rents, Fees, and Charges required by Sections 604, 605, and 606, and PFC remittances during such 12 month period in accordance with Section 509.

If, after having waived the Security Deposit obligation in accordance with this Subsection, the City determines that Airline has not continued to satisfy the requirements for relief, or if Airline commits or is under an Event of Default pursuant to Section 1301, Airline shall immediately provide a Security Deposit in accordance with the provisions of Subsection 506(A). The provisions of this Subsection shall be inapplicable during any holdover period not authorized in accordance with Section 202.

(E) *Waiver of Security Deposit Requirement for Airline's Affiliate(s).* Notwithstanding the provisions of the airline operating agreement entered into by Airline's Affiliate(s) with the City, if, and for the period that, Airline qualifies for a waiver of the Security Deposit requirement as set forth in Subsection 506(D) above, the City will waive the Security Deposit applicable to Airline's Affiliate(s) to the extent of Airline's guarantee in accordance with Section 512; provided, however, that any Affiliate that is under an event of default in accordance with the terms of that Affiliate's operating agreement with the City shall not be eligible or shall be deemed ineligible, as the case may be, for the security deposit waiver.

Section 507. Statistical Report

(A) Airline shall complete and submit to the City no later than the 15th day of each month, on forms similar to those attached hereto as Exhibit C, reports summarizing statistics and information for Airline's prior month of operations at the Airport necessary for the computation of Rents, Fees, and Charges established hereunder, and such other statistical and financial data that the City determines is necessary for the computation and administration of Airline's financial obligations hereunder, including the following data:

- (i) total number of flight departures at each gate assigned to Airline;
- (ii) total number of originating and connecting passengers;
- (iii) total number of domestic enplaned and deplaned passengers;
- (iv) total number of international enplaned and deplaned passengers;

- (v) total number of landings by type of aircraft and Maximum Gross Certificated Landed Weight by type of aircraft;
- (vi) total pounds of air cargo enplaned and deplaned;
- (vii) total pounds of air mail enplaned and deplaned; and
- (viii) total amount of food and beverage purchased to be sold, if any, in accordance with the provisions of Subsection 301(R).

The information submitted by Airline to City pursuant to this Subsection shall be in addition to any other information required elsewhere in this Agreement to be submitted by Airline.

(B) In addition to the activity report required by Subsection 507(A), Airline shall complete and submit to the City no later than 30 days after the end of each calendar month, on a form similar to that attached hereto as Exhibit C, a remote aircraft parking report summarizing the total number of aircraft parkings during the prior month subject to the Remote Parking Fee.

(C) The City shall have the right to rely on said activity reports in determining Rents, Fees, and Charges due hereunder. Airline shall have full responsibility for the accuracy of said reports. Late payment and payment deficiencies due to incomplete or inaccurate activity reports shall be subject to the late payment and late penalty charges as set forth in Subsection 509(E).

(D) The acceptance by the City of any Airline payment shall not preclude the City from verifying the accuracy of Airline's reports or computations, or from recovering any additional payment actually due from Airline. Interest on any additional amount due shall accrue from the date the payment was originally due, at the rate prescribed as calculated in Subsection 509(E).

Section 508. Airline Records and Audit

(A) Airline shall maintain books, records, and accounts, including computerized records, relevant to the determination and payment of any Rents, Fees, and Charges, PFC remittals, and other payments due to the City in accordance with this Agreement including: records of its aircraft arrivals and departures; gate utilization; originating and connecting, enplaned and deplaned, domestic and international passengers; aircraft landings; enplaned and deplaned air cargo and mail; food and beverage purchased for resale; and sublease and subcontracted services arrangements at the Airport. Each such item of information shall be maintained for a period of at least three years following the expiration or early termination of this Agreement, and longer if necessary for pending litigation. Airline may maintain such books, records and accounts at its corporate offices, but shall make such material available at the Airport upon 15-day Notice.

(B) The City and such persons as may be designated by it, including its auditors and financial consultants, shall have the right, during normal business hours, with 15-day Notice to Airline, to examine, audit, and make copies of such books, records, and accounts, including computerized records. Except as otherwise provided, the cost of such examination or audit shall be borne by the City; provided, however, that the cost of such audit shall be reimbursed to the City by Airline if: (i) the audit reveals an underpayment by Airline of at least 5% for Rents, Fees and Charges, PFC remittance, or other payment payable by Airline hereunder for any Fiscal Year, as determined by such audit, or (ii) Airline has failed to maintain accurate and complete books, records, and accounts in accordance with this Section.

(C) If Airline fails to maintain true and complete books, records, and accounts resulting in an underpayment of Rents, Fees, and Charges by Airline to the City, the City may recalculate the total amount of Rents, Fees, and Charges, PFC remittances, or other payments due to the City by Airline in accordance with this Agreement. In such case Airline shall remit to the City within 15 days of receipt of a demand or invoice from the City the delinquent amount plus interest, fees and charges as provided for in Subsection 509(E).

Section 509. Payment Provisions

(A) *Terminal Building Rents and Passenger Loading Bridge Charges.* Terminal Building rents for the use of the Leased Premises, including Passenger Loading Bridge Charges shall be due and payable on the first day of each month in advance without invoice from the City.

(B) *Landing Fees.* Landing Fees for the preceding month shall be due and payable, without invoice from the City, on or before the 15th day of each month, and shall be transmitted to the City together with Airline's monthly statistical report as required in Subsection 507(A).

(C) *Other Fees.* All other Rents, Fees, and Charges required hereunder shall be due and payable within 20 days of the date of the invoice.

(D) *Form of Payment.* Airline shall pay all sums due hereunder in lawful money of the United States of America, without notice or demand, without deduction or setoff, by wire transfer or check made payable to the "Treasurer, City of St. Louis," which check shall be delivered postage or other charges prepaid to:

By U.S. Mail:

Airport Assistant Director of Finance
Lambert-St. Louis International Airport
P.O. Box 10036
Lambert Station
St. Louis, Missouri 63145

By Express Mail:

Airport Assistant Director of Finance
Lambert-St. Louis International Airport
10701 Lambert International Boulevard
St. Louis, Missouri 63145

By Wire Transfer:

Routing Number: 081000210-1001018702
Bank Name: USBank (Checking)
Account Name: Airport Revenue Fund
(include a description of the transfer (e.g. "ABC
Airline Account"))

or as hereafter the City may designate by Notice to Airline.

(E) *Interest Charges and Late Charges on Overdue Payment.* If Airline fails to make payment of any sums due hereunder by the due dates set forth herein, Airline shall pay to the City, in addition to all other remedies available to the City and all other payments to be made by Airline to the City, an interest charge equal to 1.5% for each month of the overdue amount, and costs and attorney's fees reasonably incurred by the City in attempting to obtain payment, if any. Payments received later than 30 calendar days from their respective due date shall be assessed an additional one-time late charge of 5% of the amount due, in addition to applicable interest charges. Notwithstanding the forgoing, payment of Rents, Fees, and Charges shall not be deemed to be late or underpaid until 30 days following the day in which a copy of the final calculation of Rents, Fees, and Charges is provided to Airline in accordance with Subsection 602(D); provided, however, that during such 30-day period Airline continues to pay when due the Rents, Fees, and Charges previously in effect.

Section 510. No Other Rents, Fees, and Charges

(A) The City shall impose no other rents, fees or charges, direct or indirect, on Airline for the exercise and enjoyment of the rights, licenses, and privileges granted herein except those Rents, Fees, and Charges provided for in this Agreement.

(B) The provisions contained in Subsection 510(A) shall not preclude the City from:

- (i) imposing fees and charges for the use of specified equipment or facilities at the Airport;
- (ii) imposing reasonable and nondiscriminatory fines, penalties, or assessments for the enforcement of the City's Rules and Regulations as provided in the Rules and Regulations;
- (iii) imposing reasonable and nondiscriminatory fees on third-party service providers, contractors, or suppliers;

- (iv) seeking reimbursement from Airline for the actual cost of services provided to Airline in compliance with any federal, state, or local law, rule, or regulation which is enacted or amended subsequent to execution of this Agreement;
- (v) assessing and collecting PFCs as allowed by federal law;
- (vi) imposing guarantee payments in accordance with Section 512;
- (vii) imposing any charges resulting from year-end adjustments in accordance with Section 609; or
- (viii) imposing charges for any services or facilities provided subsequent to the execution of this Agreement, the cost of which is not included in the calculation of Rents, Fees, and Charges.

(C) The City has charged and continues to charge certain gross receipt payments upon the airline rate base, the proceeds of which are transferred annually from the Airport revenue fund to the general fund of the City. The City believes such charge is appropriate pursuant to federal law, City ordinance, and the Trust Indenture. It is expressly understood that nothing contained herein shall limit Airline's right to challenge the gross receipt payments, or the City's right to assert legal or equitable defenses against any such challenge.

Section 511. Security Interests

(A) All PFCs collected by Airline for the benefit of the City that are in the possession or control of Airline are held in trust by Airline on behalf and for the benefit of the City. Title to such PFCs shall remain in the City. Airline and its agents hold no legal or equitable interest in such PFCs. Should Airline be the subject of a bankruptcy or insolvency proceeding, such PFCs shall not be considered to be property of the Airline or the Airline's estate under 11 U.S.C. §541. To the extent that Airline holds any property interest in such PFCs, and notwithstanding that Airline may have commingled such PFCs with other funds, Airline hereby pledges to the City and grants the City a first priority security interest in, lien on, right of setoff against, and assignment of, the Airline's interest in such PFCs, including any and all proceeds resulting therefrom whether now or hereafter held, and in any and all accounts into which such PFCs are deposited to the extent of the total amount of such PFCs (net of the airline compensation amounts allowable in accordance with 14 C.F.R. §158.53) held in such accounts.

(B) As a guarantee by Airline for the payment of all Rents, Fees, and Charges, and all PFC remittances due to the City, Airline hereby pledges to the City and grants the City a security interest in all of its leasehold improvements and fixtures located on or used by Airline at the Airport.

Section 512. Airline as Guarantor of its Affiliates

Airline hereby unconditionally guarantees all Rents, Fees, and Charges, and all PFC remittances of any of its Affiliates accrued during the period of such designation, to the extent that such Affiliate's operations at the Airport were performed for the benefit or in the name of, or under a shared IATA flight designator code with, Airline. Upon receipt of Notice of default by any such Affiliate, Airline shall pay all amounts owed to the City on demand in accordance with the payment provisions of this Agreement.

ARTICLE VI CALCULATION OF RENTS, FEES, AND CHARGES

Section 601. General

Effective July 1, 2016, for the twelve-month period ending June 30, 2017, and for each Fiscal Year thereafter throughout the Term, Rents, Fees, and Charges shall be calculated based on the principles and procedures set forth in this Article. The methodology for the calculation of Rents, Fees, and Charges described in this Article is illustrated in Exhibit E.

Section 602. Coordination Process

(A) On or about February 15 of each year, the City shall: (i) provide Airline's properties representative with a copy of the Airport's draft Operating and Maintenance Expense and Capital Improvement budgets for the ensuing Fiscal Year; and (ii) request the data required to be provided by Airline in accordance with Subsection 602(B). Within 30 days of such action, the City shall convene a meeting with the properties representatives of the Signatory Airlines to discuss the Airport's draft budgets. The City shall give due consideration to the comments and suggestions made by the Signatory Airlines at that meeting.

(B) On or about April 1 of each year, the Signatory Airlines, including Airline, shall provide the City with an estimate of each of their total Revenue Aircraft Arrivals and the Maximum Certificated Gross Landed Weight of all aircraft expected to be landed at the Airport during the ensuing Fiscal Year. Airline also shall make best efforts to provide the City with a similar estimate for each one of its Affiliates.

(C) On or about June 1 of each year, the City shall provide Airline's properties representative with a copy of a preliminary calculation of Rents, Fees, and Charges, including the cost center allocation report, for the ensuing Fiscal Year. For rate setting purposes, the calculations shall be made on the basis of costs, expenses, and other factors estimated by the City and estimates of total Landed Weight provided by the Signatory Airlines (or estimated by the City to the extent that any Signatory Airline, including Airline, fails to provide estimates of Landed Weight pursuant to Subsection 602(B)).

(D) On or about June 15 of each year, the City shall convene a meeting with the properties representatives of the Signatory Airlines to review and discuss the City's preliminary calculation of Rents, Fees, and Charges, including a cost center allocation report, for the ensuing Fiscal Year. The City shall give due consideration to the comments and suggestions made by the properties representatives of the Signatory Airlines at that meeting. Based on consideration of those comments and suggestions, and upon the Airport's final Operating and Maintenance Expenses and Capital Improvement budgets approved by the City's Board of Aldermen, the City shall prepare a final calculation of Rents, Fees, and Charges for the ensuing Fiscal Year, and will make best efforts to provide a copy to Airline no later than the last business day of the month preceding the start of the new Fiscal Year. Notwithstanding anything else to the contrary, the City's final calculation of Rents, Fees, and Charges shall take effect on the first day of each Fiscal Year.

Section 603. Airport Flow of Funds

The City and Airline mutually understand and agree that all Airport funds and Bond proceeds shall be deposited, maintained, and paid in, and shall flow through, the various funds and accounts established in accordance with the terms of the Trust Indenture. For illustrative purposes only, and not in any way limiting the City's obligations pursuant to the Trust Indenture, the flow of Airport funds is depicted on Exhibit F.

Section 604. Passenger Loading Bridge Charges

The Passenger Loading Bridge Charge applicable to Subsection 504(B), shall be computed as follows:

(A) The total cost of the Passenger Loading Bridges Cost Center shall be calculated by adding together the following:

- (i) direct and indirect Operating and Maintenance Expenses, if any, allocable to the Passenger Loading Bridges Cost Center; and
- (ii) the Depreciation Charge or Debt Service, as the case may be, of each new passenger loading bridge acquired by the City on or after July 1, 2011.

(B) The annual Passenger Loading Bridge Charge applicable to each new passenger loading bridge shall be calculated by dividing the total cost and charges allocable to the Passenger Loading Bridges Cost Center in accordance with Subsection 604(A), by the total number of passenger loading bridges acquired by the City on or after July 1, 2011. The monthly Passenger Loading Bridge Charge shall be 1/12 of the annual Passenger Loading Bridge Charge.

Section 605. Terminal Rental Rate

(A) The total costs attributable to each of the Terminal Buildings shall be calculated by adding the following to the respective Terminal Cost Centers:

- (i) direct and indirect Operating and Maintenance Expenses allocable to each of the Terminal Cost Centers;
- (ii) 50% of the Terminal Roadways Cost Center costs allocated to each Terminal Cost Center based on the percentage that results from dividing the Useable Space in each of the respective Terminal Buildings by the aggregate Useable Space in both Terminal Buildings;
- (iii) Amortization of Capital Improvements made in, or allocable to, each Terminal Cost Center and put into service before July 1, 2011;
- (iv) annual Debt Service associated with Capital Improvements made in, or allocable to, each of the Terminal Cost Centers, and put into service on or after July 1, 2016 in accordance with Section 702;
- (v) annual Debt Service associated with Capital Improvements made in, or allocable to, each of the Terminal Cost Centers, put into service on or after July 1, 2011, and approved by a Majority-In-Interest in accordance with Subsection 703(B);
- (vi) annual Depreciation Charges or annual Debt Service, as the case may be, related to Capital Improvements undertaken pursuant to Subsection 705(A)(i)-(vii), and made in, or allocated to, each of the Terminal Cost Centers, if any;
- (vii) any replenishment or rebate of the Debt Service Reserve Account required by the Trust Indenture and allocated between each of the Terminal Cost Centers based on the Allocation of Amortization and Debt Service;
- (viii) any replenishment of the Renewal and Replacement Fund required by the Trust Indenture as a result of an expenditure made in, or allocable to, each of the Terminal Cost Centers; and
- (ix) the share of the Debt Service Stabilization Fund Contribution allocated to each Terminal Cost Center.

(B) The net costs attributable to each Terminal Cost Center shall then be calculated by subtracting the following amounts from the total cost attributable to each:

- (i) the amount of aggregate rent payable for Apron-Level Unenclosed Space in accordance with Subsection 502(D) by all Signatory Airlines at each Terminal Building;
- (ii) Nonsignatory Terminal Rents from each Terminal Building; and
- (iii) Rate Mitigation Program credits available for that Fiscal Year, as allocated to each Terminal Cost Center.

(C) The Initial Terminal Rental Rate applicable to each of the Terminal Buildings shall then be calculated by dividing the net costs attributable to each Cost Center by the Usable Space in each of the respective Terminal Buildings. The corresponding Initial Terminal Requirement shall be calculated by multiplying the Initial Terminal Rental Rate for each Terminal Building by the Rented Space in each of the respective Terminal Buildings.

(D) The Additional Terminal Rental Rate applicable to each of the Terminal Buildings shall be calculated by dividing the Additional Airline Requirement allocated to each Terminal Cost Center by the Rented Space in each of the respective Terminal Buildings.

(E) The Total Terminal Rental Rate applicable to each of the Terminal Buildings shall be the sum of the Initial Terminal Rental Rate and the Additional Terminal Rental Rate for each.

(F) The City shall establish annually a terminal rental rate at each Terminal Building and applicable to Nonsignatory Airlines equal to the respective Total Terminal Rental Rates calculated in accordance with this Section.

(G) The City shall establish annually fair and reasonable charges for the use of the International Facilities.

Section 606. Landing Fee Rates

(A) The total costs of the Airfield Cost Center shall be calculated by adding together the following:

(i) direct and indirect Operating and Maintenance Expenses allocable to the Airfield Cost Center;

(ii) Amortization of Capital Improvements made in, or allocable to, the Airfield Cost Center and put into service before July 1, 2011;

(iii) annual Debt Service associated with Capital Improvements made in, or allocable to, the Airfield Cost Center, and put into service on or after July 1, 2016 in accordance with Section 702;

(iv) annual Debt Service associated with Capital Improvements made in, or allocated to, the Airfield Cost Center, put into service on or after July 1, 2011, and approved by a Majority-In-Interest pursuant to Subsection 703(B);

(v) annual Depreciation Charges or annual Debt Service, as the case may be, related to Capital Improvements undertaken pursuant to Subsection 705(A)(i)-(vii), and made in, or allocated to, the Airfield Cost Center, if any;

(vi) any replenishment or rebate of the Debt Service Reserve Account required by the Trust Indenture and allocated to the Airfield Cost Center based on the Allocation of Amortization and Debt Service;

(vii) any replenishment of the Renewal and Replacement Fund required by the Trust Indenture as a result of an expenditure made in, or allocable to, the Airfield Cost Center; and

(viii) the share of the Debt Service Stabilization Fund Contribution allocated to the Airfield Cost Center.

(B) The Initial Airfield Requirement shall then be calculated by subtracting the following amounts from the total costs of the Airfield Cost Center:

(i) Nonsignatory Airline landing fees;

(ii) general aviation landing fees;

(iii) military use fees;

(iv) fuel flowage fees;

(v) Remote Parking Fees;

(vi) rent paid by to the City by the airline consortium leasing the fuel farm; and

(vii) Rate Mitigation Program credits available for that Fiscal Year, as allocated to the Airfield Cost Center.

(C) The Landing Fee Rate shall then be calculated by dividing the sum of the Initial Airfield Requirement and the Additional Airline Requirement allocable to the Airfield Cost Center by the aggregate Landed Weight of all Signatory Airlines and their Affiliates for the particular Fiscal Year.

(D) The City shall establish annually a landing fee rate applicable to Nonsignatory Airlines that have signed an airline operating agreement equal to 125% of the Landing Fee Rate calculated in accordance with this Section.

Section 607. [Intentionally Left Blank]

Section 608. Mid-Year Rate Adjustment

If, at any time during any Fiscal Year, the City estimates that the total costs attributable to the Terminal 1 Cost Center, Terminal 2 Cost Center, or the Airfield Cost Center, or the aggregate Landed Weight for all Signatory Airlines and their Affiliates will vary 10% or more from the estimates used in setting Rents, Fees, and Charges in accordance with the provisions of Section 602, such rates may be adjusted based on the

new mid-year estimates and in accordance with the principles and procedures set forth in this Article. Such adjustments shall be made at the City's discretion and the resulting new rates shall be effective for the balance of such Fiscal Year. The City shall notify Airline of a meeting for the purpose of discussing any such rate adjustment, along with a written explanation of the basis for such rate adjustment, 30 days prior to the effective date of the new rates. Unless extraordinary circumstances warrant additional adjustments, the City shall limit any such mid-year rate adjustments to no more than once during each Fiscal Year.

Section 609. Year-End Adjustment to Actual and Settlement

As soon as possible following the completion of the annual audit for each Fiscal Year, but no sooner than 30 days thereafter, the City shall provide Airline with an accounting of the total costs actually incurred, revenues and other credits actually realized (reconciled to the audited financial statements of the City), and actual enplaned passengers and total Landed Weight during such Fiscal Year with respect to each of the components of the calculation of Rents, Fees, and Charges, and the City shall recalculate the Rents, Fees, and Charges, and provide to Airline a settlement required for the Fiscal Year based on those actual numbers. Following reasonable notification, the City shall convene a meeting with the Signatory Airlines to discuss the calculation of the year-end settlement and shall give due consideration to the comments and suggestions made by the Signatory Airlines before finalizing the settlement calculations.

(A) If the amount of Airline's Rents, Fees, and Charges paid during such Fiscal Year is more than the amount of Airline's Rents, Fees, and Charges required (as recalculated pursuant to this Section 609), such excess amount shall be credited by the City to Airline in equal monthly installments over the remaining months of the then-current Fiscal Year; provided, however, that if Airline is under an Event of Default pursuant to, and has received Notice in accordance with, Section 1301, the City may apply such excess to pay any and all amounts owed to the City by Airline, or to pay any cost or expense or material damages incurred by the City as a result of Airline's default.

(B) If the amount of Airline's Rents, Fees and Charges paid during such Fiscal Year is less than the amount of Airline's Rents, Fees, and Charges required (as recalculated pursuant to this Section 609), such deficiency shall be paid by Airline to City in equal monthly installments over the remaining months of the then-current Fiscal Year; provided, however, that if Airline is under an Event of Default pursuant to, and has received Notice in accordance with, Section 1301, such deficiency and all outstanding Rents, Fees, and Charges shall be paid immediately.

Section 610. Covenant Not To Grant More Favorable Terms, Rents, Fees or Charges

(A) The City shall not enter into an agreement with any airline providing scheduled or charter passenger or all-cargo air transportation service to and from the Airport, having comparable leased premises, facilities, rights, and privileges

and imposing similar obligations to those of Airline hereunder, which grants more favorable terms, rents, fees, or charges to said airline than those granted to Airline hereunder unless the City also makes a substantially similar agreement available to Airline; provided, however, that the City reserves the right to charge for City-controlled space and facilities on a non-discriminatory per use basis.

(B) The provisions of Subsection 610(A) shall not be construed to apply to any air service incentive program, or similar programs, that the City may choose to offer, as allowed by applicable federal law, regulation, or policy.

ARTICLE VII CAPITAL IMPROVEMENTS

Section 701. Capital Improvements

The City shall undertake, and shall treat the costs of, Capital Improvements during the Term in accordance with the provisions of this Article.

Section 702. Pre-Approved 5-Year Capital Improvement Program

(A) Airline hereby acknowledges that each Capital Improvement shown in Exhibit H has been approved by Airline and the other Signatory Airlines and that the City may proceed with each such project without Majority-In-Interest approval by using Airport funds lawfully available for such purpose, up-to a total cost, in the Fiscal Years, and in the Cost Centers as shown in Exhibit H for each project. To the extent that any such Capital Improvement is financed in whole or in part with Bonds, as shown on Exhibit H, Airline agrees that the City may include in the formulas set forth in Sections 604, 605, or 606, as applicable, an amount sufficient to service the applicable debt for such Bonds.

(B) The City may substitute any individual Capital Improvement shown in Exhibit H with a replacement Capital Improvement without Majority-In-Interest approval if the replacement Capital Improvement:

- (i) has the same or similar total project cost (subject to the limitations set forth in Section 703);
- (ii) Net Cost is chargeable to the same Cost Center (if applicable); and
- (iii) will accomplish the same purpose or function

as that of the Capital Improvement that is being substituted; provided, however, that the City shall notify the Signatory Airlines of any such substitution. Any other substitution shall require Notice to the Signatory Airlines and a request for Majority-In-Interest approval in accordance with Section 703.

Section 703. Majority-In-Interest Approval

(A) Before undertaking any Capital Improvement throughout the Term, the City shall give Notice to the Signatory Airlines with respect to each such Capital Improvement. Except as provided in Sections 702 and 705, such Notice also shall include a request for Majority-In-Interest approval for each such Capital Improvement, which request shall include

- (i) a description of the proposed Capital Improvement, including cost estimates in current year dollar figures;
- (ii) a statement of the need for such Capital Improvement, including the benefits to be derived by the Airport;
- (iii) the proposed schedule;
- (iv) the proposed funding or financing plan; and
- (v) the estimated impact, if any, to Operating and Maintenance Expenses and/or Rents, Fees, and Charges as a result of the proposed Capital Improvement.

(B) If a proposed Capital Improvement is approved by a Majority-In-Interest, the City may proceed with such Capital Improvement in accordance with the proposed funding or financing plan.

(C) The City shall not proceed with a Capital Improvement that is subject to Majority-In-Interest approval under this Agreement unless such Capital Improvement is approved by a Majority-In-Interest.

Section 704. Review and Approval of Material Changes to Approved Capital Improvements

(A) If, following receipt of bids for a Capital Improvement to be undertaken by the City in accordance with the provisions of Section 702 or Subsections 703(B) and (D)(i), the resulting Net Cost is greater than 125% of the Net Cost previously shown in Exhibit H or pursuant to Subsection 703(A) ("Material Change"), the City shall convene a meeting with the Signatory Airlines to review and discuss the project. Following such meeting, the Capital Improvement shall be deemed approved by the Signatory Airlines unless a Majority-in-Interest gives Notice to the City within 30 days of such meeting that the Capital Improvement is disapproved. Notwithstanding the prior sentence, the City shall request a Majority-In-Interest approval of Material Changes to Capital Improvements whose costs directly or indirectly impact Rents, Fees, and Charges – i.e., costs financed at least in part with Bonds, the debt service for which:

- (i) is to be included in the formulas set forth in Sections 604, 605, or 606; or

(ii) would have the effect of increasing the Additional Airline Requirement (“Applicable Capital Improvements”):

- (1) for any individual Capital Improvement, if following receipt of bids the resulting total project cost is \$1 million or more than the total project cost previously shown in Exhibit H or pursuant to Subsection 703(A); or
- (2) for Capital Improvements included in Exhibit H, in addition to the limitation set forth in Subsection (A) above, if following receipt of bids the resulting aggregate total cost of all Applicable Capital Improvements is \$5 million or more of the total costs previously shown, either in Exhibit H or pursuant to Subsection 703(A), for such Applicable Capital Improvements.

(B) The City shall use best efforts to regularly consult with the Signatory Airlines during budgeting of Capital Improvements and especially whenever a Capital Improvement is running below or above the original costs estimates, or ahead or behind schedule.

Section 705. Capital Improvements to Be Undertaken Without Majority-In-Interest Approval

(A) Notwithstanding the provisions of Section 703, the City may undertake Capital Improvements without Majority-In-Interest approval, if such Capital Improvement is undertaken:

- (i) to comply with federal, state, or local law, or regulation; federal policy; grant agreement; airport certification requirements; or mandated by executive order or by an executive agency (state or federal) having jurisdiction over the activities at the Airport;
- (ii) to comply with a requirement of the Trust Indenture;
- (iii) as an emergency repair, replacement, or improvement to maintain the Airport’s functional capability;
- (iv) to settle claims, satisfy judgments, or comply with judicial orders rendered by a court of competent jurisdiction against the City, and pertaining to the Airport;
- (v) to repair casualty damage at the Airport not covered by insurance proceeds, if any;
- (vi) to acquire land or rights to land to mitigate aircraft noise, or provide for sound insulation as part of a noise compatibility program approved by the federal government in accordance with the provisions of 14 C.F.R. Part 150;

(vii) to conduct environmental investigation and remediation at the Airport as required by applicable Environmental Laws and Environmental Permits and/or attributed to Hazardous Materials left on City property in excess of applicable remediation standards derived by applicable governmental agency or agencies as appropriate for commercial property; provided, however, that the City will use its best efforts to recover such costs from the party at fault, if such party is identified;

(viii) to acquire, construct, renovate, or remodel a special facility for which a Signatory Airline or a financially-responsible third party has contractually committed to lease from City under terms that include sufficient rentals to permit such special facility to be acquired, constructed, renovated, remodeled, administered, operated, maintained and repaired without affecting Rents, Fees, and Charges throughout the Term; or

(ix) to be fully funded from Passenger Facility Charges; or

(x) with funds from Airport Development Fund Deposits made after July 1, 2016 in excess of 6%.

(B) The City may recover through Rents, Fees, and Charges, the Net Costs attributable to each Capital Improvement undertaken pursuant to Subsections 705(A)(i)-(vii) by including, as the case may be, the relevant Debt Service (if such Capital Improvement is funded with Bond proceeds) or Depreciation Charges in the applicable rate base in accordance with Subsections 604(A)(ii), 605(A)(vi), and 606(A)(v).

(C) When undertaking Capital Improvements in accordance with this Section 705, and consistent with prudent business practices, the City will apply for all available federal and state grants-in-aid, and will seek approval for collection and use of Passenger Facility Charges to the extent permitted by law or FAA policy.

Section 706. Capital Outlays

Capital Outlays shall not be subject to Majority-In-Interest approval. For the purposes of calculating Rents, Fees, and Charges in accordance with Article VI, the Net Cost of Capital Outlays shall be allocated to the applicable Cost Center and expensed in the Fiscal Year in which they occur. The City will make its best efforts to disclose all proposed Capital Outlays for each Fiscal Year as part of the coordination process in accordance with Section 602. Airline recognizes, however, that certain unbudgeted Capital Outlays may be required to be undertaken during the course of any Fiscal Year in order to properly operate, maintain, or repair the Airport facilities. The City reserves the right to undertake such Capital Outlays as it deems necessary; provided, however, that the City shall not subdivide Capital Improvements into smaller projects solely for the purpose of re-characterizing such Capital Improvements as Capital Outlays to avoid a Majority-In-Interest review in accordance with Section 703.

Section 707. Passenger Loading Bridge Program

The City intends to acquire or refurbish up to 5 loading bridges as shown in Exhibit H: 2 loading bridges (Project Number PL1802) will be installed at gates C29 and C30; and 3 loading bridges (Project Number PR1804) will be used to accommodate growth or to replace existing loading bridges, as determined by the City.

Section 708. Expenditures for Planning and Preliminary Design

Airline recognizes that, from time to time, the City may engage with outside professionals to provide planning and preliminary design services to define the scope and costs of proposed Capital Improvements. The City reserves the right to undertake such services after consultation with the Signatory Airlines but without a Majority-In-Interest approval, and the City reserves the right to include the Net Costs of such services in the Rents, Fees, and Charges upon completion of such Capital Improvements, or if and when such projects are ultimately not approved by a Majority-In-Interest and/or cancelled. This Section shall relate only to preliminary design efforts required to define the scope, configuration, technical specifications and estimated cost of a proposed Capital Improvement, but not final design or construction documents. Contemporaneously with the coordination process set forth in Section 602, the City shall review and discuss with the Signatory Airlines any actions proposed to be taken in accordance with this Section during the upcoming year.

Section 709. Effect of Construction on Leased Premises

(A) The City shall have the right, at such times as may be reasonable for purposes of maintaining or constructing improvements, modifications, or expansions to the Airport, to close, relocate, reconstruct, change, alter, or modify the Leased Premises and/or the means of access to the Leased Premises pursuant to this Agreement or otherwise, either temporarily or permanently; provided, however, that the City shall:

- (i) give reasonable notification of the construction activities to Airline;
- (ii) provide adequate means of ingress and egress for the Leased Premises or, in lieu thereof, alternate premises of comparable size, condition, utility, and location to the Leased Premises, to the extent reasonably possible, with adequate means of ingress and egress; and
- (iii) minimize as reasonably possible any interference with Airline's operations.

(B) If reasonable alternate premises are provided to Airline by the City in accordance with Subsection 709(A)(ii), Airline shall vacate the Leased Premises, or portions thereof, and relocate to the alternate space. The City shall pay all costs resulting from such relocation, including the undepreciated value of Airline's improvements; provided, however, that in lieu of reimbursing the undepreciated

value of Airline's improvements, the City may replace such tenant's improvements with like improvements in the alternate space.

(C) If no alternate premises are provided to Airline by the City in accordance with Subsection 709(A)(ii), and if any part of the Leased Premises is rendered untenable, as determined by the City, as a result of an action taken by the City under this Section, the rents payable hereunder with respect to the Leased Premises shall be abated ratably in the proportion that the untenable area bears to the total Leased Premises of the same category or type of space. Such abatement in rent will continue until such time as the affected Leased Premises are restored adequately for Airline's use.

ARTICLE VIII TENANT IMPROVEMENTS

Section 801. Alterations and Improvements by Airline

Airline may construct and install, at Airline's sole expense, such improvements in its Leased Premises as Airline deems to be necessary for its operations. The plans and specifications, location, and construction schedule for such improvements, including any substantial alteration or addition thereto, along with a signed Tenant Construction or Alteration Application ("TCA"), must be submitted to and approved by the City prior to the commencement of any and all such construction, alteration, refurbishment, demolition, excavation, renovation, reconstruction, or installation. Airline shall comply with the requirements of all applicable laws, Environmental Permits, Environmental Laws, and building codes and the City's Rules and Regulations governing tenant construction, alterations, and improvements. No reduction or abatement of Rents, Fees, and Charges shall be allowed for any interference with Airline's operations by such construction. All such alterations and improvements by Airline shall be subject to the following:

(A) No excavation or demolition at, construction, alteration, or modifications of, or refurbishments to, the Leased Premises shall commence until after Airline has received the City's written approval of its TCA including detailed project plans, specifications, drawings, and schedules. Notwithstanding the prior sentence, and without limiting any other requirement imposed by this Agreement, in case of an emergency affecting the health or safety of the public, Airline may take immediate and reasonable action to protect the public without first submitting a TCA; provided, however, that: (i) promptly following such emergency, Airline shall notify the City of the circumstances surrounding the emergency and the actions taken by Airline; and (ii) as immediately thereafter as reasonably possible Airline shall submit a TCA detailing the actions taken and yet to be taken by Airline related to such emergency. Airline also understands and agrees that certain work elements described in its TCA may require separate or additional approval from the City before proceeding with the specific work element. As such, Airline understands and agrees that ongoing coordination with the City at all times is crucial. Airline shall provide the City with at least ten (10) working days written notice prior to commencement of any work at the Leased Premises involving the excavation of

soils or demolition so that the City may have a representative present at the work site during such demolition or excavation.

(B) The City shall have the right to refuse approval of such plans and specifications if the external appearance of such alteration or improvement of facilities in publicly-viewed areas does not meet the City's requirements for substantial uniformity of appearance of facilities on the Airport, or, if the type or time of construction of such alteration or improvement, or the location thereof does not meet the City's requirements for safe use of the Airport and appurtenances by other authorized persons. The City may, at its own cost, inspect any such alterations or improvements.

(C) All improvements made to Airline's Leased Premises and permanent additions or alterations thereto made by Airline, except those financed by the City, shall be and remain the property of Airline until expiration of the Term. Upon expiration or early termination of this Agreement, said additions and alterations shall become the property of the City; provided, however, that any trade fixtures, signs, equipment, and other movable personal property of Airline shall remain the property of Airline, subject to the terms of Article XIV.

(D) Airline shall promptly pay all lawful claims made against the City and discharge all liens filed or which exist against the Leased Premises, any other portion of the Airport, or Airline's trade fixtures or trade equipment arising out of or in connection with the failure to make payment for work done or materials provided by Airline, its contractors, subcontractors, or materialmen. Airline shall have the right to contest the amount or validity of any such claim or lien without being in default hereunder; provided, however, that while contesting the amount and validity of any such claims or liens Airline shall provide the City, at the City's request, with a performance bond in an amount equal to the amount of the claim or lien. Airline shall give timely Notice to the City of all such claims and liens.

(E) Airline shall use, and shall cause each of its officers, directors, employees, agents, contractors, and suppliers to use, the highest degree of care when entering upon any property owned by the City in connection with the work. Airline shall comply, and shall cause each of its officers, directors, employees, agents, contractors, and suppliers to comply, with any and all instructions and requirements for the use of City-owned property.

(F) In any contract relating to the construction or installation of improvements in the Leased Premises, Airline shall carry or require its contractors and suppliers to:

- (i) carry policies of Builders Risk Insurance, Commercial General Liability, and Automobile Liability Insurance in accordance with Section 1101(B)(vi); and
- (ii) furnish performance and payment bonds in the full amount of any contract in a form acceptable to the City. Payment bonds shall comply with

the coverage requirements and conditions of Section 107.170 of the Missouri Revised Statutes, as amended. 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.

(G) Airline shall use only City-approved contractors or subcontractors for improvements affecting control and/or programming of Airport systems including, but not limited to, security access control, fire alarm and detection, HVAC control, closed circuit televisions (CCTVs), elevators, and baggage handling systems.

(H) Upon the completion of the improvements hereunder, Airline shall submit to the City a copy of its acceptance letter certifying completion, 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 Airline, and a certified set of “as built” drawings.

Section 802. Nondisturbance of Airport Tenants and Operations

Any work by Airline and its contractors shall be conducted in an orderly and proper manner, and shall not otherwise disturb, create a hazard, or interfere with other projects on, or the operations of, the Airport. Airline shall promptly comply, and shall cause its contractors to comply, with any reasonable request from the City to correct its conduct or that of its contractors. If Airline or its contractors fails to comply with the provisions of this Section, the City shall have the right to stop any or all work being performed, until such compliance is achieved, without terminating this Agreement.

ARTICLE IX OPERATION AND MAINTENANCE OF AIRPORT

Section 901. Division of Responsibility

A schedule identifying the division of responsibility for operations and maintenance between the City and Airline is attached hereto as Exhibit G and made a part hereof. If changes are made consistent with applicable provisions of this Agreement to the division of responsibility for operations and maintenance set forth in this Article IX and Exhibit G, such changes or modifications may be made without the necessity of an amendment to this Agreement, provided such changes or modifications are agreed to by Airline and the Airport Director, with the approval of the Airport Commission on behalf of the City.

Section 902. Maintenance by the City

(A) The City shall operate, maintain, keep in good repair, and clean all of the public areas and facilities of the Airport, including the Common Use Space and the Joint Use Space; the structures associated with the Terminal Buildings; loading

bridges acquired on or after July 1, 2011; and common use systems, including the Outbound Baggage Handling System, owned and operated by the City.

(B) The City shall be responsible for maintaining the Airport utility systems as follows:

(i) *Electrical.* The City shall maintain the electrical system mains up to the distribution points. In addition, the City shall maintain the electrical circuits beyond the distribution points to the extent that such electrical circuits are an integral part of the public, common, or joint use systems owned and operated by the City.

(ii) *Plumbing.* The City shall maintain the plumbing system mains, supplies, and sewers up to the dedicated plumbing lines of Airline.

(iii) *HVAC.* The City shall maintain the Heating, Ventilating and Air Conditioning ("HVAC") system mains, and be responsible for the supply of steam and chilled water, up to the dedicated lines of Airline. The City shall maintain the HVAC systems and units serving the publicly accessible areas of the Terminal Buildings, including the Preferential Use Gates, Common Use Space, the Joint Use Space.

(iv) *Fire Suppression Lines.* The City shall maintain the fire suppression lines up to the dedicated fire suppression lines of the Airline.

(C) Airline shall be charged for the cost, plus actual administrative costs, of any repair, maintenance, or cleaning performed by the City that is caused by the negligence or willful misconduct of Airline, its employees, agents, contractors, or suppliers. Such charge shall constitute part of Airline's Rents, Fees and Charges payable on the month following the date of invoicing by the City for such work.

Section 903. Maintenance by Airline

(A) *Cleaning.* Airline shall, at its sole cost and expense, perform or cause to be performed services which will at all times keep its Exclusive Use Space, Preferential Baggage Make-Up Area, Preferential Use Gates, designated Aircraft Parking Positions, and Apron-Level Unenclosed Space clean, neat, orderly, sanitary and presentable.

(B) *Removal of Trash.* Airline, at its sole cost and expense, shall remove from its Exclusive Use Space, Preferential Baggage Make-Up Area, Preferential Use Gates, and Apron-Level Unenclosed Space all waste, trash and refuse, and from its designated Aircraft Parking Positions, any foreign object debris capable of causing damage to aircraft, and shall dispose of it in a manner approved by the City. Hazardous Materials or other special wastes shall be managed by Airline in full conformance with applicable Environmental Laws and Environmental Permits.

(C) *Maintenance and Repairs.* Airline shall repair and maintain in good condition (casualty damage and reasonable wear and tear excepted) the Leased Premises, and all alterations or improvements thereto, except for those items for which the City is responsible pursuant to Section 902. Maintenance and repairs shall be in quality and class equal to or better than the original work to preserve the Leased Premises in good order and condition, based on a standard of care reflecting prudent property management. Airline shall repair all damage to the Leased Premises caused by Airline or its sublessees, and the employees, agents, contractors, suppliers, passengers, or invitees of Airline or sublessees.

(D) *Utilities.* Airline shall be responsible for maintaining the utility systems as follows:

(i) Electrical. Airline shall maintain the electrical circuits beyond the distribution points to the extent that such electrical circuits serve Airline's Exclusive Use Space, Preferential Baggage Make-Up Area, and/or Airline's equipment located within its Preferential Use Gates.

(ii) Plumbing. Airline shall maintain the dedicated plumbing lines, including sewer lines, serving Airline's Exclusive Use Space and Preferential Baggage Make-Up Area.

(iii) HVAC. Airline shall maintain the dedicated HVAC systems and units within Airline's Exclusive Use Space and Preferential Baggage Make-Up Area serving such space.

(iv) Fire Suppression Lines. Airline shall maintain the dedicated fire suppression lines servicing Airline's Exclusive Use Space. Airline shall notify the City at least 24 hour before performing such repairs (see Section 801(G) above). Notwithstanding the prior sentence, in case of emergency affecting the health or safety of the public, Airline may effect necessary repairs to protect the public without first providing 24-hour notice to the City; provided, however, that such notification shall be given as promptly as possible under the circumstances.

(E) *Passenger Loading Bridge Maintenance.* On or about July 1 of each year, Airline shall submit to the City for City's approval, which approval shall not be unreasonably withheld, conditioned, or denied, a 12-month maintenance schedule for each City-owned passenger loading bridge acquired prior to July 1, 2011 associated with each of Airline's Preferential Use Gates. Airline shall report to the City at the close of each Fiscal Year any repair and maintenance completed on each such passenger loading bridge, and the cost expended for all repairs and maintenance. Airline shall pay all costs of operating, repairing and maintaining such passenger loading bridges.

Section 904. City Right to Enter, Inspect, and Require Corrective Action

(A) The City shall have the right at reasonable times to enter upon any of the Leased Premises for any of the purposes listed below:

- (i) to inspect the Leased Premises for any purpose necessary for or incidental to or connected with the City's obligations hereunder, or in the exercise of the City's capacity as Airport owner;
- (ii) to identify those items of maintenance, cleaning, or repair required of the Airline or the City, pursuant to this Article;
- (iii) to perform such maintenance, cleaning, or repair as the City reasonably deems necessary, and which is the responsibility of the City hereunder;
- (iv) for fire protection, safety, or security purposes;
- (v) to make structural additions and alterations to the Airport;
- (vi) as provided in Section 905;
- (vii) to perform environmental remediation as provided in Section 1002(E) or as otherwise required by applicable Environmental Laws or Environmental Permits, and
- (viii) upon the expiration or early termination of this Agreement.

(B) The City shall provide reasonable notification and such right of entry shall not unreasonably interfere with Airline's use or occupancy of its Leased Premises, except if the situation endangers the health or safety of persons or the safety of operations at the Airport. The right of inspection reserved to the City shall impose no obligation on the City to make inspections to ascertain the condition of the Leased Premises and shall impart no liability upon the City for failure to make such inspections. The failure of the City to inspect or monitor or notify Airline of a default or of a hazardous or unsafe condition with respect to Airline's operations hereunder shall not release Airline from its liability to perform its obligations hereunder or impose any liability on the City, and in any other event where the City determines that it is necessary or desirable to do so to preserve the Airport or any portion thereof or to correct any conditions likely to cause injury or damage.

(C) Airline shall perform all corrective work required of it that is identified in such inspection(s) within 30 days of receipt of a notification from the City. If correction cannot reasonably be completed within such 30 day period, including corrective work undertaken by Airline that is being diligently pursued, this period may be extended at the sole but reasonable discretion of the City. Matters affecting public health, safety, and welfare, including trash and debris problems, shall be

corrected promptly after the City notifies the Airline's station manager or his designee either orally or in writing via hand-delivery.

Section 905. Failure to Maintain by Airline

If City reasonably determines that Airline has failed to properly clean, remove trash and refuse, maintain, or repair the Leased Premises as required in Section 903, the City shall provide to Airline a list of deficiencies, reflecting the amount of time to be reasonably allowed for Airline to correct same. If Airline fails to correct such deficiencies within the time allowed and has not registered an objection as to its obligation to do so, the City, following 5 days further notification by the City to Airline, may enter upon the Leased Premises and correct the listed deficiencies. The City shall add the cost of such work, plus actual administrative costs, to the Rents, Fees and Charges due hereunder on the first day of the month following the date of such work, and such cost shall be and constitute a part of the Rents, Fees and Charges. Subsequent to receipt of the further notification of intent to perform repairs, maintenance, or cleaning from the City, Airline shall not undertake performance of such repairs, maintenance, or cleaning without specific prior authorization from the City.

Section 906. City Obligations

Except as specifically provided for herein, the City shall not be under any duty or obligation to Airline to repair, maintain, or clean the Leased Premises or any portion thereof, or any facilities or equipment constructed thereon. The City shall not be responsible or liable to Airline for any claims for compensation for any losses, damages, or injury, including lost profits, sustained by Airline resulting from failure of the Airport structures or utility systems, or caused by the natural physical conditions on the Airport, whether on the surface or underground, including stability, moving, shifting, settlement of ground, or displacement of materials by fire, water, windstorm, tornado, act of God, state of war, terrorism, civilian commotion or riot, or any other cause or peril beyond the control of the City, except to the extent covered by the City's insurance or as may be caused by the City's negligence, willful misconduct, or bad faith.

ARTICLE X COMPLIANCE WITH LAWS

Section 1001. Observance and Compliance with Laws

(A) Airline, its officers, directors, employees, agents, and its contractors and suppliers while such contractors and suppliers are providing services to Airline, shall comply with:

- (i) all applicable federal, state and local laws and ordinances, including directives of the FAA applicable to the Airline's operation at the Airport;
- (ii) the Rules and Regulations governing the Airport; and

- (iii) the provisions of the Airport certification manual, as it may be amended from time to time.

Airline shall make reasonable efforts to cause its passengers, guests and invitees to comply as well.

(B) Upon Airline's request, the City shall promptly provide to Airline a copy of the Rules and Regulations and the Airport certification manual. The City shall also provide copies of amendments or additions to the Rules and Regulations to Airline's station manager or his designee in the regular course of business. The City shall give the Airline reasonable prior Notice of any amendment or additions to the Rules and Regulations in order to provide Airline an opportunity to comment on such amendments or additions prior to adoption, and the City shall give due consideration to any such comments received from Airline. The City acknowledges that compliance with such amendments or additions will not be expected until Airline is notified of such amendments or additions as provided in this Subsection.

(C) Notwithstanding anything to the contrary, references herein to a statute or law shall be deemed to be a reference to: (i) such statute or law as it may be amended from time to time, and (ii) all ordinances, regulations, rules, executive orders, policies and instructions pertaining, and lawfully promulgated pursuant, to such statute or law as they now exist or may be amended from time to time.

Section 1002. Compliance with Environmental Laws

Airline agrees that in conducting any activities or business at the Airport, including any activities directly related or incidental to its Air Transportation Business, Airline shall comply with any and all applicable Environmental Laws including any plans, monitoring, recordkeeping or programs prepared in conformance with applicable Environmental Laws. Airline further agrees as follows:

(A) *Environmental Permits.*

(i) Airline shall obtain and maintain any and all Environmental Permits required by applicable Environmental Laws to conduct the activities in which Airline engages at the Airport.

(ii) Airline shall comply with any requirement imposed by an Environmental Permit obtained by the City that is or are applicable to Airline or Airline's activities at the Airport, including any plans, monitoring, recordkeeping or programs prepared in conformance with such Environmental Permits or Environmental Laws; provided, however that the City shall adequately give Notice to Airline of such applicable Environmental Permit, Environmental Law and associated requirements, including all applicable deadlines for compliance.

(iii) The City and Airline shall cooperate to ensure compliance with the terms and conditions of any applicable Environmental Permit,

Environmental Law and any associated requirements to insure 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 Airline, its employees, agents, contractors, suppliers, passengers, 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 applicable Environmental Laws or Environmental Permits to be reported by Airline, whether as a result of negligent conduct or otherwise, at, on, under or about the Airport, or any portion thereof, or in the event any written claim, demand, complaint or action is made or taken against Airline that pertains to Airline's failure or alleged failure to comply with any applicable Environmental Laws or Environmental Permits at the Airport or which pertains to the release of Hazardous Materials by Airline at the Airport, Airline 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 Airline is required, by any applicable Environmental Laws, Environmental Permits, or governmental agency, to file any written notice or report of a release or threatened release of Hazardous Materials at, on, under or about the Airport, or any part thereof, Airline shall simultaneously provide a copy of such notice or report to the City.

(C) *Environmental Remediation.* Airline shall undertake with all due diligence all necessary steps to remedy and remove at its cost any Hazardous Material, or environmental condition or damage to the extent caused by, or resulting from, the activities, conduct or presence of Airline or its agents, employees, contractors, or suppliers at the Airport, whether resulting from negligent conduct or otherwise ("Remediation Work"). Such Remediation Work shall be consistent with remediation standards established by or derived from the appropriate government agency responsible for enforcing Environmental Laws or Environmental Permits. Except in the event of an emergency, such Remediation Work shall be performed after Airline submits to the City a written plan for completing such Remediation Work and receives the prior approval of the City through Notice; provided, however, that the City's approval shall not be unreasonably withheld or delayed. 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 or the land title. Specific cleanup levels for any Remediation Work by Airline shall be designed to meet and satisfy the requirements of all applicable Environmental Laws and Environmental Permits and be consistent with the commercial use of the Airport, as determined by the governmental agency responsible for enforcing Environmental Laws or Environmental Permits or for establishing cleanup levels. Neither an ongoing remediation, including any testing or monitoring, nor the use of institutional controls, shall either unreasonably or

materially impair or interfere with the City's use and enjoyment of its property or the Airport, or that of current and future Airport users or tenants. Upon reasonable notice, the City shall have the right to conduct a reasonable review and inspect all such Remediation Work at any time using consultants and representatives of its choice at City's sole expense. Such inspection shall not unreasonably interfere with Airline's operations.

(D) *Access for Environmental Inspection.* Upon reasonable notification to Airline, the City shall have reasonable access to the Leased Premises to inspect the same in order to confirm that Airline is using the Leased Premises in accordance with the requirements of this Section 1002. Airline shall cooperate fully with any such inspections provided that such inspections shall not unreasonably interfere with Airline's operations. If the City's inspection results in any type of written report, the City shall provide Airline a reasonable opportunity to timely review and comment on a draft of the report. Airline shall provide to City for its review and comment copies of: any and all notices to Airline 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, Airline 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 this Subsection to the extent consistent with the City's legal obligations.

(E) *Corrective Action by City.* If Airline fails to comply with any applicable Environmental Laws or Environmental Permits governing its activities at the Airport, or if Airline fails to conduct necessary Remediation Work in a timely manner as required under this Section, the City, as required by applicable Environmental Laws and Environmental Permits, in addition to the rights and remedies described elsewhere herein and any other rights and remedies otherwise available to the City, may enter the Leased Premises and take all reasonable and necessary actions to conduct Remediation Work to remove Hazardous Materials or other contaminants for which Airline is responsible under this Agreement and remedy Airline's non-compliance with such applicable Environmental Laws and Environmental Permits. All Remediation Costs incurred by the City shall be paid or reimbursed by Airline. The City shall add the cost of the Remediation Work plus actual administrative costs, to the Rents, Fees and Charges due hereunder on the first day of the month following the date of such work, and such cost shall be and constitute a part of the Rents, Fees and Charges. Subsequent to receipt of the City's Notice to perform the Remediation Work, the Airline shall not undertake performance of such Remediation Work without the specific prior authorization from the City. Remediation Work, if necessary, and any other actions taken by the City pursuant to this Section, shall be performed in accordance with the provisions of Subsection 1002(C), but only after first having provided Notice to Airline of such failure to comply, and 30 days within which Airline may demonstrate why no such alleged failure is present, or to timely remedy such alleged failure that may be present. If Airline's compliance reasonably requires more than 30 days to

complete, the City may enter the Leased Premises and take such reasonable and necessary measures to achieve compliance only upon Airline's failing to timely begin curing such noncompliance within such 30 day period and to continue diligently working to achieve compliance thereafter.

(F) *Review of Environmental Documents.* At the reasonable request of the City, and at City's expense, Airline shall make available for inspection and copying, at reasonable times, any and all non-privileged documents and materials Airline has prepared pursuant to any applicable Environmental Laws or Environmental Permits, or submitted to any governmental agency, which documents and materials relate to Environmental Laws or Environmental Permits and which pertain to the Airport or the Leased 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, Hazardous Materials releases or threatened releases, or any actual or alleged violation of any applicable Environmental Laws or Environmental Permits are deemed to be cumulative in nature. The City's right to indemnification as provided under this Section shall survive the expiration or early termination of this Agreement.

(H) *Pollution Control.* In addition to all other requirements of this Agreement, Airline, at its cost, shall manage all its operations at the Airport in compliance with all applicable Environmental Laws, Environmental Permits, and with applicable best management practices outlined and delineated in the Airport's Storm Water Pollution Prevention Plan and Storm Water Management Plan, which shall be provided to Airline at Airline's request.

(I) *Environmental Covenants.* So long as they do not adversely impact Airline's day-to-day operations at the Airport, Airline 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 Leased Premises or the Airport; (ii) limits the use of the Leased Premises to nonresidential uses; and/or (iii) reasonably restricts access to soil underlying the Leased Premises or the Airport.

Section 1003. Passengers with Disabilities

Airline shall be responsible for providing boarding assistance to individuals with disabilities as required by 14 C.F.R. Part 382 and 49 C.F.R. Part 27; provided, however, that Airline may use the mechanical lift devices owned and made available by the City in accordance with the provisions of a separate passenger mobile lift device permit that may be granted to Airline by the City.

Section 1004. Nondiscrimination

(A) Airline for itself, its personal representatives, successors in interest, and assigns, agrees that no person on the grounds of race, creed, color, national origin, sex, age, or disability shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in (i) the use of the Airport; or (ii) the construction of any improvements on, over, or under the Airport, and the furnishing of services thereon.

(B) Airline shall comply with all applicable nondiscriminatory requirements that may be imposed pursuant to the Federal Aviation Act of 1958, as amended; the Civil Rights Act of 1964, as amended; 49 C.F.R. Parts 21, 23, and 26, as said regulations may be amended; and state and local laws.

Section 1005. Prevailing Wage

Airline shall include in all service contracts pertaining to the Leased 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 in accordance with the provisions of the Revised Code of The City of St. Louis, Chapter 6.20.

Section 1006. Federal Preemption

Nothing contained in this Agreement is intended, nor shall be construed, as a waiver by either party of any right to assert any claim or defense, or raise any issue in any context or forum including, but not limited to, a court or administrative forum, regarding the preemption by federal law, including but not limited to the Airline Deregulation Act (49 U.S.C. § 41713), of any state or local law or ordinance, or the Rules and Regulations.

ARTICLE XI INSURANCE, DAMAGE, AND INDEMNIFICATION

Section 1101. Insurance

(A) *General.* Airline at all times during the term hereof, shall cause St. Charles County, Missouri, St. Clair County, Illinois, St. Louis County, Missouri, the City, their officers, agents and employees and Airline to be insured on an occurrence basis against the risk of claims and demands by third persons for bodily injury (including wrongful death) and property damage arising or alleged to arise out of the acts or omissions of Airline, its officers, agents, and employees pursuant to this Agreement both on the Leased Premises and the Airport.

(B) *Risks and Minimum Limits of Coverage.* Airline shall procure and maintain the following policies of insurance:

(i) Comprehensive Airline Liability (including aircraft liability, premises liability, products/completed operations liability, hangarkeeper liability, passenger liability, mail and cargo liability) with war risk allied

perils (together, "Airline Liability Insurance") in an amount not less than \$300 million per occurrence and in aggregate, where applicable; provided, however, that War Risk Allied Perils coverage may be provided by the FAA War Risk Insurance Program, or other program generally available in the marketplace. If Airline is providing services at the Airport solely pursuant to the federal Essential Air Service program using aircraft capable of carrying 10 passengers or fewer, Airline may satisfy this requirements with Airline Liability Insurance in an amount no less than \$50 million per occurrence and in aggregate.

(ii) Automobile Liability Insurance in an amount not less than \$10 million primary (no excess), combined single limit per occurrence for automobiles used by Airline in the course of its performance hereunder, including Airline's non-owned and hired autos.

(iii) Workers' Compensation and Employer's Liability Insurance in accordance with Missouri laws and regulations. With respect to Workers' Compensation Insurance, if Airline elects to be self-insured, Airline shall comply with the applicable requirements of law. Airline shall require that all its subcontractors or licensees similarly provide such coverage (or qualify as a self-insured) for their respective employees. City, its officers, employees, or agents shall not be liable or responsible for any claims or actions occasioned by Airline's failure to comply with the provisions of this Subparagraph. The indemnification provisions hereof shall apply to this Section. It is expressly agreed that the employees of Airline are not employees of the City for any purpose, and that employees of the City are not employees of Airline.

(iv) Contents Insurance. Airline shall be solely responsible for obtaining insurance policies that provide coverage for losses of Airline owned property. The City shall not be required to provide such insurance coverage or be responsible for payment of Airline's cost for such insurance.

(v) Builders Risk Insurance. During any period of construction, alteration, refurbishment, demolition, excavation, installation, renovation, or reconstruction for which Airline contracts, Airline shall carry, or shall require its contractor or contractors to carry, a policy of Builders Risk Insurance in an amount sufficient to insure the value of the work. The City shall be named Loss Payee on Builders Risk coverage to the extent of the City's interest therein (except to the extent coverage relates to Airline's equipment and personal property). Airline may elect to self-insure for individual projects with a total cost of \$50,000 or less. In addition, Airline or its contractor(s) shall carry not less than \$3 million of commercial general liability (combined single limit liability) and not less than \$3 million per accident combined single limit of automobile liability insurance coverage (including owned, non-owned and hired vehicles) during the period of

construction, alteration, refurbishment, demolition, excavation, installation, renovation, or reconstruction.

(vi) Other Property Coverage. Airline shall provide an “All Risk” insurance policy providing protection from direct loss arising out of any fortuitous cause other than those perils or causes specifically excluded by norm and which covers Airline’s improvements to the Leased Premises, trade fixtures, and equipment. The City shall be named Loss Payee on such coverage to the extent of the City’s interest therein (except to the extent coverage relates to Airline’s equipment and personal property).

(C) *Issuers of Policies.* The issuer of each policy required herein shall be a financially sound insurance company authorized to do business in the State of Missouri. Acceptable insurers include insurance companies with an “A.M. Best Company” rating of at least an “A-,” or other insurers or insurance syndicates of similar recognized responsibility.

(i) Form of Policies. The insurance may be in one or more policies of insurance.

(ii) Non-waiver. Nothing the City does or fails to do shall relieve Airline from its duties to provide the required coverage hereunder, and the City's actions or inactions shall not be construed as waiving the City's rights hereunder.

(iii) Insured Parties. Each policy, except those for Workers' Compensation and Employer's Liability shall name the City, its officers, agents, and employees as “additional insured” on the certificate of insurance, including all renewal certificates, to the extent of Airline’s indemnification obligations hereunder. Upon City’s request, Airline shall provide City with an endorsement (unless policy allows for blanket endorsement, of which Airline shall provide reasonable proof) and a certificate consistent with the requirements of this Subsection. Inclusion as an “additional insured” is not intended to, and shall not, make the City a partner or joint venturer with Airline in its operations.

(iv) Deductibles. Airline shall assume and bear any claims or losses to the extent of any deductible amounts and waives any claim it may ever have for the same against the City, its officers, agents, or employees; provided, however, that nothing herein stated shall diminish Airline's rights or increase Airline's obligations in respect to its undertakings or hold harmless defense and indemnification set forth in Section 1104 hereof.

(v) Cancellation. Each liability policy, except Worker’s Compensation and Employer’s Liability Insurance, shall expressly state that it may not be cancelled or materially modified unless 30 days, or in the case of War Risk,

7 days, advance Notice is given to the City by the insurance company or authorized representative of Airline.

(vi) Subrogation. Each policy shall contain an endorsement by which the issuer waives any claim or right in the nature of subrogation to recover against the City, its officers, agents, or employees.

(vii) Certification of Primary Insurance. Each policy hereunder except Workers' Compensation shall be primary insurance to any other insurance available to the Additional Insured.

(viii) Liability for Premium. Airline shall be solely responsible for payment of all insurance premiums required pursuant to this Agreement, and the City shall not be obligated to pay any premiums; provided, however, that if Airline fails to obtain the insurance as required herein or make premium payments, the City may, with written notification, effect such insurance or make such payments on Airline's behalf and, after Notice to Airline, the City may recover the cost of those payments with the installment of Rents, Fees, and Charges next due, plus 15% administrative charge, from Airline.

(ix) Proof of Insurance. Within thirty (30) days of the Commencement Date of this Agreement and at any time during the term hereof, Airline shall furnish the City with certificates of insurance. Airline shall use its best efforts to submit to the City a certificate showing that such insurance coverage has been renewed at least 5 days prior to the expiration of any such policy. If such coverage is canceled or materially modified, Airline shall, within 15 days after the date of such notice from the insurer of such cancellation or material modification, file with the City a certificate showing that the required insurance has been reinstated or provided through another insurance company or companies. Upon reasonable notification by the City to Airline, the City shall have the right to examine Airline's insurance policies at the Airlines' offices at the Airport.

(D) *Maintenance of Coverage*. Notwithstanding the proof of insurance requirements set forth above, it is the intention of the parties hereto that Airline, continuously and without interruption, maintain in force the required insurance coverages set forth above.

(E) *City Right to Review and Adjust Coverage Limits*. The City reserves the right at reasonable intervals throughout the Term to cause the insurance requirements of this Article to be reviewed, at its sole cost, by an independent insurance consultant experienced in insurance for public airports, taking into consideration changes in statutory law, court decisions, or the claims history of the airline industry as well as that of Airline, and, based on the written recommendations of such consultant, after providing adequate notice to and in

consultation with Airline, to reasonably adjust the insurance coverages and limits required herein but not more often than every 24 months.

Section 1102. Airline Actions Affecting Insurance

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

Section 1103. Damage to Premises

(A) *Minor Damage.* If any part of the Leased Premises, or adjacent facilities directly and substantially affecting the use of the Leased Premises, is partially damaged by fire or other casualty, but said circumstances do not render the Leased Premises untenable as determined by the City, the same shall be repaired to usable condition with due diligence by the City as provided in this Section.

(B) *Substantial Damage.* If any part of the Leased Premises, or adjacent facilities directly and substantially affecting the use of the Leased Premises, is so extensively damaged by fire, or other casualty, as to render any portion of said Leased Premises untenable but capable of being repaired, as determined by the City, the same shall be repaired to usable condition with due diligence by the City as provided in this Section. In such case, the rents payable hereunder with respect to affected Leased Premises shall be paid up to the time of such damage and shall thereafter be abated ratably in the proportion that the untenable area bears to the total Leased Premises of the same category or type of space. Such abatement in rent will continue until the affected Leased Premises are restored adequately for Airline's use. The City shall use its best efforts to provide alternate facilities to continue Airline's operation while repair, reconstruction, or replacement is being completed, at a rental rate not to exceed that provided herein for comparable space, provided that Airline's rental costs shall not increase as a result of any such alternate facilities unless Airline requests additional space and/or space replacement of a classification at higher rental rates concurrent with such reassignment to alternate facilities.

(C) *Total Damage.*

(i) If any part of the Leased Premises, or adjacent facilities directly and substantially affecting the use of the Leased Premises, is damaged by fire

or other casualty, and is so extensively damaged as to render any portion of said Leased Premises incapable of being repaired, as determined by the City, the City shall notify Airline as soon as practicable under the circumstances after the date of such damage of its decision whether to reconstruct or replace said space. However, the City shall be under no obligation to replace or reconstruct such premises. The rents payable hereunder with respect to affected Leased Premises shall be paid up to the time of such damage and thereafter shall cease until such time as replacement or reconstructed space shall be available for use by Airline.

(ii) If the City elects to reconstruct or replace affected Leased Premises, the City shall use its best efforts to provide alternate facilities to continue Airline's operation while repair, reconstruction, or replacement is being completed, at a rental rate not to exceed that provided herein for comparable space. However, if such damaged space shall not have been replaced or reconstructed, or the City is not diligently pursuing such replacement or reconstruction, within 6 months after the date of such damage or destruction, Airline shall have the right, upon giving the City 30 days advance Notice, to delete the affected Leased Premises from this Agreement, but this Agreement shall remain in effect with respect to the remainder of said Leased Premises, unless such damaged or destroyed premises substantially or materially prevent Airline from operating its Air Transportation Business at the Airport.

(iii) If the City elects not to reconstruct or replace affected Leased Premises, the City shall meet and consult with Airline on ways to permanently provide Airline with adequate replacement space for affected Leased Premises. Airline shall have the right, upon giving the City 30 days advance Notice, to delete the affected Leased Premises from this Agreement, but this Agreement shall remain in full force and effect with respect to the remainder of said Leased Premises, unless the loss of such premises substantially or materially prevents Airline from operating its Air Transportation Business at the Airport.

(D) *Scope of Restoration of Premises.*

(i) The City's obligations to repair, reconstruct, or replace affected Leased Premises under the provisions of this Section shall in any event be limited to using due diligence and best efforts to restore affected Leased Premises to substantially the same condition that existed prior to any such damage and shall further be limited by the provisions of Subsections 1103(A)-(C). If the City elects to repair, reconstruct, or replace affected premises as provided in this Section, then Airline shall proceed with due diligence and at its sole cost and expense to repair, reconstruct, or replace its signs, fixtures, furnishings, equipment, and other items provided or installed by Airline in or about the Leased Premises in a manner and in a

condition at least equal to that which existed prior to said damage or destruction.

(ii) In lieu of the City's repair, reconstruction, or replacement of the affected premises, as provided in this Section, if Airline requests to perform said function with respect to damage under Subsections 1103(A) and (B), the City may, in its sole discretion, allow Airline to do so. Any such work by Airline must be done in accordance with the requirements of Section 801. The City shall reimburse Airline for the cost of such authorized work performed by Airline as agreed to in writing by Airline and the City. Airline shall be considered to be doing such work on its own behalf and not as an agent or contractor of the City.

(E) *Damage From Airline Negligence.* Notwithstanding the provisions of this Section, if damage to or destruction of the Leased Premises is due to the negligent or willful acts of Airline, its agents, servants, or employees, or those under its control, there shall be no abatement of rent during the restoration or replacement of said Leased Premises. In addition, Airline shall have no option to delete the affected Leased Premises from this Agreement. To the extent that the costs of repairs pursuant to this Section shall exceed the amount of any insurance proceeds payable to the City by reason of such damage or destruction, Airline shall pay the amount of such additional costs to the City.

Section 1104. Indemnification

(A) Airline shall defend, indemnify, and hold harmless St. Charles County, Missouri, St. Clair County, Illinois, St. Louis County, Missouri, the City, their respective officers, agents and employees (the "Indemnified Parties") from and against any and all loss, liability, penalties, damages of whatever nature, causes of action, suits, claims, demands, judgments, injunctive relief, awards, settlements, costs, and expenses, including payments of claims of liability resulting from any injury or death of any person or damage to or destruction of any property including all reasonable costs for investigation and defense thereof (including but not limited to attorneys' fees, court costs and expert fees) of any nature, arising out of a breach by Airline of this Agreement, the conduct of Airline's Air Transportation Business, or the use of the Leased Premises or other areas or facilities at the Airport by Airline, its agents, employees, contractors, or subcontractors, including, but not limited to:

- (i) the acts or omissions of Airline, its agents, employees, contractors, or suppliers; and
- (ii) Airline's use or occupancy of the Airport and the Leased Premises.

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

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

(C) Airline shall defend, indemnify, and hold harmless the Indemnified Parties from and against any claim, suit, demand, action, liability, loss, damage, judgment, or fine, and all costs and expenses of whatever kind or nature associated therewith in any way arising from or based in whole or substantial part upon claim or allegation of a violation of any federal, state, or local laws, statutes, resolutions, regulations, ordinance, or court order affecting the Airport, by Airline, its agents, employees, contractors, or suppliers, in conjunction with Airline's use and/or occupancy of the Leased Premises or its operations at the Airport. Airline will, at its own cost and expense, defend all such claims, demands and suits, whether frivolous or not. Airline shall include the substance of this Subsection (C) in every sublease, contract or other agreement which Airline may enter into related to its activities at the Airport, and any such sublease, contract or other agreement shall specifically provide that the City is a third-party beneficiary of this and related provisions. This provision does not constitute a waiver of any other condition of this Agreement prohibiting or limiting assignments, subletting or subcontracting.

(D) Airline shall defend, indemnify, and hold harmless the Indemnified Parties from and against any claim, suit, demand, action, liability, loss, damage, judgment, or fine, and all costs and expenses of whatever kind or nature arising from or based in whole or part upon the presence in, or the release into, the environment or the Airport of any Hazardous Materials to the extent caused by, or resulting from, the acts or omissions of Airline or its agents, employees, contractors, invitees, licensees, or suppliers at the Airport whether resulting from negligent conduct or otherwise.

(E) If a prohibited incursion into the air operations area occurs, or if the Airfield Operations Area or sterile area security is breached, by or due to the negligence or willful act or omission of any of Airline's employees, agents, contractors, or suppliers, and such incursion or breach results in a civil penalty action against the

City, Airline shall assume the defense of any such action and be responsible for any civil penalty or settlement amount required to be paid by the City as a result of such incursion or breach. The City shall promptly and timely notify Airline of any allegation, investigation, or proposed or actual civil penalty sought for such incursion or breach. Civil penalties and settlement and associated expenses reimbursable under this paragraph include but are not limited to those paid or incurred as a result of violation of FAA or TSA regulations or security directives.

(F) Airline's obligation to defend and indemnify past officers, employees, and agents of the City shall apply to such persons only for claims, suits, demands, actions, liability, loss, damages, judgments, or fines arising from events, occurrences, and circumstances during which said officers, employees, and agents held their office or position with the City.

(G) The City shall promptly notify Airline of each claim, action, proceeding, or suit in respect of which indemnity may be sought by the City against Airline hereunder, setting forth the particulars of such claim, action, proceeding or suit; shall furnish Airline with a copy of all judicial filings and legal process and any correspondence received by the City related thereto; and shall tender the defense of same to Airline.

(H) The duty to defend, indemnify, hold harmless, and reimburse shall apply to any claim, demands, or suits made against the City for which Airline is responsible pursuant to this Section. Provided, however, that upon the filing by anyone of a claim with the City for damages arising out of incidents for which Airline herein agrees to indemnify and hold the City harmless, the City shall promptly notify Airline of such claim and, if Airline does not settle or compromise such claim, then Airline shall undertake the legal defense of such claim both on behalf of Airline and on behalf of the City, at Airline's expense; provided, however, that Airline shall promptly and timely notify City if a conflict between the interests of Airline and City arises during the course of such representation. Airline shall use counsel reasonably acceptable to the City Counselor of the City or his or her designee, after consultation with the Airport Director, in carrying out its obligations hereunder. The provisions of this Section shall survive the expiration or early termination of this Agreement. It is specifically agreed, however, that the City, at its option and at its own expense, may participate in the legal defense of any claim defended by Airline in accordance with this Section. Any final judgment rendered against the City for any cause for which Airline is liable hereunder shall be conclusive against Airline as to amount upon the expiration of the time for appeal therefrom. Nothing in this Article shall be deemed a change or modification in any manner whatsoever of the method or conditions of preserving, asserting, or enforcing any claim of legal liability against the City. This Section shall not be construed as a waiver of the City's sovereign or other immunity.

(I) The City, at its own expense except as otherwise provided herein, shall be invited to attend and participate in all meetings (including those related to settlement) and to appear and participate in all judicial proceedings and to the extent

of its interests, approve, in writing, the terms of any settlement related to any claim, action, proceeding or suit set forth in this Section.

(J) Notwithstanding the provisions of this Section, Airline shall have no obligation to defend, indemnify, or hold harmless the City for any consequential damages, lost profits or other special damages, or for any amounts to be paid in connection with losses, liabilities, penalties, damages of whatever nature, causes of action, suits, claims, demands, injunctive relief, judgments, awards and settlements because, and to the extent, of the negligence or willful misconduct of the Indemnified Parties, but only if the Indemnified Parties are conclusively determined to be more than 10% liable due to contributory negligence.

(K) This Section shall survive the expiration or early termination of this Agreement. Airline understands and agrees that any insurance protection furnished by Airline pursuant to Section 1101 shall in no way limit Airline's responsibility to indemnify and hold harmless the City under the provisions of this Agreement.

Section 1105. City Not Liable

Unless otherwise expressly provided for in this Agreement, the City shall not in any event be liable to Airline for:

(A) any acts or omissions of Airline, its officers, directors, employees, agents, contractors, or suppliers, or for any conditions resulting from the operations or activities of Airline's directors, officers, employees, agents, contractors, or suppliers;

(B) Airline's failure to perform any of the obligations hereunder or for any delay in the performance thereof;

(C) any environmental condition in existence at the Airport, or any part thereof, which condition may interfere with Airline's business or other operations or activities, or which might otherwise cause damages to Airline through loss of business, destruction of property, or injury to Airline, its officers, directors, employees, agents, contractors, suppliers, passengers, invitees, or licensees except to the extent such conditions are caused by the City, its employees or agents; or

(D) bodily injury or any loss or damage to real or personal property or business income occasioned by flood, fire, smoke, earthquake, lightning, windstorm, hail, explosion, riot, strike, civil commotion, vandalism, malicious mischief, or acts of war or terrorism, or for any injury, loss or damage not caused by the negligence, willful misconduct, or bad faith of the City.

ARTICLE XII MERGERS, ASSIGNMENT, AND SUBLETTING

Section 1201. Airline Mergers and Consolidations

If Airline consolidates with or merges into another company or permits one or more other companies to consolidate with or merge into it, or transfers or conveys all or substantially all of its property, assets and licenses to another company, the business entity resulting from or surviving such merger (if other than Airline) or consolidation (if other than Airline) or the company to which such transfer or conveyance is made shall (i) expressly assume in writing and agree to perform all of Airline's obligations hereunder, (ii) be qualified to do business in the State of Missouri, and (iii) if such business entity is not organized and existing under the laws of the United States of America or any state or territory thereof or the District of Columbia, furnish to the City an irrevocable consent to service of process in, and to the jurisdiction of, the courts of the State of Missouri with respect to any action or suit, in law or at equity, brought by the City to enforce this Agreement. If Airline is the surviving business entity in such a merger or consolidation, the express assumption referred to in this Section shall not be required.

Section 1202. Airline Assignments

Airline shall not assign, transfer, convey, sell, mortgage, pledge, or encumber (hereinafter collectively referred to as "Assignment") this Agreement other than in connection with a transaction referenced in Section 1201 or sublet its Leased Premises without the advance approval of the City, which is to be given by Notice to Airline. No Assignment of this Agreement or sublet of the Leased Premises shall be effective without advance approval of the City. If Airline fails to obtain advance approval from the City of any such Assignment or sublet, the City, in addition to the rights and remedies set forth in Article XIII and by law, shall have the right, in its sole discretion, to hold Airline responsible for continued performance of its obligations throughout the Term, or to immediately terminate this Agreement, and the assignee or sublessee shall acquire no interest herein or any rights to use the Leased Premises.

Section 1203. City Approval of Assignments

No Assignment of this Agreement other than in connection with a transaction referenced in Section 1201 shall be effective without advance approval of the City, which may approve, condition or deny such Assignment in its sole discretion pursuant to City Ordinance 63687.

Section 1204. City Approval of Subleases

No sublease of Airline's Leased Premises shall be effective without approval by the City, which approval is to be given to Airline by Notice, and shall take into consideration the best interest of the traveling public and the operations of the Airport. All subleases shall be subordinate to this Agreement. Without in any manner limiting the City's general right to approve, disapprove, or condition subleases, it shall not be unreasonable

for the City to disapprove or condition a sublease of Airline's Leased Premises on any or all of the following circumstances, among others:

- (A) The proposed sublease imposes excessive or otherwise unfair terms and conditions on the sublessee.
- (B) An airline, including a Signatory Airline which is not leasing space directly from the City, proposes to sublease, in whole or in part, the Leased Premises, and the City determines that there is space in the Terminal Buildings available for lease directly from the City by the proposed sublessee; provided, however, that this paragraph shall not apply to subleases with Affiliates and Partners.
- (C) The proposed sublease does not contain a provision which permits it to be terminated upon Notice from the City to the parties thereto of the availability of City-controlled space; provided, however, that this paragraph shall not apply to subleases with Affiliates and Partners.
- (D) The proposed sublease does not recognize explicitly that it is subordinate to this Agreement.

The occasional use of a Preferential Use Gate or the Preferential Baggage Make-up Area by another airline to accommodate non-routine irregular operations shall not be considered a sublease arrangement for purposes of this Section.

Section 1205. Method of Obtaining Approval of Subleases

When requesting approval of a sublease under Sections 1202 and 1204, Airline shall include with its request a copy of the proposed agreement, if prepared, or a detailed summary of the material terms and conditions to be contained in such agreement. Any proposed agreement or detailed summary thereof shall provide information required by the City, including the following:

- (A) the Leased Premises to be sublet;
- (B) the terms;
- (C) if a sublease, the rents and fees to be charged; and
- (D) any other material term and condition of the sublease.

If approved, Airline shall submit a fully executed copy of such agreement to the City within 30 days after the commencement of the sublease.

Section 1206. Charges to Sublessees

The City shall not approve any sublease that includes charges other than the following:

- (A) a reasonable charge for any services, equipment, and property provided by Airline;
- (B) actual costs other than rental costs incurred by Airline; and
- (C) reasonable rents not to exceed 115% of Airline's Rents, Fees, and Charges allocable to the subleased portion of the Leased Premises.

Section 1207. Airline to Remain Liable

Airline shall remain fully and primarily liable throughout the Term for the payment of all of the Rents, Fees, and Charges due and payable to the City for the Leased Premises that are subject to a sublease, and shall remain fully responsible for the performance of all the other obligations hereunder, unless otherwise agreed to by the City.

ARTICLE XIII DEFAULT AND TERMINATION

Section 1301. Events of Default

Each of the following constitutes an “Event of Default” under this Agreement:

- (A) Airline fails to punctually pay when due any Rents, Fees, and Charges, or any other sum required to be paid hereunder, or fails to remit any PFC when due, or fails to comply with its PFC reporting requirements to the City, and such failure continues for a period of 15 days after Notice of non-payment or non-remittance has been given to Airline by the City.
- (B) Airline fails to keep, perform and observe any promise, covenant or other provision of this Agreement for a period of 30 days after Notice specifying such failure by the City; provided, however, that any such failure which can be cured, but which cannot with due diligence be cured within such 30 day period, shall not give rise to the City's right to terminate this Agreement if corrective action is instituted by Airline within such 30 day period and diligently pursued until the failure is corrected.
- (C) Any representation or warranty of a material fact made by Airline herein or in any certificate or statement furnished to the City pursuant to or in connection herewith proves untrue in any material respect as of the date of issuance or making thereof, and such materiality is then continuing.
- (D) Airline discontinues its Air Transportation Business at the Airport for a period of 60 consecutive days or, after exhausting or abandoning any further appeals, Airline is prevented for a period of 60 consecutive days by action of any governmental agency other than the City from conducting its Air Transportation Business at the Airport.

(E) Airline fails to meet and maintain any of the Security Deposit requirements in accordance with Section 506 for a period of 10 days after Notice of such failure by the City.

(F) Airline fails to maintain the minimum required insurance coverage as required by Section 1101 for a period of 30 days after Notice specifying such failure by the City, provided that the City shall have the right to immediately suspend Airline's right to operate at the Airport until Airline has obtained the minimum required insurance coverage.

(G) Airline fails to maintain true and accurate books, records, and accounts resulting in an underpayment of Rents, Fees, and Charges by Airline to the City, and such underpayment continues for a period of 6 months.

(H) Airline becomes insolvent (as such term is defined under Section 101 of the Federal Bankruptcy Code, 11 U.S.C. § 101 et seq. (the "Bankruptcy Code"), or any successor statute thereto); or fails to pay its debts generally as they mature; or takes the benefit of any present or future federal or state insolvency statute; or makes a general assignment for the benefit of creditors.

(I) Airline files a voluntary petition in bankruptcy or a petition or answer seeking an arrangement of its indebtedness under the Bankruptcy Code or under any other law or statute of the United States or of any state thereof, or under any law or statute of another country; or consents to the appointment of a receiver, trustee, custodian, liquidator, or other similar official, of all or substantially all of its property; or an order for relief is entered by or against Airline under any chapter of the Bankruptcy Code.

(J) Airline is adjudged a debtor or bankrupt and/or an order is made approving a petition filed by any of Airline's creditors or stockholders seeking Airline's liquidation or reorganization under the Bankruptcy Code or under any other law or statute of the United States or any state thereof, and such order or decree is not stayed or vacated within 60 days of its issuance.

(K) A petition under any chapter of the Bankruptcy Code or an action under any federal or state insolvency law or statute, or an action under any insolvency law or statute of another country is filed against Airline and is not dismissed or stayed within 60 days after the filing thereof.

(L) By or pursuant to, or under authority of any legislative act, resolution, or rule, or any order or decree of any court or governmental board, agency or officer, a receiver, trustee, custodian, liquidator, or other similar official takes possession or control of all or substantially all of the property of Airline and such possession or control continues in effect for a period of 60 days.

(M) Airline becomes a business entity in dissolution.

(N) The letting, license, or other interest of or rights of Airline hereunder is transferred to, passed to, or devolved upon, by operation of law or otherwise, any other person, firm, corporation, or other entity, by, in connection with or as a result of any bankruptcy, insolvency, trusteeship, liquidation, or other proceedings or occurrence described in subparagraphs (H) through (M) of this Section.

(O) Airline enters into an assignment or sublease which is not approved by the City in accordance with the provisions of Article XII, and, if a sublease, it is not terminated within 10 days after Notice from the City.

Section 1302. Termination by the City

(A) Whenever an Event of Default has occurred, the City may at its option, immediately and without further notification of such Event of Default:

(i) Terminate this Agreement and/or Airline's rights granted hereby, but without discharging any of Airline's obligations hereunder and, at the City's further option, exclude Airline from its Leased Premises. If Airline uses, occupies, or fails to surrender or remove its property from its Leased Premises, or any portion thereof, without the consent of the City after this Agreement has been terminated or expires, Airline may be deemed a tenant at sufferance during the period of such use or failure and, in such event, Airline shall pay Rents, Fees, and Charges established by the City for Nonsignatory Airlines during such period. In such event, the City shall have, in addition to whatever other rights are available to the City, the right to all remedies provided under applicable laws, and reasonable costs, disbursements, and attorney fees including consequential damages incurred as a result of the holdover.

(ii) Without terminating this Agreement, exclude Airline from its Leased Premises and use its best efforts to lease such Leased Premises to a replacement airline. Airline shall remain liable for all Rents, Fees, and Charges and other payments due hereunder for the remainder of the Term; provided, however, that any rents received from a replacement airline shall be credited against the amounts owed by Airline.

(B) In the event of an Event of Default, the City may exercise any and all of the rights provided to it in this Section irrespective of any subsequent cure by Airline, unless otherwise mutually agreed by Airline and the City.

(C) In accordance with the provisions of 14 C.F.R. Part 158, App. A(B)(7), as it may be amended from time to time, if any of Airline's Leased Premises is financed in whole or in part with PFC revenue, and if Airline has an exclusive lease or use agreement for facilities at the Airport ("Exclusive Facilities"), and if any portion of such Exclusive Facilities is not fully utilized and is not made available for use by potentially competing airlines, this Agreement may be terminated by the City.

(D) The remedies set forth in this Article shall be in addition to all other remedies which are or may be available to the City at law or in equity to enforce the performance and observance of any obligation, agreement or covenant of Airline hereunder, including collection of amounts due.

(E) All rights and remedies given to the City herein and all rights and remedies granted to the City by law shall be cumulative and concurrent. No termination of this Agreement or the taking or recovering of the Leased Premises shall deprive the City of any of the City's remedies or actions against Airline for Rents, Fees, and Charges or for damages or for the breach of any covenant herein contained, nor shall the bringing of any action for Rents, Fees, and Charges or breach of covenant, the resort to any other remedy herein provided for the recovery of Rents, Fees, and Charges, or any delay in exercising such rights, be construed as a waiver of the right to obtain possession of the Leased Premises.

(F) In no event shall this Agreement or any rights or privileges hereunder be an asset of Airline under any bankruptcy, insolvency, or reorganization proceedings.

Section 1303. Change of Term

Notwithstanding the provisions of Section 201, automatically and immediately upon the occurrence of an Event of Default described in Subsections 1301 (H) - (M), the Term shall convert to month-to-month; provided, however, that the conversion of the Term pursuant to this Section shall not discharge any of Airline's obligations hereunder nor affect any of the City's remedies set forth herein.

Section 1304. Termination by Airline

At any time that Airline is neither in default nor has committed an Event of Default hereunder, Airline may terminate this Agreement to the extent set forth below, at Airline's option, prior to the scheduled expiration date set forth in Section 201, by giving the City 60 days' advance Notice upon or after the happening and during the continuance of any of the following events:

(A) Any action of the FAA or any other federal, state, county, or municipal governmental agency refusing to permit Airline to operate into, from, or through the Airport such aircraft (licensed for use in scheduled air transportation) as Airline has previously operated regularly thereon, and the remaining in force of such refusal for a period of at least 60 days; provided however, that this provision shall not apply if occasioned by Airline's failure to comply with airworthiness or noise standards for aircraft as promulgated by FAA;

(B) Any failure by the City to keep, perform and observe any material promise, covenant, or other provision of this Agreement for a period of 30 days after Notice specifying such failure and requesting that it be remedied is given to the City by Airline; provided, however, that any such failure which can be cured, but which cannot with due diligence be cured within such 30 day period, shall not give rise to Airline's right to terminate this Agreement if corrective action is instituted by the

City within such 30 day period and diligently pursued until the failure is corrected;
or

(C) Airline is prevented from conducting its Air Transportation Business at the Airport for a period in excess of 90 consecutive days for any reason other than causes directly controlled by Airline.

ARTICLE XIV SURRENDER OF PREMISES

Section 1401. Surrender of Premises

(A) *Surrender of Premises.* On expiration of the Term or earlier termination as hereinafter provided, or on reassignment or reallocation of the Leased Premises as provided herein, Airline shall:

(i) peaceably surrender possession of the Leased Premises and other space made available to Airline hereunder in a clean, sanitary, and good condition, excepting only reasonable wear and tear (taking into account repair and maintenance required to be done by Airline), acts of God, fire, and other casualties, and conditions that can be shown by Airline existed prior to Airline's occupancy or use of the Leased Premises, and the City shall have the right to take possession of said Leased Premises and other space made available to Airline hereunder; and

(ii) return the Leased Premises to the City in a condition such that Hazardous Materials which were placed, stored, used, generated, treated, released, discharged, disposed, and/or spilled on, under, or about the Leased Premises by Airline, its officers, directors, employees, agents, contractors, or suppliers do not exceed allowable levels established under applicable Environmental Laws and Environmental Permits in accordance with Section 1002(C). If the City is required under applicable Environmental Laws to undertake actions to bring the Leased Premises into compliance with this provision, or any applicable Environmental Laws or Environmental Permits as a result of Airline's failure to timely correct same in accordance with Subsection 1002(C), Airline shall reimburse the City for any Remediation Costs incurred by the City, as provided for in Subsection 1002(E).

The City shall not be required to notify Airline to quit possession at the expiration date of the Term.

(B) *Removal of Personal Property.* Provided Airline is not in default for non-payment of Rents, Fees, and Charges, or any other payment due hereunder, or non-remittance of PFCs, Airline shall have the right, on expiration or early termination of this Agreement and within 30 days thereafter, to remove or dispose of all trade fixtures and equipment and other personal property installed or placed by Airline, in, on, or about the Airport. Airline shall not be entitled to remove non-trade

fixtures without the advance consent of the City. If, following the expiration or early termination of this Agreement, the City has immediate need to accommodate a new tenant, the City may remove and store Airline's trade fixtures, equipment and personal property, at Airline's risk.

(C) *Removal Damages.* Airline shall repair any damage caused by the removal of its trade fixtures, equipment, or personal property. Removal shall be at Airline's expense. Notwithstanding the above, consideration shall be given to the intended long-term use of the premises and if the City determines that such premises would not be maintained for a period warranting the repairs indicated above, the City may alter or waive the repair requirement of this Subsection. If the Leased Premises are yielded or delivered to the City in need of repair, reconditioning, or restoration to the condition that existed when Airline first used the Leased Premises pursuant to this Agreement or any preceding agreement (reasonable wear and tear taking into account repair and maintenance required to be done by Airline excepted), after reasonable notification by the City to Airline, the City shall repair or recondition said Leased Premises and the cost thereof, plus actual administrative costs, shall be invoiced to Airline and payable immediately. The City shall determine the condition of the Leased Premises at the expiration or early termination of this Agreement.

(D) *Ownership of Fixtures and Personal Property Not Removed.* If, after 30 days following any of the actions or remedies authorized by Subsection 1302(A) or the expiration of this Agreement, Airline fails to remove its fixtures and other personal property from the Leased premises, such fixtures and personal property may be deemed abandoned. In addition to whatever other rights are available to the City, with prior notification of Airline, the City may: (i) remove, sell, or store Airline property at Airline's expense, or (ii) take title to Airline property in lieu of removal on behalf of Airline. If the City takes title to such property or otherwise disposes of the property, the City shall be entitled to all proceeds of sale of such Airline property as liquidated damages for the breach of this covenant to remove.

ARTICLE XV MISCELLANEOUS PROVISIONS

Section 1501. Relationship of Parties

Nothing herein contained is intended or shall be construed to create or establish any relationship other than that of lessor and lessee, and nothing herein shall be construed to establish any partnership, joint venture or association or to make Airline the general representative or agent of the City for any purpose whatsoever.

Section 1502. Amendment

Except as otherwise expressly provided herein, this Agreement may not be changed, modified, discharged, or extended except by written amendment duly executed by the parties.

Section 1503. Subordination to Agreements with the United States

(A) This Agreement shall be subordinated to the provisions of any existing or future agreement between the City and the United States Government or governmental authority, relating to the operation or maintenance of the Airport, the execution of which has been or will be required as a condition precedent to the granting of federal funds or the approval to impose or use PFCs for the improvement or development of the Airport. Airline shall not cause the City to violate any assurances made by the City to the United States Government in connection with the granting of such federal funds or the approval of such PFCs.

(B) All provisions of this Agreement shall be subordinate to the rights of the United States of America to operate all of the Airport or any part thereof during time of war or national emergency. Such rights shall supersede any provisions of this Agreement inconsistent with the operation of the Airport by the United States of America.

Section 1504. Subordination to Trust Indenture

(A) This Agreement and all rights granted to Airline hereunder are expressly subordinated and subject to the lien and provisions of the pledges, covenants (including rate covenants), transfers, hypothecation, or assignments made by the City in the Trust Indenture and any Bond ordinance (including related documents authorized or approved by such ordinance) enacted by the City regarding the issuance of Bonds. The City expressly reserves the right to make such pledges and grant such liens and enter into covenants as it may deem necessary or desirable to secure and provide for the payment of Bonds, including the creation of reserves therefor; provided, however, that the City shall give Notice to Airline and shall provide a reasonable amount of time for consultation with Airline and other Signatory Airlines before the City adopts an amendment to the Trust Indenture or any Bond ordinance; and further provided that if the City adopts an amendment to the Trust Indenture that materially affects the method of calculation of Rents, Fees, and Charges as set forth in this Agreement, Airline may terminate this Agreement with Notice to the City no later than 30 days after the adoption of such amendment to the Trust Indenture.

(B) Airline understands that the City is and will be the issuer of Bonds. With respect to outstanding Bonds that may be issued in the future, the interest on which is intended to be excludable from gross income of the holders of such Bonds for federal income tax purposes under federal law, Airline shall not act, or fail to act (and will immediately cease and desist from any action, or failure to act) with respect to the use of the Leased Premises, if the act or failure to act may cause the City to fail to be in compliance with the provisions of federal law with respect to those types of Bonds, as it now exists or may be amended, supplemented, or replaced, or the regulations or rulings issued thereunder, nor will Airline take, or persist in, any action or omission that may cause the interest on the tax-exempt Bonds either (i) not to be excludable from the gross income of the holders thereof

for federal income tax purposes; or (ii) to become subject to the alternative minimum tax for federal income tax purposes.

Section 1505. Certificate in Connection with Issuance of Bonds

In connection with any issuance of Bonds by the City, upon not less than 30 days prior request by the City, Airline shall deliver to the City a statement in writing certifying, to the extent true:

(A) that this Agreement is unmodified and in full force and effect (or if there have been modifications, a description of such modifications and that the Agreement as modified is in full force and effect);

(B) that to Airline's knowledge the City is not in default under any provision of this Agreement, or, if in default, the nature thereof in detail; and

(C) such further matters as may be reasonably requested by the City, it being intended that any such statement may be relied upon by the parties involved in such issuance of Bonds.

Section 1506. No Third Party Beneficiaries

This Agreement is for the sole benefit of the parties hereto and their permitted assigns and nothing herein expressed or implied shall give or be construed to give to any person or entity (including other Signatory Airlines) other than the parties hereto and their assigns any legal or equitable rights hereunder.

Section 1507. Counterparts

This Agreement may be executed in one or more counterparts.

Section 1508. Exhibits

All certificates, documents, exhibits, attachments, riders, and addenda referred to herein, including the exhibits referred hereto, are hereby incorporated into this Agreement by reference and made a part hereof as though set forth in full in this Agreement to the extent they are consistent with its conditions and terms.

Section 1509. Survival of Warranties

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

Section 1510. Quiet Enjoyment

Upon payment of all amounts due hereunder and performance of the covenants and agreements on the part of Airline to be performed hereunder, the City shall not act or fail to act, except as otherwise provided by this Agreement, in a manner that will prevent

Airline from peaceably having and, in accordance with the terms hereof, enjoying the Leased Premises and all rights, licenses, services, and privileges of the Airport and its appurtenances and facilities granted herein.

Section 1511. No Personal Liability

(A) The City shall not be liable for any acts or omissions of any airline, or any condition resulting from the operations or activities of tenants or their representatives. Except as expressly set forth in this Agreement or as a matter of law, Airline shall not be liable for any acts or omissions of any other airline or the City or any condition resulting from the operations or activities of other tenants of the City or their representatives.

(B) No director, officer, employee, or agent of the City or Airline shall be charged personally or held contractually liable by or to the other party under any term or provision of this Agreement or because of any breach hereof or because of its or their execution of this Agreement. Any administrative complaint brought against the City relating to any aspect of this Agreement shall be brought against the City and not against named individual respondents.

Section 1512. Governing Law and Forum Selection

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

Section 1513. Communications and Notices

(A) Except as otherwise expressly provided in this Agreement, all communications, including notifications, requests, authorizations, approvals, demands, and consents provided for hereunder shall be in writing.

If to the City, to:

Airport Director
Lambert-St. Louis International Airport
10701 Lambert International Boulevard
St. Louis, Missouri 63145

with copy to:

Airport Properties Department
Lambert-St. Louis International Airport
10701 Lambert International Boulevard
St. Louis, Missouri 63145

If to Airline, to:

AIRLINE ADDRESSEE

or to such other person or address as either the City or Airline may hereafter designate by Notice to the other in accordance with Subsection 1513(B).

(B) All Notices required by this Agreement shall be mailed via certified mail return-receipt requested, via overnight mail with receipt, or personally delivered to the City and Airline at the addresses set forth in Subsection 1513(A), with copy to:

If to the City:

Office of the City Counselor
Airport Legal Department
10701 Lambert International Boulevard
St. Louis, Missouri 63145

If to Airline:

AIRLINE ADDRESSEE

or to such other person or address as either the City or Airline may hereafter designate by Notice.

Except as otherwise expressly provided hereunder, any such Notice shall be deemed to have been given or made: (i) if sent by certified mail, 5 days after being deposited in the mails, postage prepaid and properly addressed; (ii) if via overnight mail, the next business day; and (iii) if delivered by personal service, when delivered to the addressee.

Section 1514. Force Majeure

(A) Neither party hereto shall be liable to the other for any failure, delay, or interruption in performing its obligations hereunder due to acts, events or conditions beyond its control, including acts of God, weather conditions, shortages of energy or materials, embargoes, riots, rebellions, sabotage, acts of a public enemy, war, terrorism, insurrection, strikes, boycotts, picketing, slow-downs, work stoppages or other labor actions affecting the rights or obligations

of the City or Airline hereunder, their respective 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 Airline, as applicable, to use reasonable care to prevent, or make reasonable efforts to cure, such failure, delay or interruption; provided, however, that, except as herein specifically provided, nothing in this Section is intended or shall be construed to abate, postpone or in any respect diminish Airline's obligations to make any payments due to the City pursuant to this Agreement.

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

Section 1515. Invalid Provisions

If any covenant, condition, or 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 covenant, condition, or provision shall 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 shall be stricken. If stricken, all other covenants, conditions and provisions of this Agreement shall remain in full force and effect provided that the striking of such covenants, conditions or provisions does not materially prejudice either the City or Airline in its respective rights and obligations contained in the valid covenants, conditions, or provisions of this Agreement.

Section 1516. No Waiver

No provision of this Agreement shall be deemed to have been waived by either party unless such waiver is in writing, signed by the party making the waiver and addressed to the other party, nor shall any custom or practice that may evolve between the parties in the administration of the terms 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 terms of this Agreement.

Section 1517. City's Rights and Remedies are Cumulative

All rights and remedies of the City as provided herein and under law are cumulative in nature.

Section 1518. Construction of Agreement

The parties hereto acknowledge that they have thoroughly read this Agreement, including any exhibits or attachments hereto and have sought and received whatever competent advice and counsel was necessary for them to form a full and complete understanding of all rights and obligations herein. The parties further acknowledge that

this Agreement is the result of extensive negotiations between the parties and shall not be construed against the City by reason of the preparation of this Agreement by the City.

Section 1519. Timing

The parties expressly agree that time is of the essence in this Agreement. Failure by a party to complete performance within the time specified, or within a reasonable time if no time is specified herein, shall relieve the other party, without liability, of any obligation to accept such performance.

Section 1520. Representatives

The City and Airline shall each designate a representative who, except as otherwise provided hereunder, shall be authorized to act for the City and Airline, respectively, with respect to any actions to be taken by either of them under the terms of this Agreement. Except as specifically set forth herein, for the purposes of actions to be taken by it or by the City, the City's representative shall be the Airport Director. Airline's representative shall be designated by notifying the City. Any party hereto may change its designated representative by notifying the other party.

Section 1521. Approvals

(A) Unless otherwise required by state or local law, wherever in this Agreement the approval, authorization, consent, certification, determination, waiver, or any other action of the City is required, it may be performed by the Airport Director, unless otherwise provided herein. In taking such actions, the Airport Director shall act reasonably, and take into consideration the best interest of the traveling public and the operations of the Airport.

(B) In all instances in this Agreement where consent or approval of one party is required for an action by the other party, such consent shall be in writing unless otherwise agreed by the parties.

(C) Whenever in this Agreement any approval is required, such decision shall be promptly rendered and shall not be unreasonably withheld or conditioned. No disapproval shall be valid if such disapproval constitutes an anticompetitive act as described by a federal agency having jurisdiction over such matters.

Section 1522. Successors and Assigns

The terms, conditions, and covenants of this Agreement shall inure to the benefit of, and be binding upon, the parties hereto and upon their permitted successors, assigns and sublessees, if any. This provision shall not constitute a waiver of any conditions regarding assignment or subletting contained in this Agreement.

Section 1523. Authority to Execute

The person(s) executing this Agreement on behalf of Airline warrants to the City that Airline is a duly authorized and existing corporation, that Airline is qualified to do business in the State of Missouri, that Airline has full right and authority to enter into this Agreement, and that each and every person signing on behalf of Airline is authorized to do so.

Section 1524. Entire Agreement

This Agreement, including the attached exhibits, embodies the entire agreement between the City and Airline relating to the subject matter hereof, and supersedes all prior agreements and understandings, written or oral, express or implied, between the City and Airline relating thereto.

AIRLINE NAME

By:

Title: Date

ATTESTED:

By:

Title: Date



Cost Centers

- Airfield
- Other Buildings and Areas
- Parking
- Terminal 1
- Terminal 2
- Terminal Roadways



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

Exhibit "A" Cost Centers

THIS DOCUMENT PREPARED FOR THE AIRPORT AUTHORITY OF ST. LOUIS, MISSOURI
BY THE MISSOURI STATE PLANNING AND DEVELOPMENT DIVISION, 2011 EAST WAY, ST. LOUIS, MO 63103
THE AIRPORT AUTHORITY OF ST. LOUIS, MISSOURI, IS THE OWNER OF THIS DOCUMENT. NO PART OF THIS DOCUMENT
SHALL BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL,
INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM,
WITHOUT PERMISSION IN WRITING FROM THE AIRPORT AUTHORITY OF ST. LOUIS, MISSOURI.

Date: July 2016

EXHIBIT “B”

LEASED PREMISES

**EXHIBIT “B” ON LINE ACCESS INSTRUCTIONS
LAMBERT-ST. LOUIS INTERNATIONAL AIRPORT**

Please follow these instructions to review Exhibit “B”, Leased Premises:

1. Go to <https://asa0003.lambert-stl.org>.
2. If you get a window that states “There is a problem with this sites security certificate:”
 - a. Click “Continue to this website (not recommended)”
3. Sign in as follows:
 - a. Group: 1File Transfer
 - b. Username: ftpuser
 - c. Password (case sensitive): STLagreement
4. Click: “Continue”
5. Click on: “SecureFTP” link
6. Sign in again using same credentials in #3 above.
7. Double click on: “StlExhB070116.pdf”
8. Choose “Save”
9. Once the document is saved, click on “Logout” in the upper, right hand corner.

EXHIBIT "C"

STATISTICAL REPORT FORMS

LAMBERT-ST. LOUIS INTERNATIONAL AIRPORT®
MONTHLY STATISTICAL REPORT
DOMESTIC FLIGHTS ONLY

Month of: _____

Airline: _____

Please send to:
 Accounting Manager
 P.O. Box 10036
 St. Louis, MO 63145
 314-426-1221 Fax
 AirportActivityReports@flystl.com

ITEM

1) FLIGHT OPERATIONS
 (Number of Flights)

2) PASSENGERS*

Originating

Terminating

CONNECTING:

Interline (Off Line)

Intraline (On Line)

TOTAL PASSENGERS

3) MAIL

(Pounds)

4) CARGO

Express

Freight

TOTAL CARGO (Pounds)

IN	OUT	TOTAL
OFF	ON	TOTAL

OFF	ON	TOTAL
OFF	ON	TOTAL

- (*) Originating Passengers: Beginning in STL
 Terminating Passengers: Terminating in STL
 Interline Passengers: Transferring between flights on different airlines
 Intraline Passengers: Transferring between flights on same airline

Certified by: _____

Title: _____

July 1, 2016

LAMBERT-ST. LOUIS INTERNATIONAL AIRPORT®
MONTHLY STATISTICAL REPORT
INTERNATIONAL FLIGHTS ONLY

Month of: _____

Airline: _____

Please send to:
 Accounting Manager
 P.O. Box 10036
 St. Louis, MO 63145
 314-426-1221 Fax
 AirportActivityReports@flystl.com

ITEM

1) INT'L. FLIGHT OPERATIONS
 (Number of Flights)

2) INT'L. PASSENGERS*

Originating International

Terminating International

TOTAL INT'L. PASSENGERS

**3) Total Passengers Clearing
 Federal Inspection Service**

4) MAIL

TOTAL INT'L. MAIL (POUNDS)

5) CARGO

Express

Freight

TOTAL INT'L. CARGO (Pounds)

IN	OUT	TOTAL
OFF	ON	TOTAL

x \$2.50		\$ _____
(FIS Fee)		
OFF	ON	TOTAL
OFF	ON	TOTAL

- (*) Originating Passengers: Beginning in STL
 Terminating Passengers: Terminating in STL
 Interline Passengers: Transferring between flights on different airlines
 Intraline Passengers: Transferring between flights on same airline

Certified by: _____

Title: _____

July 1, 2016

MAKE ALL CHECKS PAYABLE TO: TREASURER, CITY OF ST. LOUIS
SEND TO: AIRPORT ASSISTANT DIRECTOR OF FINANCE, P.O. BOX 10036
ST. LOUIS, MO 63145 (314-426-1221 fax or AirportActivityReports@flystl.com)

Listed below is the landing weight report of

for the month of _____, 20____.

[illegible]

PLEASE LIST ALL ACTIVITY GRANTED LANDING FEE WAIVERS UNDER STL'S AIR SERVICE INCENTIVE PROGRAM BELOW:

DESTINATION AIRPORT	TYPE OF AIRCRAFT	NUMBER OF SCHEDULED REVENUE ARRIVALS	CERTIFIED WEIGHT EACH LANDING	TOTAL CERTIFIED LANDING WEIGHT

In accordance with the Agreement, this report is due by the 15th of each month along with the Landing Fee Payment.

*Including diverted flights

As of July 2016

11/23/2015

Certified by:

Title:

LAMBERT-ST. LOUIS INTERNATIONAL AIRPORT®
MONTHLY GATE UTILIZATION REPORT

Month/Year: _____
Airline: _____
Gate Number: _____
Total Airline Flight Departures: _____

Please send to:
Accounting Manager
P.O. Box 10036
St. Louis, MO 63145
314-426-1221 Fax
AirportActivityReports@flystl.com

<u>Airline:</u>	<u>Scheduled Departures:</u>	<u>Other Departures:</u>	<u>Airline Total:</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
Totals:	_____	_____	_____

Certified by: _____

Title: _____

This Report of due on the 15th day of the month
for the preceding calendar month.

July 1, 2016

LAMBERT-ST. LOUIS INTERNATIONAL AIRPORT®

REMOTE PARKING FEE REPORT

Month/Year: _____

Airline: _____

Designated Affiliate: _____

(if applicable, i.e. Trans States d/b/a United Express)

Please send to:

Accounting Manager

P.O. Box 10036

St. Louis, MO 63145

314-426-1221 Fax

AirportActivityReports@flystl.com

Please report below the number of occurrences of any aircraft parked for a period of time in excess of four (4) hours at anywhere other than the Airline's designated Aircraft Parking Position(s), during the month above stated.

Number of Occurrences

Rate per Occurrence

Amount Due

\$100.00

\$ _____

Certified by: _____

Title: _____

This Report is due no later than 30 days after the end of each calendar month.

July 1, 2016

LAMBERT-ST. LOUIS INTERNATIONAL AIRPORT®
AIRLINE FOOD AND BEVERAGES SOLD REPORT

Month/Year: _____

Airline: _____

Please send to:
Accounting Manager
P.O. Box 10036
St. Louis, MO 63145
314-426-1221 Fax
AirportActivityReports@flystl.com

	<u>Total Sales</u>		<u>Rate</u>	<u>Amount Due</u>
Food	\$ _____	x	7.00%	\$ _____
Beverages	\$ _____	x	7.00%	\$ _____
TOTAL	_____			\$ _____

Certified by: _____

Title: _____

This Report of due on the 15th day of the month
for the preceding calendar month.

July 1, 2016

EXHIBIT "D"

AREA MEASUREMENT POLICY, MEASUREMENT RULES

Lambert-St. Louis International Airport®

Area Measurement Policy

July 1, 2016

Summary:

The following are guidelines to be used when measuring areas for properties management and operations management. The purpose of these guidelines is to establish a consistent and repeatable methodology for measuring areas.

Measurement Rules:

- When measuring to an interior partition, go to the center of the wall. Assume two (2) layers of drywall on studs to be 6" thick.
- Assume block walls to be 8" or 12" thick.
- When measuring to an outside wall, begin at the inside face.
- Measure rooms at the base.
- Measure to the nearest inch and round up for total.
- If structural elements are within the area, they are to be included in the total.
- If a City mechanical chase protrudes into a leased space, remove from the lessor's sq. ft. total. If Tenant mechanical areas protrude into the room, include in the lessor's sq. ft. total.
- In concourse holdrooms, measure to mullions along outside wall. For holdrooms which have unequal sized end walls, calculate area as trapezoid.
- Include stairwell totals at every floor level.
- Account for all areas. Unaccounted spaces shall be categorized as core space.
- Keep all neutral (not leased by Tenant) stairs, mechanical rooms, electrical rooms, janitor closets, etc., as separate space from Tenant space. In other words, do not include in Tenant sq. ft. totals.
- The Engineering Department does not designate "Tenant Space" on published drawings. These spaces are defined by lease documents, as designated by the Airport Properties Department.
- When measuring protected apron space, measure from the projection of the outside face of the concourse level to the outside face of the apron level wall.

**Exhibit E-1
TERMINAL 1 RENTAL RATE**

LAMBERT-ST. LOUIS INTERNATIONAL AIRPORT ®

(All figures in thousands except for Rates)
For Illustrative Purposes Only

TERMINAL 1 RENTAL RATE

Per Section 605(A) of AUA

FY 2017

(i) direct Operations and Maintenance Expenses	\$19,971
indirect Operations and Maintenance Expenses	8,305
(ii) Terminal Roadways Cost Center costs allocation	1,041
(iii) Amortization of Capital Improvements put into service before July 1, 2011	5,249
(iv) Debt Service associated with Capital Improvements put into service on or after July 1, 2016, per Section 702	-
(v) Debt Service associated with Capital Improvements put into service on or after July 1, 2011 and MII approved per Subsection 703(B)	5,255
(vi) annual Depreciation Charges or annual Debt Service related to Capital Improvements undertaken per Subsection 705(A)(i)-(vii)	-
(vii) Debt Service Reserve Account replenishment or rebate	-
(viii) Renewal and Replacement Fund replenishment	-
(ix) Debt Service Stabilization Fund Contribution allocation	3,917
Total Costs - Terminal 1	[A] \$43,738

Per Section 605(B) of AUA

Less:

(i) Apron-Level Unenclosed Space rent	(113)
(ii) Nonsignatory Terminal Rents	(40)
(iii) Rate Mitigation Program credits	(3,917)
	[B] (\$4,070)

net costs - Terminal 1

[A-B=C] \$39,668

Per Section 605(C) of AUA

Terminal 1 Usable Space

[D] 1,087

Initial Terminal Rental Rate - Terminal 1

[C/D=E] \$36.48

Terminal 1 Rented Space

[F] 245

Initial Terminal Requirement - Terminal 1

[E*F=G] \$8,933

Additional Airline Requirement¹

\$12,888

Percentage of Additional Requirement allocated to Terminal 1

FY 2017	FY 2018-21
36%	73%

Additional Airline Requirement - Terminal 1

[H] \$4,693

Per Section 605(D) of AUA

Terminal 1 Rented Space

[F] 245

[H/F=I] \$19.16

Per Section 605(E) of AUA

Total Terminal Rental Rate - Terminal 1

[E+I] \$55.65

¹ Includes Airport Development Fund Deposit as a percentage of eligible Non-Airline Revenues as follows:

FY 2017 - 7%
FY 2018 - 9%
FY 2019 - 10%
FY 2020 - 11%
FY 2021 - 11%

Exhibit E-2
TERMINAL 2 RENTAL RATE

LAMBERT-ST. LOUIS INTERNATIONAL AIRPORT ®

(All figures in thousands except for Rates)

For Illustrative Purposes Only

TERMINAL 2 RENTAL RATE

FY 2017

Per Section 605(A) of AUA

(i) direct Operations and Maintenance Expenses	\$6,909
indirect Operations and Maintenance Expenses	2,873
(ii) Terminal Roadways Cost Center costs allocation	347
(iii) Amortization of Capital Improvements put into service before July 1, 2011	4,147
(iv) Debt Service associated with Capital Improvements put into service on or after July 1, 2016, per Section 702	-
(v) Debt Service associated with Capital Improvements put into service on or after July 1, 2011 and MII approved per Subsection 703(B)	32
(vi) annual Depreciation Charges or annual Debt Service related to Capital Improvements undertaken per Subsection 705(A)(i)-(vii)	-
(vii) Debt Service Reserve Account replenishment or rebate	-
(viii) Renewal and Replacement Fund replenishment	-
(ix) Debt Service Stabilization Fund Contribution allocation	1,558
Total Costs - Terminal 2	[A] \$15,867

Per Section 605(B) of AUA

Less:

(i) Apron-Level Unenclosed Space rent	(29)
(ii) Nonsignatory Terminal Rents	-
(iii) Rate Mitigation Program credits	(1,558)
	[B] (1,588)

net costs - Terminal 2

[A-B=C] \$14,280

Per Section 605(C) of AUA

Terminal 2 Usable Space

[D] 332

Initial Terminal Rental Rate - Terminal 2

[C/D=E] \$43.07

Terminal 2 Rented Space

[F] 92

Initial Terminal Requirement - Terminal 2

[E*F=G] \$3,950

Additional Airline Requirement¹

12,888

Percentage of Additional Requirement allocated to Terminal 2

FY 2017	FY 2018-21
14%	27%

Additional Airline Requirement - Terminal 2

[H] \$1,751

Per Section 605(D) of AUA

Terminal 2 Rented Space

[F] 92

[H/F=I] \$19.10

Per Section 605(E) of AUA

Total Terminal Rental Rate - Terminal 2

[E+I] \$62.17

¹ Includes Airport Development Fund Deposit as a percentage of eligible Non-Airline Revenues as follows:

FY 2017 - 7%

FY 2018 - 9%

FY 2019 - 10%

FY 2020 - 11%

FY 2021 - 11%

**Exhibit E-3
AIRFIELD LANDING FEE RATE**

LAMBERT-ST. LOUIS INTERNATIONAL AIRPORT ®

(All figures in thousands except for Rates)

For Illustrative Purposes Only

LANDING FEE RATE

FY 2017

Per Section 606(A) of AUA

(i) direct Operations and Maintenance Expenses	\$27,143
indirect Operations and Maintenance Expenses	11,287
(ii) Amortization of Capital Improvements put into service before July 1, 2011	21,651
(iii) Debt Service associated with Capital Improvements put into service on or after July 1, 2016, per Section 702	-
(iv) Debt Service associated with Capital Improvements put into service on or after July 1, 2011 and MII approved per Subsection 703(B)	480
(v) Annual Depreciation Charges or annual Debt Service related to Capital Improvements undertaken per Subsection 705(A)(i)-(vii)	-
(vi) Debt Service Reserve Account replenishment or rebate	-
(vii) Renewal and Replacement Fund replenishment	-
(viii) Debt Service Stabilization Fund Contribution allocation	8,252

Total Costs - Airfield

[A] **\$68,812**

Per Section 606(B) of AUA

Less:

(i) Nonsignatory Airline landing fees	(624)
(ii) general aviation landing fees	(421)
(iii) military use fees	0
(iv) fuel flowage fees	(150)
(v) Remote Parking Fee	(480)
(vi) airline consortium fuel farm rent	(504)
(vii) Rate Mitigation Program credits	(8,252)

[B] **(\$10,431)**

Initial Airfield Requirement

[A-B=C] **\$58,381**

Additional Airline Requirement¹

\$12,888

Percentage of Additional Requirement allocated to Airfield

FY 2017	FY 2018-21
50%	0%

Additional Airline Requirement - Airfield

[D] **\$6,444**

Per Section 606(C) of AUA

Initial and Additional Airline Requirement - Airfield

[C+D=E] **\$64,825**

Signatory Airline Landed Weight

[F] **8,410**

Signatory Landing Fee Rate

[E/F=G] **\$7.71**

Per Section 606(D) of AUA

Nonsignatory Landing Fee Rate

[G*1.25] **\$9.63**

¹ Includes Airport Development Fund Deposit as a percentage of eligible Non-Airline Revenues as follows:

FY 2017 - 7%
FY 2018 - 9%
FY 2019 - 10%
FY 2020 - 11%
FY 2021 - 11%

Exhibit E-4
PASSENGER LOADING BRIDGE CHARGES
LAMBERT-ST. LOUIS INTERNATIONAL AIRPORT ®
 (All figures in thousands except for Rates)
 For Illustrative Purposes Only

PASSENGER LOADING BRIDGE CHARGE¹		FY 2017
Per Section 604(A) of AUA		
(i) direct Operations and Maintenance Expenses		\$119
indirect Operations and Maintenance Expenses		-
(ii) Depreciation or Debt Service associated with passenger loading bridges acquired on or after July 1, 2011		155
Total Costs - Passenger Loading Bridges	[A]	\$274
Per Section 604(B) of AUA		
total number of passenger loading bridges available for use	[B]	2
annual Passenger Loading Bridge Charge	[A/B=C]	\$137
monthly Passenger Loading Bridge Charge	[C/12]	\$11

¹ Applies only to those Passenger loading bridges and appurtenant equipment acquired by the City on or after July 1, 2011.

Exhibit E-5
DERIVATION OF ADDITIONAL AIRLINE REQUIREMENT

LAMBERT-ST. LOUIS INTERNATIONAL AIRPORT ®

(All figures in thousands except for Rates)

For Illustrative Purposes Only

ADDITIONAL AIRLINE REQUIREMENT

FY 2017

Operating and Maintenance Expenses	\$87,005
Debt Service	74,960

amounts required per Trust Indenture:

Debt Service Reserve	-
PFC Coverage	5,666
Payment to the City	6,643

Other amounts required by AUA:

Debt Service Stabilization Fund contribution	13,728
Airport Development Fund Deposit	3,483

[A] **\$191,485**

Less:

Initial Requirement	\$71,263
Non-Airline Revenues and Other Airline Revenues	63,784
Interest Income	1,497
Pledged PFC Revenues	28,325
Rate Mitigation Program credits	13,728

[B] **\$178,597**

Additional Airline Requirement

[A-B] **\$12,888**

Additional Airline Requirement allocation

	FY 2017	FY 2018-21	
Terminal 1 ¹	36%	73%	\$4,693
Terminal 2 ¹	14%	27%	1,751
Airfield	50%	0%	6,444
	100%	100%	<u>\$12,888</u>

¹ Actual allocation between Terminal Cost Centers is prorated based on Rented Space in each Terminal Building.

EXHIBIT E-6
SUMMARY OF NON-AIRLINE REVENUE
AND OTHER AIRLINE REVENUE ACCOUNTS
LAMBERT-ST. LOUIS INTERNATIONAL AIRPORT ®

Non-Airline Revenue Accounts (Eligible)¹

Concessions: Food and Drink
Concessions: Merchandise
Concessions: Services
Concessions: Car Rentals
Concessions: Coin-Operated Devices

Public parking (net of O&M)
Airfield: Flight Service - Food
Taxi Cab Fees
Charges - Concessionaires (Utilities)
Charges - Concessionaires (ATM Percentage Fees)
Space Rental Concession
Rent U.S. Government
Ground Transportation
Land Rentals
Rent Airport Office Building (non-airline)
Hanger & Other Building - Rent (non-airline)
Terminal: Charges - Others
Fingerprint Processing Fee
Roads-Other (CNG Sales)
Cargo Rent-Others
Airport Office Building Utilities (non-airline)
Airfield charges-Other (Security Access Fee)
Airfield Utilities (non-airline)

Other Airline Revenue Accounts (Not Eligible)²

Non-signatory Landing Fees
Cargo Rents (airlines)
Hangar & Other Bldg - Rents (airlines)
Hangar & Other Bldg-Utilities-Airlines
Tenant Improvement Surcharges
Rent: Other Airlines
Rent Per Passenger Fee
Landing Fees collected from FBO's
Other Landing Fees
Fuel Flowage Fees
Roads -Rent: Airlines
Charges - Airlines (AOB Utilities)
Rent Airport Office Building
Terminal Charges - Signatory (Utilities)
Loading Bridge Rental
EDS System Maintenance
Baggage Carousel Maintenance
Apron Level Unenclosed Space
Int'l Customs Area rentals
Misc. Revenue - Airlines/Other Airlines (ID Badges)
Airfield Concession Coll Field Usage Fee
Airline Consortium Fuel Farm Rent

¹ The Non-Airline Revenue accounts listed under these headings are eligible for the calculation of the annual Airport Development Fund Deposit.

² The Other Airline Revenues accounts listed under this heading regarding airline activities are not eligible and therefore should be excluded from the calculation of the annual Airport Development Fund Deposit.

EXHIBIT "F"

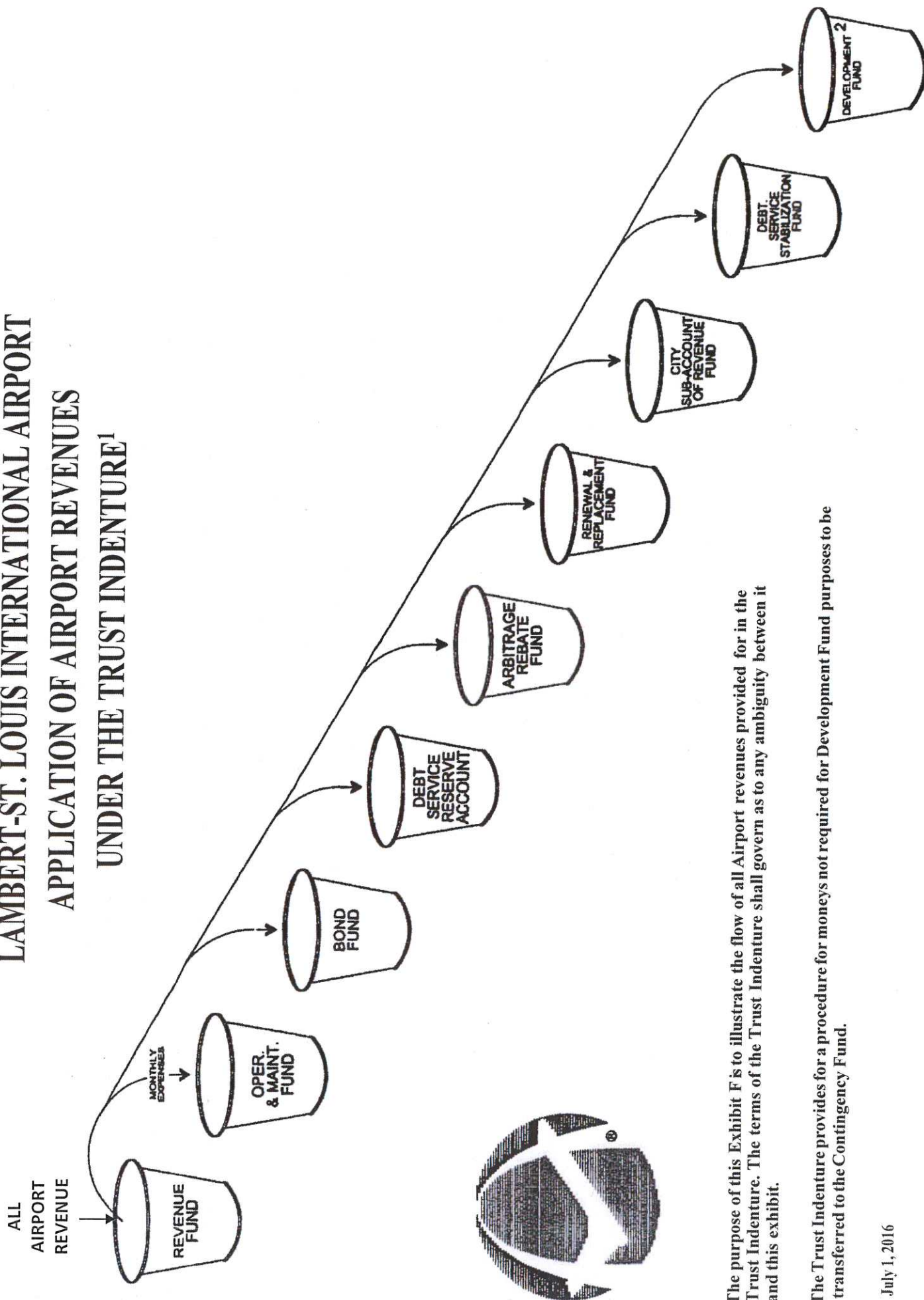
APPLICATION OF AIRPORT REVENUES

UNDER THE TRUST INDENTURE

LAMBERT-ST. LOUIS INTERNATIONAL AIRPORT

APPLICATION OF AIRPORT REVENUES

UNDER THE TRUST INDENTURE¹



¹The purpose of this Exhibit F is to illustrate the flow of all Airport revenues provided for in the Trust Indenture. The terms of the Trust Indenture shall govern as to any ambiguity between it and this exhibit.

²The Trust Indenture provides for a procedure for moneys not required for Development Fund purposes to be transferred to the Contingency Fund.

Lambert-St Louis International Airport®
Division of Responsibility for Maintenance and Operation
July 1, 2016

Terminal Buildings

Exhibit G

	Ticket Queuing	Preferential Baggage and Exclusive	Preferential Gates	Common Use	Joint Use	Public	Mechanical	Apron-Level Unenclosed Space
Building Interior								
Custodial Service	C	A	A	C	C	C	C	A
Trash and Debris Removal	C	A	A	C	C	C	C	A
Painting and Repairs ¹	C ⁵	A	A	C	C	C	C	A
Door Locks and Keys	N/A	A	A	C	C	C	C	A
Pest Extermination	C	C	C	C	C	C	C	N/A
Decorating	C	A	A	C	C	C	C	C
Building Structural and Exterior ²	C	C	C	C	C	C	C	N/A
Electrical & Lighting ³	C	A	C ⁵	C	C	C	C	C
Plumbing and Sewer ⁴	C	A	C	C	C	C	C	C
HVAC	C	A ⁶	C	C	C	C	C	C
Utilities	C	A	C	C	C	C	C	N/A
Fire Protection Systems	C	A ⁷	C	C	C	C	C	C

Notes:

1. Including, where applicable: floor coverings, interior walls, ceilings, windows, and doors.
2. Including, where applicable: roofs, exterior walls, foundations, floors, windows, and public access doors.
3. Including: relamping, ballasts, fixtures, outlets, and switches.
4. Including: fixtures and drains.
5. Excluding Airline equipment.
6. From the point of connection to the City's HVAC (chilled water, steam, conditioned air) distribution system or HVAC unit serving more than one tenant.
7. Excluding the Preferential Baggage Make-Up Area, which will be maintained by the City.

A – Airline
C – City

Lambert-St Louis International Airport®
Division of Responsibility for Maintenance and Operation
July 1, 2016

Equipment

Exhibit G

	Inbound and Outbound Baggage Handling Systems	City-Owned Loading Bridges Acquired Before July 1, 2011 ¹	City-Owned Loading Bridges Acquired On or After July 1, 2011 ¹	Airline – Owned Loading Bridges	Elevators, Escalators and Moving Sidewalks ²	Public Address System	MUFIDS	Triturator
Maintenance and Repair	C	A	C	A	C	C	C	C
Replacement	C	A ³	C ³	A	C	C	C	C
Cleaning	C	A	C	A	C	C	C	C

Other Areas

	Airfield	Terminal Apron	Airport Roadways
Maintenance and Repair	C	C	C
Replacement	C	C	C
Cleaning	C	C ⁴	C
Snow Removal	C	C ⁵	C
Lighting	C	C	C

Notes:

1. Including ground power unit(s), pre-conditioned air, and potable water cabinets.
2. Maintenance and repair, replacement, and cleaning of elevators within Airline's Exclusive Use Space is the responsibility of Airline.
3. Airline responsibility unless another City-owned Loading Bridge is available.
4. Except for foreign object debris, which is Airline responsibility.
5. Except for pedestrian clearance.

A – Airline

C – City

EXHIBIT H
LAMBERT-ST. LOUIS INTERNATIONAL AIRPORT ®
5 YEAR CAPITAL IMPROVEMENT PLAN, BY PROJECT WITH FUNDING SOURCES

Department and Project Number	Project Number	Project Name	Original Project Cost	Estimated Project Cost	ESCALATED COSTS				
					2017	2018	2019	2020	2021
Airfield Maintenance	FM1801	Fire Supression Bldgs A, B, C, D	1,200,000	1,271,712	-	1,271,712	-	-	-
		AIP - Entitlement		-	-	-	-	-	-
		AIP - Discretionary		-	-	-	-	-	-
		PAYGO PFC		-	-	-	-	-	-
		ADF		-	-	-	-	-	-
		GARB		1,271,712	-	1,271,712	-	-	-
Airfield Maintenance	FM1802	Total		1,271,712	-	1,271,712	-	-	-
		Electrical Upgrades and Code Compliance Bldgs A and B	800,000	847,808	-	847,808	-	-	-
		AIP - Entitlement		-	-	-	-	-	-
		AIP - Discretionary		-	-	-	-	-	-
		PAYGO PFC		-	-	-	-	-	-
		ADF		-	-	-	-	-	-
		GARB		847,808	-	847,808	-	-	-
		Total		847,808	-	847,808	-	-	-
		Airfield Maintenance Total	2,000,000	2,119,520	-	2,119,520	-	-	-
		AIP - Entitlement		-	-	-	-	-	-
		AIP - Discretionary		-	-	-	-	-	-
		PAYGO PFC		-	-	-	-	-	-
		ADF		-	-	-	-	-	-
		GARB		2,119,520	-	2,119,520	-	-	-
		Total		2,119,520	-	2,119,520	-	-	-
Auto Shop	AS2101	Snow Plow/Broom Combo, RW's 114 1997	900,000	1,019,232	-	-	-	-	1,019,232
		AIP - Entitlement		-	-	-	-	-	-
		AIP - Discretionary		-	-	-	-	-	-
		PAYGO PFC		1,019,232	-	-	-	-	1,019,232
		ADF		-	-	-	-	-	-
		GARB		-	-	-	-	-	-
Auto Shop	AS2001	Total		1,019,232	-	-	-	-	1,019,232
		Snow Plow/Broom Combo, RW's 117 1996	875,000	969,500	-	-	-	969,500	-
		AIP - Entitlement		-	-	-	-	-	-
		AIP - Discretionary		-	-	-	-	-	-
		PAYGO PFC		969,500	-	-	-	969,500	-
		ADF		-	-	-	-	-	-
Auto Shop	AS1701	GARB		-	-	-	-	-	-
		Total		969,500	-	-	-	969,500	-
		Snow Plow/Broom Combo, TW's 118 1993	750,000	777,000	777,000	-	-	-	-
		AIP - Entitlement		-	-	-	-	-	-
		AIP - Discretionary		-	-	-	-	-	-
		PAYGO PFC		777,000	777,000	-	-	-	-
		ADF		-	-	-	-	-	-
		GARB		-	-	-	-	-	-
		Total		777,000	777,000	-	-	-	-

Department and Project Number	Project Number	Project Name	Original Project Cost	Estimated Project Cost	ESCALATED COSTS				
					2017	2018	2019	2020	2021
Auto Shop	AS1702	Deicer Truck, 5000 gal and 75' boom 171 1996	375,000	388,500	388,500	-	-	-	-
		AIP - Entitlement		-	-	-	-	-	-
		AIP - Discretionary		-	-	-	-	-	-
		PAYGO PFC		388,500	388,500	-	-	-	-
		ADF		-	-	-	-	-	-
		GARB		-	-	-	-	-	-
Auto Shop	AS1703	Total	1,050,000	388,500	388,500	-	-	-	-
		Snow Blower/Broom Combo, TW's 231 1997		1,087,800	1,087,800	-	-	-	-
		AIP - Entitlement		-	-	-	-	-	-
		AIP - Discretionary		-	-	-	-	-	-
		PAYGO PFC		1,087,800	1,087,800	-	-	-	-
		ADF		-	-	-	-	-	-
Auto Shop	AS1704	GARB		-	-	-	-	-	-
		Total		1,087,800	1,087,800	-	-	-	-
		Snow Plow/Broom Combo, TW's 110 1997		828,800	828,800	-	-	-	-
		AIP - Entitlement		-	-	-	-	-	-
		AIP - Discretionary		-	-	-	-	-	-
		PAYGO PFC		828,800	828,800	-	-	-	-
Auto Shop	AS1804	ADF	800,000	-	-	-	-	-	-
		GARB		-	-	-	-	-	-
		Total		828,800	828,800	-	-	-	-
		Snow Plow/Broom Combo, TW's 212 1991		847,808	-	847,808	-	-	-
		AIP - Entitlement		-	-	-	-	-	-
		AIP - Discretionary		-	-	-	-	-	-
Auto Shop	AS2103	PAYGO PFC		335,557	-	335,557	-	-	-
		ADF		-	-	-	-	-	-
		GARB		512,251	-	512,251	-	-	-
		Total		847,808	-	847,808	-	-	-
		Snow Plow/Broom Combo, RW's 213 1997		990,920	-	-	-	-	990,920
		AIP - Entitlement		-	-	-	-	-	-
Auto Shop	AS2104	AIP - Discretionary		-	-	-	-	-	-
		PAYGO PFC		990,920	-	-	-	-	990,920
		ADF		-	-	-	-	-	-
		GARB		-	-	-	-	-	-
		Total		990,920	-	-	-	-	990,920
		Snow Plow/Broom Combo, RW's 214 1998		1,019,232	-	-	-	-	1,019,232
Auto Shop	AS1805	AIP - Entitlement	165,000	-	-	-	-	-	-
		AIP - Discretionary		-	-	-	-	-	-
		PAYGO PFC		1,019,232	-	-	-	-	1,019,232
		ADF		-	-	-	-	-	-
		GARB		-	-	-	-	-	-
		Total		1,019,232	-	-	-	-	1,019,232
Auto Shop	AS1805	Loader, articulated 150 2004	165,000	174,860	-	174,860	-	-	-
		AIP - Entitlement		-	-	-	-	-	-
		AIP - Discretionary		-	-	-	-	-	-
		PAYGO PFC		-	-	-	-	-	-
		ADF		-	-	-	-	-	-
		GARB		174,860	-	174,860	-	-	-
		Total		174,860	-	174,860	-	-	-

Department and Project Number	Project Number	Project Name	Original Project Cost	Estimated Project Cost	ESCALATED COSTS				
					2017	2018	2019	2020	2021
Auto Shop	AS1807	Deicer Truck, 5000 gal and 75' boom 176 1997	375,000	397,410	-	397,410	-	-	-
		AIP - Entitlement		-	-	-	-	-	-
		AIP - Discretionary		-	-	-	-	-	-
		PAYGO PFC		-	-	-	-	-	-
		ADF		-	-	-	-	-	-
		GARB		397,410	-	397,410	-	-	-
		Total		397,410	-	397,410	-	-	-
Auto Shop	AS1808	Snow Plow/Broom Combo, TW's 126 1997	850,000	900,796	-	900,796	-	-	-
		AIP - Entitlement		-	-	-	-	-	-
		AIP - Discretionary		-	-	-	-	-	-
		PAYGO PFC		-	-	-	-	-	-
		ADF		-	-	-	-	-	-
		GARB		900,796	-	900,796	-	-	-
		Total		900,796	-	900,796	-	-	-
Auto Shop	AS1901	Snow Plow/Broom Combo, TW's 215 1997	850,000	921,808	-	-	921,808	-	-
		AIP - Entitlement		-	-	-	-	-	-
		AIP - Discretionary		-	-	-	-	-	-
		PAYGO PFC		921,808	-	-	921,808	-	-
		ADF		-	-	-	-	-	-
		GARB		-	-	-	-	-	-
		Total		921,808	-	-	921,808	-	-
Auto Shop	AS1902	Snow Blower/Broom Combo, RW's 226 1998	1,100,000	1,192,928	-	-	1,192,928	-	-
		AIP - Entitlement		-	-	-	-	-	-
		AIP - Discretionary		-	-	-	-	-	-
		PAYGO PFC		1,192,928	-	-	1,192,928	-	-
		ADF		-	-	-	-	-	-
		GARB		-	-	-	-	-	-
		Total		1,192,928	-	-	1,192,928	-	-
Auto Shop	AS1903	Deicer Truck, 5000 gal and 75' boom 172 1997	395,000	428,370	-	-	428,370	-	-
		AIP - Entitlement		-	-	-	-	-	-
		AIP - Discretionary		-	-	-	-	-	-
		PAYGO PFC		80,903	-	-	80,903	-	-
		ADF		-	-	-	-	-	-
		GARB		347,467	-	-	347,467	-	-
		Total		428,370	-	-	428,370	-	-
Auto Shop	AS2105	Snow Blower/Broom Combo, TW's 228 1997	1,300,000	1,472,224	-	-	-	-	1,472,224
		AIP - Entitlement		-	-	-	-	-	-
		AIP - Discretionary		-	-	-	-	-	-
		PAYGO PFC		1,472,224	-	-	-	-	1,472,224
		ADF		-	-	-	-	-	-
		GARB		-	-	-	-	-	-
		Total		1,472,224	-	-	-	-	1,472,224
Auto Shop	AS2002	RW and Street FOD Sweeper 148 2008	475,000	526,300	-	-	-	526,300	-
		AIP - Entitlement		-	-	-	-	-	-
		AIP - Discretionary		-	-	-	-	-	-
		PAYGO PFC		16,901	-	-	-	16,901	-
		ADF		-	-	-	-	-	-
		GARB		509,399	-	-	-	509,399	-
		Total		526,300	-	-	-	526,300	-

Department and Project Number	Project Number	Project Name	Original Project Cost	Estimated Project Cost	ESCALATED COSTS				
					2017	2018	2019	2020	2021
Auto Shop	AS2003	Deicer Truck, 5000 gal and 75' boom 175 1999	400,000	443,200	-	-	-	443,200	-
		AIP - Entitlement		-	-	-	-	-	-
		AIP - Discretionary		-	-	-	-	-	-
		PAYGO PFC		443,200	-	-	-	443,200	-
		ADF		-	-	-	-	-	-
		GARB		-	-	-	-	-	-
Auto Shop	AS2004	Total	500,000	443,200	-	-	-	443,200	-
		Paint Truck MB Highway Striper 137 1996		554,000	-	-	-	554,000	-
		AIP - Entitlement		-	-	-	-	-	-
		AIP - Discretionary		-	-	-	-	-	-
		PAYGO PFC		554,000	-	-	-	554,000	-
		ADF		-	-	-	-	-	-
Auto Shop	AS2005	GARB		-	-	-	-	-	-
		Total		554,000	-	-	-	554,000	-
		Loader Case 150 1994	350,000	387,800	-	-	-	387,800	-
		AIP - Entitlement		-	-	-	-	-	-
		AIP - Discretionary		-	-	-	-	-	-
		PAYGO PFC		387,800	-	-	-	387,800	-
Auto Shop	AS2006	ADF		-	-	-	-	-	-
		GARB		-	-	-	-	-	-
		Total		387,800	-	-	-	387,800	-
		Dump Truck 133 2000	200,000	221,600	-	-	-	221,600	-
		AIP - Entitlement		-	-	-	-	-	-
		AIP - Discretionary		-	-	-	-	-	-
Auto Shop	AS2007	PAYGO PFC		221,600	-	-	-	221,600	-
		ADF		-	-	-	-	-	-
		GARB		-	-	-	-	-	-
		Total		221,600	-	-	-	221,600	-
		Fork Lift 278 1997	125,000	138,500	-	-	-	138,500	-
		AIP - Entitlement		-	-	-	-	-	-
Auto Shop	AS2008	AIP - Discretionary		-	-	-	-	-	-
		PAYGO PFC		138,500	-	-	-	138,500	-
		ADF		-	-	-	-	-	-
		GARB		-	-	-	-	-	-
		Total		138,500	-	-	-	138,500	-
Auto Shop	AS2008	Snow Plow/Broom Combo, TW's 122 1997	850,000	941,800	-	-	-	941,800	-
		AIP - Entitlement		-	-	-	-	-	-
		AIP - Discretionary		-	-	-	-	-	-
Auto Shop	AS1905	PAYGO PFC		941,800	-	-	-	941,800	-
		ADF		-	-	-	-	-	-
		GARB		-	-	-	-	-	-
		Total		941,800	-	-	-	941,800	-
		ARFF Oshkosh Truck 45 2003	1,100,000	1,192,928	-	-	1,192,928	-	-
		AIP - Entitlement		-	-	-	-	-	-
Auto Shop	AS1905	AIP - Discretionary		-	-	-	-	-	-
		PAYGO PFC		-	-	-	-	-	-
		ADF		-	-	-	-	-	-
		GARB		1,192,928	-	-	1,192,928	-	-
		Total		1,192,928	-	-	1,192,928	-	-

Department and Project Number	Project Number	Project Name	Original Project Cost	Estimated Project Cost	ESCALATED COSTS				
					2017	2018	2019	2020	2021
Auto Shop	AS2106	ARFF Striker 1500 Truck 52 2006	1,000,000	1,132,480	-	-	-	-	1,132,480
		AIP - Entitlement		-	-	-	-	-	-
		AIP - Discretionary		-	-	-	-	-	-
		PAYGO PFC		1,132,480	-	-	-	-	1,132,480
		ADF		-	-	-	-	-	-
		GARB		-	-	-	-	-	-
Auto Shop	AS1801	Total	500,000	1,132,480	-	-	-	-	1,132,480
		Rubber and Paint Removal Vehicle 146 1997		529,880	-	529,880	-	-	-
		AIP - Entitlement		-	-	-	-	-	-
		AIP - Discretionary		-	-	-	-	-	-
		PAYGO PFC		-	-	-	-	-	-
		ADF		-	-	-	-	-	-
Auto Shop	AS1802	GARB	300,000	529,880	-	529,880	-	-	-
		Total		529,880	-	529,880	-	-	-
		Street Sweeper 143 2009		317,928	-	317,928	-	-	-
		AIP - Entitlement		-	-	-	-	-	-
		AIP - Discretionary		-	-	-	-	-	-
		PAYGO PFC		-	-	-	-	-	-
Auto Shop	AS2102	ADF	425,000	-	-	-	-	-	-
		GARB		317,928	-	317,928	-	-	-
		Total		317,928	-	317,928	-	-	-
		Deicer Truck, 5000 gal and 75' boom 170 2000		481,304	-	-	-	-	481,304
		AIP - Entitlement		-	-	-	-	-	-
		AIP - Discretionary		-	-	-	-	-	-
Auto Shop	AS1806	PAYGO PFC	127,500	481,304	-	-	-	-	481,304
		ADF		-	-	-	-	-	-
		GARB		-	-	-	-	-	-
		Total		481,304	-	-	-	-	481,304
		FAA Transponders/squitters (15)		138,271	-	-	138,271	-	-
		AIP - Entitlement		-	-	-	-	-	-
Auto Shop	AS1904	AIP - Discretionary	850,000	-	-	-	-	-	-
		PAYGO PFC		-	-	-	-	-	-
		ADF		-	-	-	-	-	-
		GARB		138,271	-	-	138,271	-	-
		Total		138,271	-	-	138,271	-	-
		Snow Plow/Broom Combo, TW's 121 1997		941,800	-	-	-	941,800	-
Auto Shop	AS1809	AIP - Entitlement	175,000	-	-	-	-	-	-
		AIP - Discretionary		-	-	-	-	-	-
		PAYGO PFC		941,800	-	-	-	941,800	-
		ADF		-	-	-	-	-	-
		GARB		-	-	-	-	-	-
		Total		941,800	-	-	-	941,800	-
Auto Shop	AS1809	ARFF Ford F450 Truck 42 2006	175,000	189,784	-	-	189,784	-	-
		AIP - Entitlement		-	-	-	-	-	-
		AIP - Discretionary		-	-	-	-	-	-
		PAYGO PFC		-	-	-	-	-	-
		ADF		-	-	-	-	-	-
		GARB		189,784	-	-	189,784	-	-
		Total		189,784	-	-	189,784	-	-

Department and Project Number	Project Number	Project Name	Original Project Cost	Estimated Project Cost	ESCALATED COSTS				
					2017	2018	2019	2020	2021
Auto Shop	AS1810	ARFF QS110 Aerial Ladder Truck 40 1989	1,500,000	1,589,640	-	1,589,640	-	-	-
		AIP - Entitlement		-	-	-	-	-	-
		AIP - Discretionary		-	-	-	-	-	-
		PAYGO PFC		-	-	-	-	-	-
		ADF		-	-	-	-	-	-
Auto Shop	AS1811	GARB	165,000	1,589,640	-	1,589,640	-	-	-
		Total		1,589,640	-	1,589,640	-	-	-
		ARFF Ford F550 Rapid Intervention Truck 49 2005		170,940	170,940	-	-	-	-
		AIP - Entitlement		-	-	-	-	-	-
		AIP - Discretionary		-	-	-	-	-	-
		PAYGO PFC		-	-	-	-	-	-
		ADF		170,940	170,940	-	-	-	-
		GARB		-	-	-	-	-	-
		Total		170,940	170,940	-	-	-	-
		Auto Shop Total		21,402,500	23,315,343	3,253,040	4,758,322	4,064,089	5,124,500
Climate Control	CC1802	AIP - Entitlement	600,000	-	-	-	-	-	-
		AIP - Discretionary		-	-	-	-	-	-
		PAYGO PFC		16,343,789	3,082,100	335,557	2,195,639	4,615,101	6,115,392
		ADF		170,940	170,940	-	-	-	-
		GARB		6,800,614	-	4,422,765	1,868,450	509,399	-
		Total		23,315,343	3,253,040	4,758,322	4,064,089	5,124,500	6,115,392
		Deicing Systems Infrastructure Study and Evaluation		635,856	-	635,856	-	-	-
		AIP - Entitlement		-	-	-	-	-	-
		AIP - Discretionary		-	-	-	-	-	-
		PAYGO PFC		635,856	-	635,856	-	-	-
Climate Control	CC1804	ADF	800,000	-	-	-	-	-	-
		GARB		-	-	-	-	-	-
		Total		635,856	-	635,856	-	-	-
		Replace North ARFF HVAC Equipment		847,808	-	847,808	-	-	-
		AIP - Entitlement		-	-	-	-	-	-
		AIP - Discretionary		-	-	-	-	-	-
		PAYGO PFC		-	-	-	-	-	-
		ADF		221,240	-	221,240	-	-	-
		GARB		626,568	-	626,568	-	-	-
		Total		847,808	-	847,808	-	-	-
Electric Shop	ES1803	Climate Control Total	1,400,000	1,483,664	-	1,483,664	-	-	-
		AIP - Entitlement		-	-	-	-	-	-
		AIP - Discretionary		-	-	-	-	-	-
		PAYGO PFC		635,856	-	635,856	-	-	-
		ADF		221,240	-	221,240	-	-	-
		GARB		626,568	-	626,568	-	-	-
		Total		1,483,664	-	1,483,664	-	-	-
		LED Fixtures - ARRF Apparatus Bays		84,781	-	84,781	-	-	-
		AIP - Entitlement		-	-	-	-	-	-
		AIP - Discretionary		-	-	-	-	-	-
		PAYGO PFC		-	-	-	-	-	-
		ADF		84,781	-	84,781	-	-	-
		GARB		-	-	-	-	-	-
		Total		84,781	-	84,781	-	-	-

Department and Project Number	Project Number	Project Name	Original Project Cost	Estimated Project Cost	ESCALATED COSTS				
					2017	2018	2019	2020	2021
Electric Shop	ES1804	LED Fixtures - Auto Shop, C-D, and Sand Building	50,000	52,988	-	52,988	-	-	-
		AIP - Entitlement		-	-	-	-	-	-
		AIP - Discretionary		-	-	-	-	-	-
		PAYGO PFC		-	-	-	-	-	-
		ADF		52,988	-	52,988	-	-	-
		GARB		-	-	-	-	-	-
		Total		52,988	-	52,988	-	-	-
		Electric Shop Total	130,000	137,769	-	137,769	-	-	-
Engineering Airfield	EA1701	AIP - Entitlement	1,300,000	-	-	-	-	-	-
		AIP - Discretionary		-	-	-	-	-	-
		PAYGO PFC		-	-	-	-	-	-
		ADF		137,769	-	137,769	-	-	-
		GARB		-	-	-	-	-	-
		Total		137,769	-	137,769	-	-	-
		Des TL C, R to P and Phs 1 Apron Rehab		1,346,800	1,346,800	-	-	-	-
		AIP - Entitlement		-	-	-	-	-	-
Engineering Airfield	EA1702	AIP - Discretionary	8,200,000	1,010,100	1,010,100	-	-	-	-
		PAYGO PFC		-	-	-	-	-	-
		ADF		336,700	336,700	-	-	-	-
		GARB		-	-	-	-	-	-
		Total		1,346,800	1,346,800	-	-	-	-
		Const TW K L S and RW 12L-30R		8,495,200	8,495,200	-	-	-	-
		AIP - Entitlement		1,342,100	1,342,100	-	-	-	-
		AIP - Discretionary		4,795,650	4,795,650	-	-	-	-
Engineering Airfield	EA1801	PAYGO PFC	1,300,000	-	-	-	-	-	-
		ADF		2,357,450	2,357,450	-	-	-	-
		GARB		-	-	-	-	-	-
		Total		8,495,200	8,495,200	-	-	-	-
		Des TL C, P to L and Phs 2 Apron Rehab		1,377,688	-	1,377,688	-	-	-
		AIP - Entitlement		1,033,266	-	1,033,266	-	-	-
		AIP - Discretionary		-	-	-	-	-	-
		PAYGO PFC		-	-	-	-	-	-
Engineering Airfield	EA1802	ADF	12,200,000	-	-	-	-	-	-
		GARB		344,422	-	344,422	-	-	-
		Total		1,377,688	-	1,377,688	-	-	-
		Const TL C, R to P and Phs 1 Apron Rehab		12,929,072	-	12,929,072	-	-	-
		AIP - Entitlement		2,481,489	-	2,481,489	-	-	-
		AIP - Discretionary		2,661,756	-	2,661,756	-	-	-
		PAYGO PFC		-	-	-	-	-	-
		ADF		-	-	-	-	-	-
Engineering Airfield	EA1803	GARB	300,000	7,785,827	-	7,785,827	-	-	-
		Total		12,929,072	-	12,929,072	-	-	-
		Update Pavement Management Plan		317,928	-	317,928	-	-	-
		AIP - Entitlement		-	-	-	-	-	-
		AIP - Discretionary		-	-	-	-	-	-
		PAYGO PFC		-	-	-	-	-	-
		ADF		-	-	-	-	-	-
		GARB		317,928	-	317,928	-	-	-
		Total		317,928	-	317,928	-	-	-

Department and Project Number	Project Number	Project Name	Original Project Cost	Estimated Project Cost	ESCALATED COSTS				
					2017	2018	2019	2020	2021
Engineering Airfield	EA1901	Des TL C, S to R and Phs 3 Apron Rehab	1,300,000	1,409,824	-	-	1,409,824	-	-
		AIP - Entitlement		1,057,368	-	-	1,057,368	-	-
		AIP - Discretionary		-	-	-	-	-	-
		PAYGO PFC		-	-	-	-	-	-
		ADF		-	-	-	-	-	-
		GARB		352,456	-	-	352,456	-	-
Engineering Airfield	EA1902	Total	12,200,000	1,409,824	-	-	1,409,824	-	-
		Const TL C, P to L and Phs 2 Apron Rehab		13,230,656	-	-	13,230,656	-	-
		AIP - Entitlement		1,236,775	-	-	1,236,775	-	-
		AIP - Discretionary		6,000,000	-	-	6,000,000	-	-
		PAYGO PFC		-	-	-	-	-	-
		ADF		-	-	-	-	-	-
Engineering Airfield	EA2001	GARB		5,993,881	-	-	5,993,881	-	-
		Total		13,230,656	-	-	13,230,656	-	-
	EA2001	Des RW 12R-30L, R to H, and TW D/12R connecting TWs (Project 1	1,400,000	1,551,200	-	-	-	1,551,200	-
		AIP - Entitlement		1,163,400	-	-	-	1,163,400	-
		AIP - Discretionary		-	-	-	-	-	-
		PAYGO PFC		-	-	-	-	-	-
		ADF		-	-	-	-	-	-
		GARB		387,800	-	-	-	387,800	-
Engineering Airfield	EA2002	Total	12,500,000	1,551,200	-	-	-	1,551,200	-
		Const TL C, S to R and Phs 3 Apron Rehab		13,850,000	-	-	-	13,850,000	-
		AIP - Entitlement		1,379,975	-	-	-	1,379,975	-
		AIP - Discretionary		6,000,000	-	-	-	6,000,000	-
		PAYGO PFC		-	-	-	-	-	-
		ADF		-	-	-	-	-	-
Engineering Airfield	EA2101	GARB		6,470,025	-	-	-	6,470,025	-
		Total		13,850,000	-	-	-	13,850,000	-
	EA2101	Des RW 12R-30L, R to H, and TW D/12R connecting TWs (Project 2	1,400,000	1,585,472	-	-	-	-	1,585,472
		AIP - Entitlement		1,189,104	-	-	-	-	1,189,104
		AIP - Discretionary		-	-	-	-	-	-
		PAYGO PFC		-	-	-	-	-	-
		ADF		-	-	-	-	-	-
		GARB		396,368	-	-	-	-	396,368
Engineering Airfield	EA2102	Total	12,500,000	1,585,472	-	-	-	-	1,585,472
		Const RW 12R-30L, R to H, and TW D/12R connecting TWs (Projec		14,156,000	-	-	-	-	14,156,000
		AIP - Entitlement		1,403,046	-	-	-	-	1,403,046
		AIP - Discretionary		903,840	-	-	-	-	903,840
		PAYGO PFC		-	-	-	-	-	-
		ADF		-	-	-	-	-	-
		GARB		11,849,114	-	-	-	-	11,849,114
		Total		14,156,000	-	-	-	-	14,156,000
		Engineering Airfield Total		64,600,000	9,842,000	14,624,688	14,640,480	15,401,200	15,741,472
		AIP - Entitlement		12,286,523	1,342,100	3,514,755	2,294,143	2,543,375	2,592,150
		AIP - Discretionary		21,371,346	5,805,750	2,661,756	6,000,000	6,000,000	903,840
		PAYGO PFC		-	-	-	-	-	-
		ADF		2,694,150	2,694,150	-	-	-	-
		GARB		33,897,821	-	8,448,177	6,346,337	6,857,825	12,245,482
		Total		70,249,840	9,842,000	14,624,688	14,640,480	15,401,200	15,741,472

Department and Project Number	Project Number	Project Name	Original Project Cost	Estimated Project Cost	ESCALATED COSTS				
					2017	2018	2019	2020	2021
Environmental Health	EN1801	Vehicle Wash Bays at Airfield Maintenance	500,000	529,880	-	529,880	-	-	-
		AIP - Entitlement		-	-	-	-	-	-
		AIP - Discretionary		-	-	-	-	-	-
		PAYGO PFC		-	-	-	-	-	-
		ADF		-	-	-	-	-	-
		GARB		529,880	-	529,880	-	-	-
		Total		529,880	-	529,880	-	-	-
Environmental Health	CC0901	Deicing Runoff Tanks - vent to sanitary	200,000	211,952	-	211,952	-	-	-
		AIP - Entitlement		-	-	-	-	-	-
		AIP - Discretionary		-	-	-	-	-	-
		PAYGO PFC		-	-	-	-	-	-
		ADF		-	-	-	-	-	-
		GARB		211,952	-	211,952	-	-	-
		Total		211,952	-	211,952	-	-	-
		Environmental Health Total	700,000	741,832	-	741,832	-	-	-
		AIP - Entitlement		-	-	-	-	-	-
		AIP - Discretionary		-	-	-	-	-	-
		PAYGO PFC		-	-	-	-	-	-
		ADF		-	-	-	-	-	-
		GARB - PFC Eligible		741,832	-	741,832	-	-	-
		Total		741,832	-	741,832	-	-	-
Planning	PL2101	Culvert CW Creek in TW Sierra protection zone - AIP	6,000,000	6,794,880	-	-	-	-	6,794,880
		AIP - Entitlement		-	-	-	-	-	-
		AIP - Discretionary		5,096,160	-	-	-	-	5,096,160
		PAYGO PFC		-	-	-	-	-	-
		ADF		-	-	-	-	-	-
		GARB		1,698,720	-	-	-	-	1,698,720
		Total		6,794,880	-	-	-	-	6,794,880
Planning	PL1801	Master Plan update w/eALP	4,200,000	4,450,992	-	4,450,992	-	-	-
		AIP - Entitlement		-	-	-	-	-	-
		AIP - Discretionary		3,338,244	-	3,338,244	-	-	-
		PAYGO PFC		-	-	-	-	-	-
		ADF		-	-	-	-	-	-
		GARB		1,112,748	-	1,112,748	-	-	-
		Total		4,450,992	-	4,450,992	-	-	-
Planning	PL1701	FAR Pt 150 study (update noise contours)	250,000	259,000	259,000	-	-	-	-
		AIP - Entitlement		-	-	-	-	-	-
		AIP - Discretionary		194,250	194,250	-	-	-	-
		PAYGO PFC		-	-	-	-	-	-
		ADF		64,750	64,750	-	-	-	-
		GARB		-	-	-	-	-	-
		Total		259,000	259,000	-	-	-	-
		Planning Total	10,450,000	11,504,872	259,000	4,450,992	-	-	6,794,880
		AIP - Entitlement		-	-	-	-	-	-
		AIP - Discretionary		8,628,654	194,250	3,338,244	-	-	5,096,160
		PAYGO PFC		-	-	-	-	-	-
		ADF		64,750	64,750	-	-	-	-
		GARB - PFC Eligible		2,811,468	-	1,112,748	-	-	1,698,720
		Total		11,504,872	259,000	4,450,992	-	-	6,794,880

Department and Project Number	Project Number	Project Name	Original Project Cost	Estimated Project Cost	ESCALATED COSTS				
					2017	2018	2019	2020	2021
		AIRFIELD TOTAL	\$100,682,500	\$109,552,840	\$13,354,040	\$28,316,787	\$18,704,569	\$20,525,700	\$28,651,744
Building Maintenance	BM9704	AIP - Entitlement	200,000	12,286,523	1,342,100	3,514,755	2,294,143	2,543,375	2,592,150
		AIP - Discretionary		30,000,000	6,000,000	6,000,000	6,000,000	6,000,000	6,000,000
		PAYGO PFC		16,979,645	3,082,100	971,413	2,195,639	4,615,101	6,115,392
		ADF		3,288,849	2,929,840	359,009	-	-	-
		GARB		46,997,823	-	17,471,610	8,214,787	7,367,224	13,944,202
		Total		\$109,552,840	\$13,354,040	\$28,316,787	\$18,704,569	\$20,525,700	\$28,651,744
Building Maintenance	BM1801	Repair ceiling & new air curtain under C concourse bridge	200,000	216,896	-	-	216,896	-	-
		AIP - Entitlement		-	-	-	-	-	-
		AIP - Discretionary		-	-	-	-	-	-
		PAYGO PFC		-	-	-	-	-	-
		ADF		-	-	-	-	-	-
		GARB		216,896	-	-	216,896	-	-
Building Maintenance	BM1801	Total	300,000	216,896	-	-	216,896	-	-
		Sanitary lateral study		317,928	-	317,928	-	-	-
		AIP - Entitlement		-	-	-	-	-	-
		AIP - Discretionary		-	-	-	-	-	-
		PAYGO PFC		-	-	-	-	-	-
		ADF		317,928	-	317,928	-	-	-
Building Maintenance	BM1801	GARB	3,000,000	-	-	-	-	-	-
		Total		317,928	-	317,928	-	-	-
		Sanitary lateral replacement		3,253,440	-	-	3,253,440	-	-
		AIP - Entitlement		-	-	-	-	-	-
		AIP - Discretionary		-	-	-	-	-	-
		PAYGO PFC		-	-	-	-	-	-
Building Maintenance	BM1802	ADF	2,200,000	-	-	-	-	-	-
		GARB		3,253,440	-	-	3,253,440	-	-
		Total		3,253,440	-	-	3,253,440	-	-
		T1 Storm Sewers - investigate and repair		2,380,912	-	211,952	2,168,960	-	-
		AIP - Entitlement		-	-	-	-	-	-
		AIP - Discretionary		-	-	-	-	-	-
Building Maintenance	BM1802	PAYGO PFC	2,200,000	-	-	-	-	-	-
		ADF		211,952	-	211,952	-	-	-
		GARB		2,168,960	-	-	2,168,960	-	-
		Total		2,380,912	-	211,952	2,168,960	-	-
		Building Maintenance Total	5,700,000	6,169,176	-	529,880	5,639,296	-	-
Climate Control	CC0517	AIP - Entitlement	1,100,000	-	-	-	-	-	-
		AIP - Discretionary		-	-	-	-	-	-
		PAYGO PFC		-	-	-	-	-	-
		ADF		529,880	-	529,880	-	-	-
		GARB - PFC Eligible		5,639,296	-	-	5,639,296	-	-
		Total		6,169,176	-	529,880	5,639,296	-	-
Climate Control	CC0517	Replace cooling towers 1/2/3	1,100,000	1,165,736	-	1,165,736	-	-	-
		AIP - Entitlement		-	-	-	-	-	-
		AIP - Discretionary		-	-	-	-	-	-
		PAYGO PFC		-	-	-	-	-	-
		ADF		-	-	-	-	-	-
		GARB		1,165,736	-	1,165,736	-	-	-
Climate Control	CC0517	Total		1,165,736	-	1,165,736	-	-	-

Department and Project Number	Project Number	Project Name	Original Project Cost	Estimated Project Cost	ESCALATED COSTS				
					2017	2018	2019	2020	2021
Climate Control	CC0518	Deaerators West and East Plants	525,000	556,374	-	556,374	-	-	-
		AIP - Entitlement		-	-	-	-	-	-
		AIP - Discretionary		-	-	-	-	-	-
		PAYGO PFC		-	-	-	-	-	-
		ADF		149,264	-	149,264	-	-	-
		GARB		407,110	-	407,110	-	-	-
		Total		556,374	-	556,374	-	-	-
Climate Control	CC1701	Replace Chiller 2, West Plant (const only, des funded)	3,000,000	3,108,000	3,108,000	-	-	-	-
		AIP - Entitlement		-	-	-	-	-	-
		AIP - Discretionary		-	-	-	-	-	-
		PAYGO PFC		2,154,500	2,154,500	-	-	-	-
		ADF		953,500	953,500	-	-	-	-
		GARB		-	-	-	-	-	-
		Total		3,108,000	3,108,000	-	-	-	-
Climate Control	CC1702	Replace Misc. HVAC Equipment, T1 and Concourses - C AHUs, Smoke F	3,350,000	3,567,800	2,072,000	-	-	1,495,800	-
		AIP - Entitlement		-	-	-	-	-	-
		AIP - Discretionary		-	-	-	-	-	-
		PAYGO PFC		2,072,000	2,072,000	-	-	-	-
		ADF		-	-	-	-	-	-
		GARB		1,495,800	-	-	-	1,495,800	-
		Total		3,567,800	2,072,000	-	-	1,495,800	-
Climate Control	CC1703	HVAC Equipment Evaluation	150,000	166,200	-	-	-	166,200	-
		AIP - Entitlement		-	-	-	-	-	-
		AIP - Discretionary		-	-	-	-	-	-
		PAYGO PFC		-	-	-	-	-	-
		ADF		-	-	-	-	-	-
		GARB		166,200	-	-	-	166,200	-
		Total		166,200	-	-	-	166,200	-
Climate Control	CC1803	Replace T1 Air Handling Units 12, 16, 17	4,400,000	4,662,944	-	4,662,944	-	-	-
		AIP - Entitlement		-	-	-	-	-	-
		AIP - Discretionary		-	-	-	-	-	-
		PAYGO PFC		-	-	-	-	-	-
		ADF		-	-	-	-	-	-
		GARB		4,662,944	-	4,662,944	-	-	-
		Total		4,662,944	-	4,662,944	-	-	-
Climate Control	CC1805	Replace Boiler Controls, West and East Plants	230,000	243,745	-	243,745	-	-	-
		AIP - Entitlement		-	-	-	-	-	-
		AIP - Discretionary		-	-	-	-	-	-
		PAYGO PFC		-	-	-	-	-	-
		ADF		-	-	-	-	-	-
		GARB		243,745	-	243,745	-	-	-
		Total		243,745	-	243,745	-	-	-
		Climate Control Total	12,755,000	13,470,799	5,180,000	6,628,799	-	1,662,000	-
		AIP - Entitlement		-	-	-	-	-	-
		AIP - Discretionary		-	-	-	-	-	-
		PAYGO PFC		4,226,500	4,226,500	-	-	-	-
		ADF		1,102,764	953,500	149,264	-	-	-
		GARB		8,141,535	-	6,479,535	-	1,662,000	-
		Total		13,470,799	5,180,000	6,628,799	-	1,662,000	-

Department and Project Number	Project Number	Project Name	Original Project Cost	Estimated Project Cost	ESCALATED COSTS				
					2017	2018	2019	2020	2021
Electric Shop	ES1801	Arc Flash Study - Breaker Coordination and Code Compliance	1,000,000	1,059,760	-	1,059,760	-	-	-
		AIP - Entitlement		-	-	-	-	-	-
		AIP - Discretionary		-	-	-	-	-	-
		PAYGO PFC		-	-	-	-	-	-
		ADF		-	-	-	-	-	-
		GARB		1,059,760	-	1,059,760	-	-	-
		Total		1,059,760	-	1,059,760	-	-	-
		Electric Shop Total	1,000,000	1,059,760	-	1,059,760	-	-	-
Engineering Buildings	EB1701	AIP - Entitlement	1,200,000	-	-	-	-	-	-
		AIP - Discretionary		-	-	-	-	-	-
		PAYGO PFC		-	-	-	-	-	-
		ADF		-	-	-	-	-	-
		GARB - PFC Eligible		1,059,760	-	1,059,760	-	-	-
		Total		1,059,760	-	1,059,760	-	-	-
		T1 Recoat Bag Claim Drive		1,243,200	1,243,200	-	-	-	-
Engineering Buildings	EB1702	AIP - Entitlement	250,000	-	-	-	-	-	-
		AIP - Discretionary		-	-	-	-	-	-
		PAYGO PFC		-	-	-	-	-	-
		ADF		-	-	-	-	-	-
		GARB		1,243,200	1,243,200	-	-	-	-
		Total		1,243,200	1,243,200	-	-	-	-
		T1 Roof behind Domes 1 and 2 (3 and 4 done by storm)		259,000	259,000	-	-	-	-
Engineering Buildings	EB1901	AIP - Entitlement	300,000	-	-	-	-	-	-
		AIP - Discretionary		-	-	-	-	-	-
		PAYGO PFC		-	-	-	-	-	-
		ADF		259,000	259,000	-	-	-	-
		GARB		-	-	-	-	-	-
		Total		259,000	259,000	-	-	-	-
		Expansion Joint Structure at Entry 18 Corridor		317,928	-	317,928	-	-	-
Engineering Buildings	EB1803	AIP - Entitlement	300,000	-	-	-	-	-	-
		AIP - Discretionary		-	-	-	-	-	-
		PAYGO PFC		-	-	-	-	-	-
		ADF		-	-	-	-	-	-
		GARB		317,928	-	317,928	-	-	-
		Total		317,928	-	317,928	-	-	-
		Air Lock Doors at T1 Entries 2,3,4,5,6		317,928	-	317,928	-	-	-
		AIP - Entitlement	2,050,000	-	-	-	-	-	-
		AIP - Discretionary		-	-	-	-	-	-
		PAYGO PFC		-	-	-	-	-	-
		ADF		-	-	-	-	-	-
		GARB		1,502,200	1,502,200	-	-	-	-
		Total		635,856	-	635,856	-	-	-
		Engineering Buildings Total	2,050,000	2,138,056	1,502,200	635,856	-	-	-
		AIP - Entitlement		-	-	-	-	-	-
		AIP - Discretionary		-	-	-	-	-	-
		PAYGO PFC		-	-	-	-	-	-
		ADF		-	-	-	-	-	-
		GARB		1,502,200	1,502,200	-	-	-	-
		Total		635,856	-	635,856	-	-	-
		Total		2,138,056	1,502,200	635,856	-	-	-

Department and Project Number	Project Number	Project Name	Original Project Cost	Estimated Project Cost	ESCALATED COSTS				
					2017	2018	2019	2020	2021
Operations	OP1805	Checkpoint Exit Alarms	87,000	92,199	-	92,199	-	-	-
		AIP - Entitlement		-	-	-	-	-	
		AIP - Discretionary		-	-	-	-	-	
		PAYGO PFC		-	-	-	-	-	
		ADF		92,199	-	92,199	-	-	
		GARB		-	-	-	-	-	
		Total		92,199	-	92,199	-	-	
Operations	OP1807	T1 Bag Room Safety Enhancements	200,000	216,896	-	-	216,896	-	-
		AIP - Entitlement		-	-	-	-	-	
		AIP - Discretionary		-	-	-	-	-	
		PAYGO PFC		-	-	-	-	-	
		ADF		216,896	-	-	216,896	-	-
		GARB		-	-	-	-	-	
		Total		216,896	-	-	216,896	-	-
Operations	OP1901	Fire Alarm Control Panels, T1	312,000	338,358	-	-	338,358	-	-
		AIP - Entitlement		-	-	-	-	-	
		AIP - Discretionary		-	-	-	-	-	
		PAYGO PFC		-	-	-	-	-	
		ADF		338,358	-	-	338,358	-	-
		GARB		-	-	-	-	-	
		Total		338,358	-	-	338,358	-	-
		Operations Total	599,000	647,453	-	92,199	555,254	-	-
		AIP - Entitlement		-	-	-	-	-	
		AIP - Discretionary		-	-	-	-	-	
		PAYGO PFC		-	-	-	-	-	
		ADF		647,453	-	92,199	555,254	-	-
		GARB		-	-	-	-	-	
		Total		647,453	-	92,199	555,254	-	-
Properties	PR1801	Airline Holdroom Charging Stations	150,000	158,964	-	158,964	-	-	-
		AIP - Entitlement		-	-	-	-	-	
		AIP - Discretionary		-	-	-	-	-	
		PAYGO PFC		-	-	-	-	-	
		ADF		-	-	-	-	-	
		GARB		158,964	-	158,964	-	-	
		Total		158,964	-	158,964	-	-	
		T1 TOTAL	\$22,254,000	\$23,644,208	\$6,682,200	\$9,105,458	\$6,194,550	\$1,662,000	\$0
Climate Control	CC1806	AIP - Entitlement	1,000,000	-	-	-	-	-	-
		AIP - Discretionary		-	-	-	-	-	
		PAYGO PFC		4,226,500	4,226,500	-	-	-	
		ADF		3,782,297	2,455,700	771,343	555,254	-	
		GARB		15,635,411	-	8,334,115	5,639,296	1,662,000	-
		Total		\$23,644,208	\$6,682,200	\$9,105,458	\$6,194,550	\$1,662,000	\$0
		EMCS Replacement		1,036,000	1,036,000	-	-	-	-
		AIP - Entitlement		-	-	-	-	-	-
		AIP - Discretionary		-	-	-	-	-	-
		PAYGO PFC		-	-	-	-	-	-
		ADF		1,036,000	1,036,000	-	-	-	-
		GARB		-	-	-	-	-	-
		Total		1,036,000	1,036,000	-	-	-	-

Department and Project Number	Project Number	Project Name	Original Project Cost	Estimated Project Cost	ESCALATED COSTS				
					2017	2018	2019	2020	2021
		Climate Control Total	1,000,000	1,036,000	1,036,000	-	-	-	-
		AIP - Entitlement		-	-	-	-	-	-
		AIP - Discretionary		-	-	-	-	-	-
		PAYGO PFC		-	-	-	-	-	-
		ADF		1,036,000	1,036,000	-	-	-	-
		GARB		-	-	-	-	-	-
		Total		1,036,000	1,036,000	-	-	-	-
Information Technology	IT1701	Replace Paging System	800,000	828,800	828,800	-	-	-	-
		AIP - Entitlement		-	-	-	-	-	-
		AIP - Discretionary		-	-	-	-	-	-
		PAYGO PFC		-	-	-	-	-	-
		ADF		828,800	828,800	-	-	-	-
		GARB		-	-	-	-	-	-
		Total		828,800	828,800	-	-	-	-
Information Technology	IT1801	Upgrade MUFIDS Hardware and Software	790,000	837,210	-	837,210	-	-	-
		AIP - Entitlement		-	-	-	-	-	-
		AIP - Discretionary		-	-	-	-	-	-
		PAYGO PFC		-	-	-	-	-	-
		ADF		-	-	-	-	-	-
		GARB		837,210	-	837,210	-	-	-
		Total		837,210	-	837,210	-	-	-
Information Technology	IT1802	Upgrade Existing Airport Network Backbone	120,000	130,138	-	-	130,138	-	-
		AIP - Entitlement		-	-	-	-	-	-
		AIP - Discretionary		-	-	-	-	-	-
		PAYGO PFC		-	-	-	-	-	-
		ADF		130,138	-	-	130,138	-	-
		GARB		-	-	-	-	-	-
		Total		130,138	-	-	130,138	-	-
		Information Technology Total	1,710,000	1,796,148	828,800	837,210	130,138	-	-
		AIP - Entitlement		-	-	-	-	-	-
		AIP - Discretionary		-	-	-	-	-	-
		PAYGO PFC		-	-	-	-	-	-
		ADF		958,938	828,800	-	130,138	-	-
		GARB - PFC Eligible		837,210	-	837,210	-	-	-
		Total		1,796,148	828,800	837,210	130,138	-	-
Operations	OP1902	Access Control Software - 3 year upgrade	130,000	140,982	-	-	140,982	-	-
		AIP - Entitlement		-	-	-	-	-	-
		AIP - Discretionary		-	-	-	-	-	-
		PAYGO PFC		-	-	-	-	-	-
		ADF		140,982	-	-	140,982	-	-
		GARB		-	-	-	-	-	-
		Total		140,982	-	-	140,982	-	-
Operations	OP1806	Emergency Operations Center	250,000	264,940	-	264,940	-	-	-
		AIP - Entitlement		-	-	-	-	-	-
		AIP - Discretionary		-	-	-	-	-	-
		PAYGO PFC		-	-	-	-	-	-
		ADF		264,940	-	264,940	-	-	-
		GARB		-	-	-	-	-	-
		Total		264,940	-	264,940	-	-	-

Department and Project Number	Project Number	Project Name	Original Project Cost	Estimated Project Cost	ESCALATED COSTS				
					2017	2018	2019	2020	2021
Operations	OP1804	New Phone System	500,000	554,000	-	-	-	554,000	-
		AIP - Entitlement		-	-	-	-	-	-
		AIP - Discretionary		-	-	-	-	-	-
		PAYGO PFC		269,507	-	-	-	269,507	-
		ADF		284,493	-	-	-	284,493	-
		GARB		-	-	-	-	-	-
		Total		554,000	-	-	-	554,000	-
		Operations Total		880,000	-	264,940	140,982	554,000	-
		AIP - Entitlement		-	-	-	-	-	-
		AIP - Discretionary		-	-	-	-	-	-
		PAYGO PFC		269,507	-	-	-	269,507	-
		ADF		690,415	-	264,940	140,982	284,493	-
		GARB		-	-	-	-	-	-
		Total		959,922	-	264,940	140,982	554,000	-
		T1/T2 TOTAL		\$3,590,000	\$3,792,070	\$1,864,800	\$1,102,150	\$271,120	\$554,000
		AIP - Entitlement		-	-	-	-	-	-
		AIP - Discretionary		-	-	-	-	-	-
		PAYGO PFC		269,507	-	-	-	269,507	-
		ADF		2,685,353	1,864,800	264,940	271,120	284,493	-
		GARB		837,210	-	837,210	-	-	-
Climate Control	CC0518	Deaerators West and East Plants	525,000	556,374	-	556,374	-	-	-
		AIP - Entitlement		-	-	-	-	-	-
		AIP - Discretionary		-	-	-	-	-	-
		PAYGO PFC		-	-	-	-	-	-
		ADF		-	-	-	-	-	-
		GARB		556,374	-	556,374	-	-	-
		Total		556,374	-	556,374	-	-	-
		Replace Misc. HVAC Equip., T2 - E AHU, Hub Server Rm		1,413,000	1,191,400	-	-	221,600	-
		AIP - Entitlement		-	-	-	-	-	-
		AIP - Discretionary		-	-	-	-	-	-
Climate Control	CC1702	PAYGO PFC	1,350,000	1,191,400	1,191,400	-	-	-	-
		ADF		221,600	-	-	-	221,600	-
		GARB		-	-	-	-	-	-
		Total		1,413,000	1,191,400	-	-	221,600	-
		HVAC Equipment Evaluation		166,200	-	-	-	166,200	-
		AIP - Entitlement		-	-	-	-	-	-
		AIP - Discretionary		-	-	-	-	-	-
		PAYGO PFC		-	-	-	-	-	-
		ADF		166,200	-	-	-	166,200	-
		GARB		-	-	-	-	-	-
Climate Control	CC1703	Total	150,000	166,200	-	-	-	166,200	-
		AIP - Entitlement		-	-	-	-	-	-
		AIP - Discretionary		-	-	-	-	-	-
		PAYGO PFC		-	-	-	-	-	-
		ADF		-	-	-	-	-	-
		GARB		-	-	-	-	-	-
		Total		166,200	-	-	-	166,200	-
		Replace Chiller 3, East Plant (des and const)		3,783,320	-	529,880	3,253,440	-	-
		AIP - Entitlement		-	-	-	-	-	-
		AIP - Discretionary		-	-	-	-	-	-
Climate Control	CC1801	PAYGO PFC	3,500,000	-	-	-	-	-	-
		ADF		-	-	-	-	-	-
		GARB		3,783,320	-	529,880	3,253,440	-	-
		Total		3,783,320	-	529,880	3,253,440	-	-

Department and Project Number	Project Number	Project Name	Original Project Cost	Estimated Project Cost	ESCALATED COSTS				
					2017	2018	2019	2020	2021
Climate Control	CC1805	Replace Boiler Controls, West and East Plants	170,000	180,159	-	180,159	-	-	-
		AIP - Entitlement		-	-	-	-	-	-
		AIP - Discretionary		-	-	-	-	-	-
		PAYGO PFC		-	-	-	-	-	-
		ADF		-	-	-	-	-	-
		GARB		180,159	-	180,159	-	-	-
		Total		180,159	-	180,159	-	-	-
		Climate Control Total	5,695,000	6,099,053	1,191,400	1,266,413	3,253,440	387,800	-
		AIP - Entitlement		-	-	-	-	-	-
		AIP - Discretionary		-	-	-	-	-	-
		PAYGO PFC		1,191,400	1,191,400	-	-	-	-
		ADF		387,800	-	-	-	387,800	-
		GARB		4,519,853	-	1,266,413	3,253,440	-	-
		Total		6,099,053	1,191,400	1,266,413	3,253,440	387,800	-
Engineering Buildings	EB1903	T2 Replace Inbound Make-Up Carrouseles	2,000,000	2,168,960	-	-	2,168,960	-	-
Operations	OP1805	AIP - Entitlement		-	-	-	-	-	-
		AIP - Discretionary		-	-	-	-	-	-
		PAYGO PFC		451,609	-	-	451,609	-	-
		ADF		-	-	-	-	-	-
		GARB		1,717,351	-	-	1,717,351	-	-
		Total		2,168,960	-	-	2,168,960	-	-
		Checkpoint Exit Alarms	43,000	45,570	-	45,570	-	-	-
Operations	OP1901	AIP - Entitlement		-	-	-	-	-	-
		AIP - Discretionary		-	-	-	-	-	-
		PAYGO PFC		-	-	-	-	-	-
		ADF		45,570	-	45,570	-	-	-
		GARB		-	-	-	-	-	-
		Total		45,570	-	45,570	-	-	-
		Fire Alarm Control Panel, T2	188,000	203,882	-	-	203,882	-	-
		AIP - Entitlement		-	-	-	-	-	-
		AIP - Discretionary		-	-	-	-	-	-
		PAYGO PFC		-	-	-	-	-	-
		ADF		203,882	-	-	203,882	-	-
		GARB		-	-	-	-	-	-
		Total		203,882	-	-	203,882	-	-
		Operations Total	231,000	249,452	-	45,570	203,882	-	-
		AIP - Entitlement		-	-	-	-	-	-
		AIP - Discretionary		-	-	-	-	-	-
		PAYGO PFC		-	-	-	-	-	-
		ADF		249,452	-	45,570	203,882	-	-
		GARB		-	-	-	-	-	-
		Total		249,452	-	45,570	203,882	-	-
		T2 TOTAL	\$7,926,000	\$8,517,465	\$1,191,400	\$1,311,983	\$5,626,282	\$387,800	\$0
		AIP - Entitlement		249,452	-	45,570	203,882	-	-
		AIP - Discretionary		-	-	-	-	-	-
		PAYGO PFC		1,643,009	1,191,400	-	451,609	-	-
		ADF		387,800	-	-	-	387,800	-
		GARB - PFC Eligible		6,237,204	-	1,266,413	4,970,791	-	-
		Total		8,517,465	1,191,400	1,311,983	5,626,282	387,800	-

Department and Project Number	Project Number	Project Name	Original Project Cost	Estimated Project Cost	ESCALATED COSTS				
					2017	2018	2019	2020	2021
Planning	PL1802	Reactivate Gates C29 and C30 (building, 2 new boarding bridge	2,600,000	2,755,376	-	2,755,376	-	-	-
		AIP - Entitlement		-	-	-	-	-	-
		AIP - Discretionary		-	-	-	-	-	-
		PAYGO PFC		409,067	-	409,067	-	-	-
		ADF		-	-	-	-	-	-
		GARB		2,346,309	-	2,346,309	-	-	-
		Total		2,755,376	-	2,755,376	-	-	-
Properties	PR1804	3 Loading Bridges, T1	3,000,000	3,204,000	-	2,119,520	1,084,480	-	-
		AIP - Entitlement		-	-	-	-	-	-
		AIP - Discretionary		-	-	-	-	-	-
		PAYGO PFC		-	-	-	-	-	-
		ADF		-	-	-	-	-	-
		GARB		3,204,000	-	2,119,520	1,084,480	-	-
		Total		3,204,000	-	2,119,520	1,084,480	-	-
		PASSENGER LOADING BRIDGES TOTAL	\$5,600,000	\$5,959,376	\$0	\$4,874,896	\$1,084,480	\$0	\$0
Electric Shop	ES1701	AIP - Entitlement	320,000	-	-	-	-	-	-
		AIP - Discretionary		-	-	-	-	-	-
		PAYGO PFC		409,067	-	409,067	-	-	-
		ADF		-	-	-	-	-	-
		GARB		5,550,309	-	4,465,829	1,084,480	-	-
		Total		\$5,959,376	\$0	\$4,874,896	\$1,084,480	\$0	\$0
Electric Shop	ES1802	Replace 4160V Feeders to T1 Garage and Garage Subpanels	400,000	331,520	331,520	-	-	-	-
		AIP - Entitlement		-	-	-	-	-	-
		AIP - Discretionary		-	-	-	-	-	-
		PAYGO PFC		-	-	-	-	-	-
		ADF		331,520	331,520	-	-	-	-
		GARB		-	-	-	-	-	-
Electric Shop	ES1805	LED Fixtures - Surface Lots A B C D	400,000	331,520	331,520	-	-	-	-
		AIP - Entitlement		-	-	-	-	-	-
		AIP - Discretionary		-	-	-	-	-	-
		PAYGO PFC		-	-	-	-	-	-
		ADF		423,904	-	423,904	-	-	-
		GARB		-	-	-	-	-	-
Electric Shop	ES1805	T1 Garage Ramp Heaters	400,000	423,904	-	423,904	-	-	-
		AIP - Entitlement		-	-	-	-	-	-
		AIP - Discretionary		-	-	-	-	-	-
		PAYGO PFC		-	-	-	-	-	-
		ADF		-	-	-	-	-	-
		GARB		423,904	-	423,904	-	-	-
		Total		423,904	-	423,904	-	-	-
		Electric Shop	1,120,000	1,179,328	331,520	847,808	-	-	-
		AIP - Entitlement		-	-	-	-	-	-
		AIP - Discretionary		-	-	-	-	-	-
		PAYGO PFC		-	-	-	-	-	-
		ADF		331,520	331,520	-	-	-	-
		GARB		847,808	-	847,808	-	-	-
		Total		1,179,328	331,520	847,808	-	-	-

Department and Project Number	Project Number	Project Name	Original Project Cost	Estimated Project Cost	ESCALATED COSTS				
					2017	2018	2019	2020	2021
Engineering Buildings	EB1905	Roofs at T2 Garage Elevator and Pump House	50,000	54,224	-	-	54,224	-	-
		AIP - Entitlement		-	-	-	-	-	-
		AIP - Discretionary		-	-	-	-	-	-
		PAYGO PFC		-	-	-	-	-	-
		ADF		-	-	-	-	-	-
		GARB		54,224	-	-	54,224	-	-
		Total		54,224	-	-	54,224	-	-
Engineering Buildings	EB1904	Restrooms at Cell Phone Lots	-	-	-	-	-	-	-
		AIP - Entitlement		-	-	-	-	-	-
		AIP - Discretionary		-	-	-	-	-	-
		PAYGO PFC		-	-	-	-	-	-
		ADF		-	-	-	-	-	-
		GARB		-	-	-	-	-	-
		Total		-	-	-	-	-	-
		Engineering Buildings	50,000	54,224	-	-	54,224	-	-
		AIP - Entitlement		-	-	-	-	-	-
		AIP - Discretionary		-	-	-	-	-	-
		PAYGO PFC		-	-	-	-	-	-
		ADF		-	-	-	-	-	-
		GARB		54,224	-	-	54,224	-	-
		Total		54,224	-	-	54,224	-	-
Planning	PL1803	Ground Trans. Center (sitework and refresh Bus Port, signage,	2,000,000	2,119,520	-	2,119,520	-	-	-
		AIP - Entitlement		-	-	-	-	-	-
		AIP - Discretionary		-	-	-	-	-	-
		PAYGO PFC		-	-	-	-	-	-
		ADF		-	-	-	-	-	-
		GARB		2,119,520	-	2,119,520	-	-	-
		Total		2,119,520	-	2,119,520	-	-	-
Properties	PR1803	T1/T2 Parking Garage Structural Assessment	400,000	423,904	-	423,904	-	-	-
		AIP - Entitlement		-	-	-	-	-	-
		AIP - Discretionary		-	-	-	-	-	-
		PAYGO PFC		-	-	-	-	-	-
		ADF		423,904	-	423,904	-	-	-
		GARB		-	-	-	-	-	-
		Total		423,904	-	423,904	-	-	-
Properties	PR1901	Rehabilitate Concrete T1/T2 in Parking Garages	2,000,000	2,168,960	-	-	2,168,960	-	-
		AIP - Entitlement		-	-	-	-	-	-
		AIP - Discretionary		-	-	-	-	-	-
		PAYGO PFC		-	-	-	-	-	-
		ADF		1,170,491	-	-	1,170,491	-	-
		GARB		998,469	-	-	998,469	-	-
		Total		2,168,960	-	-	2,168,960	-	-
Properties	PR1802	Rehab Asphalt Surface Lots A B C D and Cell	2,900,000	3,191,984	-	1,059,760	108,448	664,800	1,358,976
		AIP - Entitlement		-	-	-	-	-	-
		AIP - Discretionary		-	-	-	-	-	-
		PAYGO PFC		-	-	-	-	-	-
		ADF		579,932	-	-	108,448	-	471,484
		GARB		2,612,052	-	1,059,760	-	664,800	887,492
		Total		3,191,984	-	1,059,760	108,448	664,800	1,358,976

Department and Project Number	Project Number	Project Name	Original Project Cost	Estimated Project Cost	ESCALATED COSTS				
					2017	2018	2019	2020	2021
Properties	PR2001	T2 Surface Parking at Cargo City	2,500,000	2,770,000	-	-	-	2,770,000	-
		AIP - Entitlement		-	-	-	-	-	-
		AIP - Discretionary		-	-	-	-	-	-
		PAYGO PFC		-	-	-	-	-	-
		ADF		-	-	-	-	-	-
		GARB		2,770,000	-	-	-	2,770,000	-
		Total		2,770,000	-	-	-	2,770,000	-
		Properties Total	7,800,000	8,554,848	-	1,483,664	2,277,408	3,434,800	1,358,976
		AIP - Entitlement		-	-	-	-	-	-
		AIP - Discretionary		-	-	-	-	-	-
		PAYGO PFC		-	-	-	-	-	-
		ADF		2,174,327	-	423,904	1,278,939	-	471,484
		GARB		6,380,521	-	1,059,760	998,469	3,434,800	887,492
		Total		8,554,848	-	1,483,664	2,277,408	3,434,800	1,358,976
		PARKING TOTAL	\$10,970,000	\$11,907,920	\$331,520	\$4,450,992	\$2,331,632	\$3,434,800	\$1,358,976
Airfield Maintenance	FM1804	AIP - Entitlement		-	-	-	-	-	-
		AIP - Discretionary		-	-	-	-	-	-
		PAYGO PFC		-	-	-	-	-	-
		ADF		2,505,847	331,520	423,904	1,278,939	-	471,484
		GARB		9,402,073	-	4,027,088	1,052,693	3,434,800	887,492
		Total		\$11,907,920	\$331,520	\$4,450,992	\$2,331,632	\$3,434,800	\$1,358,976
		Reconstruct LIB bridge over Coldwater Creek	2,000,000	2,119,520	-	2,119,520	-	-	-
Airfield Maintenance	FM1803	AIP - Entitlement		-	-	-	-	-	-
		AIP - Discretionary		-	-	-	-	-	-
		PAYGO PFC		2,119,520	-	2,119,520	-	-	-
		ADF		-	-	-	-	-	-
		GARB		-	-	-	-	-	-
		Total		2,119,520	-	2,119,520	-	-	-
		Repair and Overlay Banshee Road south of Missouri Bottom	500,000	529,880	-	529,880	-	-	-
		AIP - Entitlement		-	-	-	-	-	-
		AIP - Discretionary		-	-	-	-	-	-
		PAYGO PFC		-	-	-	-	-	-
		ADF		529,880	-	529,880	-	-	-
		GARB		-	-	-	-	-	-
		Total		529,880	-	529,880	-	-	-
		Airfield Maintenance Total	2,500,000	2,649,400	-	2,649,400	-	-	-
		AIP - Entitlement		-	-	-	-	-	-
		AIP - Discretionary		-	-	-	-	-	-
		PAYGO PFC		2,119,520	-	2,119,520	-	-	-
		ADF		529,880	-	529,880	-	-	-
		GARB		-	-	-	-	-	-
		Total		2,649,400	-	2,649,400	-	-	-
		Spot Slab removal & replacement	900,000	982,728	-	317,928	-	664,800	-
Engineering Buildings	EB1601	AIP - Entitlement		-	-	-	-	-	-
		AIP - Discretionary		-	-	-	-	-	-
		PAYGO PFC		-	-	-	-	-	-
		ADF		982,728	-	317,928	-	664,800	-
		GARB		-	-	-	-	-	-
		Total		982,728	-	317,928	-	664,800	-

Department and Project Number	Project Number	Project Name	Original Project Cost	Estimated Project Cost	ESCALATED COSTS				
					2017	2018	2019	2020	2021
Operations	OP1801	Asphalt Mill and Overlay, T1 Exit Drives	100,000	105,976	-	105,976	-	-	-
		AIP - Entitlement		-	-	-	-	-	-
		AIP - Discretionary		-	-	-	-	-	-
		PAYGO PFC		-	-	-	-	-	-
		ADF		105,976	-	105,976	-	-	-
		GARB		-	-	-	-	-	-
Operations	OP1802	Total	200,000	105,976	-	105,976	-	-	-
		Asphalt Mill and Overlay, LIB at T1		211,952	-	211,952	-	-	-
		AIP - Entitlement		-	-	-	-	-	-
		AIP - Discretionary		-	-	-	-	-	-
		PAYGO PFC		-	-	-	-	-	-
		ADF		211,952	-	211,952	-	-	-
Operations	OP1803	GARB	230,000	-	-	-	-	-	-
		Total		211,952	-	211,952	-	-	-
		Pavers in LIB medians south of T1 parking garage		254,840	-	-	-	254,840	-
		AIP - Entitlement		-	-	-	-	-	-
		AIP - Discretionary		-	-	-	-	-	-
		PAYGO PFC		-	-	-	-	-	-
		ADF		254,840	-	-	-	254,840	-
		GARB		-	-	-	-	-	-
		Total		254,840	-	-	-	254,840	-
		Operations Total		530,000	572,768	-	317,928	-	254,840
		AIP - Entitlement		-	-	-	-	-	-
		AIP - Discretionary		-	-	-	-	-	-
		PAYGO PFC		-	-	-	-	-	-
		ADF		572,768	-	317,928	-	254,840	-
		GARB - PFC Eligible		-	-	-	-	-	-
		Total		572,768	-	317,928	-	254,840	-
		ROADS TOTAL		\$3,930,000	\$4,204,896	\$0	\$3,285,256	\$0	\$919,640
		AIP - Entitlement		-	-	-	-	-	-
		AIP - Discretionary		-	-	-	-	-	-
		PAYGO PFC		2,119,520	-	2,119,520	-	-	-
		ADF		2,085,376	-	1,165,736	-	919,640	-
		GARB		-	-	-	-	-	-
		Total		\$4,204,896	\$0	\$3,285,256	\$0	\$919,640	\$0
Planning	PL1804	Grade Berm A along McDonnell Blvd - Future Hangars	600,000	635,856	-	635,856	-	-	-
		AIP - Entitlement		-	-	-	-	-	-
		AIP - Discretionary		-	-	-	-	-	-
		PAYGO PFC		-	-	-	-	-	-
		ADF		-	-	-	-	-	-
		GARB		635,856	-	635,856	-	-	-
		Total		635,856	-	635,856	-	-	-
Engineering Buildings	EB2101	Roofs at Cargo City Buildings 1,2,3,4,5	1,800,000	2,038,464	-	-	-	-	2,038,464
		AIP - Entitlement		-	-	-	-	-	-
		AIP - Discretionary		-	-	-	-	-	-
		PAYGO PFC		-	-	-	-	-	-
		ADF		1,045,624	-	-	-	-	1,045,624
		GARB		992,840	-	-	-	-	992,840
		Total		2,038,464	-	-	-	-	2,038,464

Department and Project Number	Project Number	Project Name	Original Project Cost	Estimated Project Cost	ESCALATED COSTS				
					2017	2018	2019	2020	2021
		OTHER TOTAL	\$2,400,000	\$2,674,320	\$0	\$635,856	\$0	\$0	\$2,038,464
		AIP - Entitlement		-	-	-	-	-	-
		AIP - Discretionary		-	-	-	-	-	-
		PAYGO PFC		-	-	-	-	-	-
		ADF		1,045,624	-	-	-	-	1,045,624
		GARB		1,628,696	-	635,856	-	-	992,840
		Total		\$2,674,320	\$0	\$635,856	\$0	\$0	\$2,038,464
		TOTAL NEED	\$157,352,500	\$170,253,095	\$23,423,960	\$53,083,378	\$34,212,633	\$27,483,940	\$32,049,184
		AIP - Entitlement		12,535,975	1,342,100	3,560,325	2,498,025	2,543,375	2,592,150
		AIP - Discretionary		30,000,000	6,000,000	6,000,000	6,000,000	6,000,000	6,000,000
		PAYGO PFC		25,647,248	8,500,000	3,500,000	2,647,248	4,884,608	6,115,392
		ADF		15,781,146	7,581,860	2,984,932	2,105,313	1,591,933	1,517,108
		GARB		86,288,727	-	37,038,122	20,962,047	12,464,024	15,824,534
		Total		\$170,253,095	\$23,423,960	\$53,083,378	\$34,212,633	\$27,483,940	\$32,049,184

STL COMPETITION PLAN UPDATE

EXHIBIT F

2016 AUA CARGO ADDENDUM

CITY OF ST. LOUIS
LAMBERT-ST. LOUIS INTERNATIONAL AIRPORT®
AIRPORT USE AND LEASE AGREEMENT
CARGO ADDENDUM
AIRLINE NAME

This Cargo Addendum, is dated _____, 201_, and is between The City of St. Louis, a municipal corporation of the State of Missouri (“City”), and Airline Name, a corporation organized and existing under the laws of the State of _____ (“Airline”).

RECITALS

Airline is engaged in the business of providing commercial air transportation of property (“Air Cargo”).

Airline wishes to provide Air Cargo services at the Airport and, to that end, desires to enter into an Airport Use and Lease Agreement (“Agreement”) for the use of the Airport.

The City is willing to grant Airline certain rights and privileges for the use of the Airport and its facilities upon the terms and conditions set forth in the Agreement.

The parties therefore agree as follows:

Section 101

The parties acknowledge that Airline, as an Air Cargo Airline, shall not operate from the Terminal Buildings (as defined in the Agreement), and that, consequently, all rights and obligations set forth in the Agreement with respect to the use of the Leased Premises shall be inapplicable, including, but not limited to, the following Sections, Subsections and Exhibits to the Agreement: Subsections 301(A), (H), (L), (M), and (R); Sections 401-409, 502, and 504; Subsection 505(B); Sections 604, 605, 707, 709, 801, 901, 903, 1103, 1204-1207; and Exhibit B.

Section 102

Airline shall arrange for operating space separate from this Agreement with the City or with a third-party Airport tenant whose rights include providing such space. In addition, should Airline require to purchase ground handling services at the Airport, Airline shall make the appropriate arrangements through a third-party Airport tenant whose rights include providing such ground handling services to Air Cargo airlines. The City retains the right to review and approve any agreement for operating space and/or ground handling services entered into between Airline and such third-party Airport tenant prior to the commencement of Airline’s operations at the Airport.

IN WITNESS WHEREOF, the parties hereto for themselves, their successors and assigns, have executed this Agreement as of date first written above.

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

Pursuant to Ordinance _____, approved _____, 201__.

The foregoing Cargo Addendum was approved by the Airport Commission at its meeting on _____, 201__.

By:

Airport Commission Chairman Date

The foregoing Cargo Addendum was approved by the Board of Estimate and Apportionment at its meeting on _____, 201__.

By:

Secretary, Board of Estimate & Date
Apportionment

APPROVED AS TO FORM ONLY:

COUNTERSIGNED:

City Counselor Date

Comptroller Date

ATTESTED:

Register Date

AIRLINE NAME:

By:

Title: Date

ATTESTED:

By:

Title: Date

STL COMPETITION PLAN UPDATE

EXHIBIT G

2016 AIRLINE OPERATING AGREEMENT AND TERMINAL BUILDING SPACE PERMIT

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



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

**AIRLINE OPERATING AGREEMENT
AND
TERMINAL BUILDING SPACE PERMIT**

AIRLINE NAME

NO. AL-____

TABLE OF CONTENTS

ARTICLE I DEFINITIONS	1
Section 101. Meanings and Construction.....	1
Section 102. Interpretation.....	9
Section 103. Incorporation of Exhibits	9
ARTICLE II TERM OF THE AGREEMENT	10
Section 201. Term.....	10
ARTICLE III AIRLINE RIGHTS, PRIVILEGES, AND LIMITATIONS	10
Section 301. Use of Airport	10
Section 302. Prohibition Against Exclusive Rights	16
Section 303. Restrictions on Exercise of Rights and Reservation of Rights to City	16
Section 304. Hazards	18
Section 305. Airport Security	19
Section 306. Impact on Airport Certification.....	20
Section 307. Avigation Rights	20
Section 308. Airline Summary.....	20
ARTICLE IV PREMISES	20
Section 401. General.....	20
Section 402. Premises	21
Section 403. Preferential Use Gates.....	21
Section 404. Passenger Loading Bridges	22
Section 405. Accommodation in Gates Served by City's Authorized Agent.....	22
Section 406. Accommodation in Preferential Use Gates	22
Section 407. [Intentionally Left Blank]	23
Section 408. Consolidation of Operation	23
Section 409. Relocation of Premises.....	23
ARTICLE V FEES AND CHARGES FOR THE USE OF THE AIRPORT	23
Section 501. General.....	23
Section 502. Terminal Building Fees.....	24
Section 503. Landing Fees.....	24
Section 504. Passenger Loading Bridge Charges.....	24
Section 505. Other Fees and Charges	24
Section 506. Security Deposit.....	25
Section 507. Statistical Report.....	26
Section 508. Airline Records and Audit	27
Section 509. Payment Provisions.....	28
Section 510. Year-End Adjustments to Actual and Settlement.....	29
Section 511. Security Interests.....	30
ARTICLE VI [INTENTIONALLY LEFT BLANK].....	30
ARTICLE VII CAPITAL IMPROVEMENTS.....	30
Section 701. General.....	30
Section 702. [Intentionally Left Blank]	31
Section 703. [Intentionally Left Blank]	31

Section 704. [Intentionally Left Blank]	31
Section 705. [Intentionally Left Blank]	31
Section 706. [Intentionally Left Blank]	31
Section 707. [Intentionally Left Blank]	31
Section 708. [Intentionally Left Blank]	31
Section 709. Effect of Construction on Premises	31
ARTICLE VIII TENANT IMPROVEMENTS	32
Section 801. Alterations and Improvements by Airline	32
Section 802. Nondisturbance	34
ARTICLE IX OPERATION AND MAINTENANCE OF AIRPORT	34
Section 901. Division of Responsibility	34
Section 902. Maintenance by the City	34
Section 903. Maintenance by Airline	35
Section 904. City Right to Enter, Inspect, and Require Corrective Action	36
Section 905. Failure to Maintain by Airline	37
Section 906. City Obligations	37
ARTICLE X COMPLIANCE WITH LAWS	38
Section 1001. Observance and Compliance with Laws	38
Section 1002. Compliance with Environmental Laws	38
Section 1003. Passengers with Disabilities	42
Section 1004. Nondiscrimination	42
Section 1005. Prevailing Wage	42
ARTICLE XI INSURANCE, DAMAGE, AND INDEMNIFICATION	42
Section 1101. Insurance	42
Section 1102. Airline Actions Affecting Insurance	46
Section 1103. Damage to Premises	46
Section 1104. Indemnification	48
Section 1105. City Not Liable	51
ARTICLE XII ASSIGNMENT AND SUBLETTING	51
Section 1201. [Intentionally Left Blank]	51
Section 1202. Assignments	51
Section 1203. [Intentionally Left Blank]	51
Section 1204. Subleases	51
ARTICLE XIII DEFAULT	52
Section 1301. Events of Default	52
Section 1302. Termination by the City	53
ARTICLE XIV SURRENDER OF PREMISES	54
Section 1401. Surrender of Premises	54
ARTICLE XV MISCELLANEOUS PROVISIONS	56
Section 1501. Relationship of Parties	56
Section 1502. Amendment	56
Section 1503. Subordination to Agreements with the United States	56

Section 1504. Subordination to Trust Indenture	56
Section 1505. Certificate in Connection with Issuance of Bonds	57
Section 1506. No Third Party Beneficiaries	57
Section 1507. Counterparts.....	57
Section 1508. Exhibits	57
Section 1509. Survival of Warranties	58
Section 1510. Quiet Enjoyment	58
Section 1511. No Personal Liability	58
Section 1512. Governing Law and Forum Selection	58
Section 1513. Communications and Notices	58
Section 1514. Force Majeure	60
Section 1515. Invalid Provisions	60
Section 1516. No Waiver.....	60
Section 1517. City’s Rights and Remedies are Cumulative.....	61
Section 1518. Construction of Agreement.....	61
Section 1519. Timing.....	61
Section 1520. Representatives	61
Section 1521. Approvals.....	61
Section 1522. Successors and Assigns.....	62
Section 1523. Authority to Execute	62
Section 1524. Entire Agreement	62

**LAMBERT-ST. LOUIS INTERNATIONAL AIRPORT®
AIRLINE OPERATING AGREEMENT
AND TERMINAL BUILDING SPACE PERMIT
AIRLINE NAME**

This Airline Operating Agreement and Terminal Building Space Permit is entered into as of the Effective Date, and is between The City of St. Louis, a municipal corporation of the State of Missouri, and Airline Name, a corporation organized and existing under the laws of the State of _____.

RECITALS

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

Airline is engaged in the business of providing commercial air transportation as an air carrier and is certificated by the United States Government to engage in such business.

Airline wishes to provide commercial air transportation at the Airport and, to that end, Airline was offered the opportunity to become a Signatory Airline in accordance with the terms of the Airport Use and Lease Agreement, but Airline declined and made it known to the City that it prefers to enter into this Agreement.

The City is willing to grant Airline certain rights and privileges for the use of the Airport and its facilities upon the terms and conditions set forth herein.

The parties, therefore, agree as follows:

**ARTICLE I
DEFINITIONS**

Section 101. Meanings and Construction

Except as otherwise clearly indicated by the context, the words and phrases defined in this Section shall have the following meanings when used elsewhere in this Agreement:

“Affiliate” means Affiliate as defined in the Airport Use and Lease Agreement.

“Agreement” means this Airline Operating Agreement and Terminal Building Space Permit.

“Air Transportation Business” means the carriage by aircraft of persons or property as a common carrier for compensation or hire, or the carriage of mail by aircraft in commerce, as defined in the Federal Aviation Act of 1958, as amended.

“Aircraft Parking Position” means the area on the aircraft apron adjacent to each Gate and designated by the City to serve as the position at which aircraft using each particular Gate must be parked.

“Airfield” means the areas of the Airport used for the landing, taking-off, movement, and parking of aircraft, including runways, taxiways, aprons, navigational aids, hazard designation and warning devices, airfield security roads and fencing, blast fencing, lighting, clear zones and safety areas, aviation easements, including land utilized in connection therewith or acquired for such future purpose or to mitigate aircraft noise, and the fuel storage and distribution system associated with the Terminal Buildings, and associated equipment and facilities.

“Airfield Operations Area” or “AOA” means those areas of the Airport used for the landing, taking-off, movement, and parking of aircraft, as the same now exist or as the same hereafter may be added to, modified, changed, or developed.

“Airline” means the Airline named on the signature page hereof.

“Airport” means the Lambert-St. Louis International Airport®, together with any additions, improvements, or enlargements made from time to time.

“Airport Commission” means the now existing Airport Commission of the City created by §18.08.030 of the Revised Code of the City of St. Louis, or such officer, board or commission who or which hereafter may be legally given the powers and duties given to the Airport Commission in existence on the date hereof.

“Airport Director” means the Director of Airports for the City or the person performing the functions of that office, as authorized by the City’s Mayor, or that person authorized by the Airport Director to act for or on behalf of the Airport Director with respect to any particular matter under this Agreement.

“Airport Use and Lease Agreement” means the standard agreement establishing the terms, privileges, and obligations of the Signatory Airlines in effect at any time during the term of this Agreement. To the extent necessary for the interpretation of this Agreement, the standard Airport Use and Lease Agreement is incorporated hereto by reference.

“Apron-Level Unenclosed Space” means the unenclosed space under any of the concourses of the Terminal Building, as shown in Exhibit B.

“Assignment” means Assignment as defined in Section 1202.

“Bond or Bonds” means all bonds, notes, or other obligations issued by the City pursuant to the Trust Indenture.

“City” means The City of St. Louis, Missouri.

“City’s Authorized Agent” means the entity with which the City enters into an agreement to provide ground-handling services to scheduled, non-scheduled, charter, and other passenger aircraft operators at those Gates designated by the City from time to time for such use.

“Commencement Date” means that certain date mutually agreed to by the parties as set forth in Section 201.

“Common Use Formula” means the formula used to prorate the total monthly fees attributable to the Common Use Space (including the monthly cost of maintaining and operating the inbound baggage claim conveyor system) in each Terminal Building among those airlines using such Common Use Space (the “Common User Airlines”) as follows:

- (i) 20 percent of such monthly fee or costs, as the case may be, equally among each such Common User Airlines; provided, however, that no Affiliate, while operating under such designation, shall be counted as a separate Common User Airline for this purpose; and further provided, that Common User Airlines whose Enplaned Passengers equal 3% or less of the aggregate number of Enplaned Passengers for all airlines at the Airport during the most recently available preceding 12-month period shall be counted as a single Common User Airline, and shall share the allocated fee or cost equally among them; and
- (ii) 80 percent based on the percentage that results from dividing the average monthly number of Enplaned Passengers of each Common User Airline during the most recently available preceding 12-month period by the aggregate average monthly number of Enplaned Passengers of all Common User Airlines during such period.

The results of the Common Use Formula shall be calculated by the City, and shall become effective on July 1 of every year; provided, however, that the City shall update its calculations upon the commencement of service or use by a new Common User Airline, for which the City shall estimate the average monthly number of Enplaned Passengers for purposes of the Common Use Formula calculations, or upon the cessation of service or use by a Common User Airline.

“Common Use Space” means space used in the operation of the Outbound Baggage Handling System (excluding any baggage screening checkpoint space used by TSA), the designated tug drives within the baggage make-up areas, the inbound baggage handling system, and the baggage claim areas and related facilities and appurtenances in each of the Terminal Buildings, respectively, that Airline uses on a common basis with other airlines assigned to that space, as depicted on Exhibit B.

“Dual Customs” means a location or locations at the Airport in which, both: (1) U.S. customs authorities provide customs clearance service to air cargo entering the U.S. from Mexico, and (2) Mexican customs authorities establish and provide customs pre-clearance services for air cargo going to Mexico from the U.S.

“Effective Date” means the date in which this Agreement has been duly signed and executed by both the City and Airline, as shown on the signature page of this Agreement.

“Enplaned Passengers” means all originating and on-line and off-line connecting passengers of Airline and of all other airlines enplaning at any of the Terminal Buildings, but excluding through passengers.

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

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

“Event of Default” means an Event of Default as defined in Section 1301.

“Exclusive Use Space” means that space within the Terminal Buildings, including Airline’s operational, administrative and ticket counter space, as depicted on Exhibit B, in which Airline is granted the right to occupy and use to the exclusion of others, in accordance with the provisions of Article IV.

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

“Fees and Charges” means the fees and charges payable to the City pursuant to Article V. Fees and Charges shall not include Passenger Facility Charges.

“Fiscal Year” or “FY” refers to the City's fiscal year and means the twelve-month period commencing July 1 and extending through June 30 of the following calendar year (and identified by the calendar year in which it ends), or such other fiscal year as the City may establish by ordinance.

“Gate” means each area from which passengers enplane or deplane aircraft, including the associated holdroom and passenger loading bridge, and related tenant improvements.

“Gross Space” means the entirety of any particular area of the Terminal Buildings measured, as appropriate for each area, from the primary interior surface of the exterior walls and from the centerline of interior partitions, or, in the absence of such interior partitions, the point where such centerline would be located if such interior partitions existed, expressed in square feet.

“Hazardous Materials” means friable asbestos or asbestos-containing materials, polychlorinated biphenyls (PCBs), petroleum, crude oil, or natural gas, or source material or byproducts thereof, special nuclear material, pesticides, hazardous waste, toxic substance, or any material defined or treated as a hazardous substance, regulated special waste, pollutant or contaminant (or comparable term) under any of the Environmental Laws.

“Joint Use Formula” means the formula used to prorate the total monthly fee and cost attributable to the Joint Use Space in each area of the Terminal Buildings (e.g., concourse operational area) among those parties using such area (the “Joint User Parties”) based on the percentage that results from dividing the relevant square footage attributable to the Exclusive Use Space or Preferential Use Gates of each of the Joint User Parties in that area by the aggregate leasable square footage within such area.

“Joint Use Space” means the areas in the Terminal Buildings that Airline uses jointly with other parties assigned to those areas, as depicted on Exhibit B.

“Landed Weight” means the sum of the Maximum Certificated Gross Landed Weight for all Revenue Aircraft Arrivals over a stated period of time, rounded to the nearest thousand pounds.

“Landing Fees” means the fees payable by Airline for the use of the Airfield Operations Area in accordance with Section 503.

“Maximum Certificated Gross Landed Weight” means, for any aircraft operated by an airline, the maximum certified gross landing weight in one thousand pound units of such aircraft as certified by the FAA and as listed in Airline's FAA-approved Flight Operations Manual.

“Nonpreferential Gate Use Fee” means the fair, reasonable, and nondiscriminatory fee, established by Airline, with the prior approval of the City, for the use of Airline's Preferential Use Gates by a nonpreferential gate user. The Nonpreferential Gate Use Fee may include a space use component as well as an allowance for the use of Airline-owned

equipment and furnishings considered to be essential for the use of that Gate, such as seating, podiums, and the associated passenger loading bridge. The City may disapprove a Nonpreferential Gate Use Fee that exceeds the recovery of reasonable costs. If the City and Airline cannot agree on the amount of the Nonpreferential Gate Use Fee before it must be imposed on a nonpreferential gate user, the City, in its sole discretion, shall establish the fee.

“Nonsignatory Airline” means an airline using the Airport that has not signed an Airport Use and Lease Agreement.

“Notice” means a communication between the parties to this Agreement performed in accordance with the requirements of Subsection 1513(B).

“Outbound Baggage Handling System” means the complete outbound (including inline baggage screening matrix) baggage handling systems for each of the Terminal Buildings used to move the passenger checked luggage from the ticket counter and curbside baggage drop-off areas to the baggage make-up areas.

“Outbound Baggage Handling System Formula” means the formula used to prorate the total monthly cost of maintaining and operating the Outbound Baggage Handling System in each Terminal Building among those airlines using such Outbound Baggage Handling System in that particular Terminal Building (the “System User Airlines”) as follows:

- (i) 20 percent of such monthly costs equally among each such System User Airlines; provided, however, that no Affiliate, while operating under such designation, shall be counted as a separate System User Airline for this purpose; and further provided, that System User Airlines whose Enplaned Passengers equal 3% or less of the aggregate number of Enplaned Passengers for all airlines at the Airport during the most recently available preceding 12-month period shall be counted as a single System User Airline, and shall share the allocated cost equally among them; and
- (ii) 80 percent based on the percentage that results from dividing the average monthly number of bags processed by the Outbound Baggage Handling System for each System User Airline during the most recently available preceding 12-month period by the aggregate average monthly number of bags processed by the Outbound Baggage Handling System for all System User Airlines during such period.

The results of the Outbound Baggage Handling System Formula shall be calculated by the City, and shall become effective on July 1 of every year; provided, however, that the City shall update its calculations upon the commencement of service or use by a new System User Airline, for which the City shall estimate the average monthly number of bags to be processed by the Outbound Baggage Handling System for purposes of the Outbound Baggage Handling System Formula, or upon the cessation of service or use by a System User Airline.

“Passenger Facility Charge” or “PFC” means charges imposed by the City pursuant to 49 U.S.C. §40117, as amended or supplemented from time to time, and 14 C.F.R. Part 158, as amended or supplemented from time to time.

“Passenger Loading Bridge Charge” means the charge payable for the use of City-owned passenger loading bridges assigned to Airline as established in accordance with Section 604.

“Preferential Baggage Make-Up Area” means the baggage make-up area within the Terminal Buildings, as depicted on Exhibit B, in which Airline holds priority over other as to use; provided, however, that Airline shall provide access to another airline immediately upon request by such airline to allow for the retrieval of bags missorted by the Outbound Baggage Handling System without unreasonable interference with each other’s operations.

“Preferential Use Gates” means those Gates within the Terminal Buildings, as depicted on Exhibit B, in which Airline holds a priority over others as to use in accordance with the provisions of Article IV.

“Premises” means, those areas and facilities in the Terminal Buildings that are assigned to Airline, if any, in accordance with the terms of this Agreement for its exclusive, preferential, joint, or common use and occupancy, consisting of Exclusive Use Space, Preferential Use Gates, Preferential Baggage Make-Up Area, Joint Use Space, Common Use Space, Ticket Counter Queuing Space, and Apron-Level Unenclosed Space, as depicted in Exhibit B.

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

“Remote Parking Fee” means the fee payable by Airline to the City for the privilege of parking aircraft for a period of time in excess of 4 hours anywhere other than the Airline’s assigned Aircraft Parking Position(s).

“Requesting Airline” means an airline requesting the right to use, in common with Airline, all or a designated portion of Airline’s Preferential Use Gates in accordance with the provisions of Section 406.

“Revenue Aircraft Arrival” means each landing of an aircraft at the Airport, except: (i) landing of an aircraft that departs from the Airport and returns, without having landed at another airport, for meteorological, mechanical, safety, or any other emergency purpose; (ii) the landing of aircraft during training flights; or (iii) the landing of aircraft during maintenance test flights.

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

“Security Deposit” means an irrevocable letter of credit or other instrument acceptable to the City provided pursuant to Section 506.

“Signatory Airline” means, at any time, each one of the airlines which then has executed an Airport Use and Lease Agreement.

“Terminal 1” means the area comprising the west portion of the Airport’s passenger terminal complex, also known as the main terminal building, together with concourses A, B, C and D, including all supporting and connecting structures and facilities and all related appurtenances to said building and concourses.

“Terminal 2” means the following two areas:

- (i) “Terminal 2 Building” which is the unit terminal building situated at the east end of the passenger terminal complex, including Gates E2 through E25, as well as Gates E34, E36, E38 and E40, and all supporting and connecting structures and facilities and all related appurtenances; and
- (ii) “International Facilities” which is the area comprising the federal inspection services (FIS) area, Gates E29, E31, and E33 (as designated by the City from time to time), together with all associated office and operation space, and related appurtenances.

“Terminal Buildings” means the terminal complex area comprised of Terminal 1 and Terminal 2.

“Ticket Counter Queuing Space” means the public area in front of, and extending 15 feet from, Airline’s ticket counters, as shown on Exhibit B.

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

“Trust Indenture” means the Amended and Restated Indenture of Trust between the City and UMB Bank, N.A., Trustee, dated as of October 15, 1984, as Amended and Restated as of July 1, 2009, and as further amended or supplemented from time to time. The City shall provide to Airline a copy of all such amendments and supplements.

“Usable Space” means the Gross Space of the particular Terminal Building, less any mechanical, electrical, and other utility space.

Section 102. Interpretation

(A) References in the text of this Agreement to articles, sections, paragraphs, or exhibits pertain to articles, sections, paragraphs, or exhibits of this Agreement, unless otherwise specified.

(B) The terms “hereby,” “herein,” “hereof,” “hereto,” “hereunder,” and any similar terms used in this Agreement refer to this Agreement.

(C) Words importing persons shall include firms, associations, partnerships, trusts, corporations, and other legal entities, including public bodies, as well as natural persons.

(D) Any headings preceding the text of the articles and sections of this Agreement, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction, or effect.

(E) Words importing the singular shall include the plural and vice versa. Words of any gender shall be deemed to include correlative words of the other gender.

(F) The term “including” shall be construed to mean “including without limitation,” unless otherwise expressly indicated.

(G) All references to number of days shall mean calendar days.

(H) Words used in the present tense include the future.

Section 103. Incorporation of Exhibits

The following Exhibits are hereby made a part of this Agreement:

Exhibit A – [Intentionally Left Blank]

Exhibit B –Premises

Exhibit C – Statistical Report Forms

Exhibit D – [Intentionally Left Blank]

Exhibit E – [Intentionally Left Blank]

Exhibit F – [Intentionally Left Blank]

Exhibit G – Division of Responsibility for Maintenance and Operation

Exhibit H – [Intentionally Left Blank]

ARTICLE II TERM OF THE AGREEMENT

Section 201. Term

The term of this Agreement shall commence on July 1, 2016 (the “Commencement Date”), and shall continue month-to-month, unless sooner terminated pursuant to the provisions hereof; provided, however, that the term of this Agreement shall not extend for a period longer than 36 months. Either the City or Airline may terminate this Agreement without cause by giving 30-day Notice to the other party.

ARTICLE III AIRLINE RIGHTS, PRIVILEGES, AND LIMITATIONS

Section 301. Use of Airport

Subject to the terms of this Agreement, Airline shall have the right to conduct its Air Transportation Business at the Airport and to perform all operations and functions that are incidental or necessary to the conduct of such business at the Airport. Nothing in this Article shall be construed as authorizing Airline to conduct any business separate and apart from the conduct of its Air Transportation Business at the Airport. Any rights not specifically granted to Airline for its use of and operations at the Airport pursuant to this Agreement are hereby reserved for and to the City.

(A) *Use in Common of Terminal Buildings.* Airline shall have the right to use, in common with, and subject to the rights of others so authorized, the public areas and public facilities of the Terminal Buildings.

(B) *Use in Common of Airfield Operations Area.*

(i) Airline shall have the right to use the Airfield Operations Area, in common with others so authorized, to land, takeoff, fly over, taxi, tow, park, and condition Airline's aircraft. Airline shall not knowingly permit, without the consent of the City, the use of the Airfield Operations Area or any portion thereof by any aircraft operated or controlled by Airline that

exceeds the design strength or capability of such area as reasonably established by the City.

(ii) Airline shall have the right to park, service, load, and unload its aircraft only in Airline's assigned Aircraft Parking Position(s) or in other areas designated by the City for that purpose, subject to the availability of space.

(C) *Airline Operations.* Airline shall have the right to handle reservations; sell tickets, including electronic tickets; document shipments; and load and unload persons, property, cargo, and mail, including interlining with other airlines.

(D) *Maintenance of Aircraft and Equipment.* Airline shall have the right to conduct routine servicing by Airline, or by its suppliers of materials or by its furnishers of routine services, of aircraft operated by Airline at Airline's assigned Aircraft Parking Position(s), or as otherwise permitted by the City's Rules and Regulations; provided, however, that Airline shall not do, or permit to be done any heavy maintenance (e.g., engine changes, control surface replacements and overhauls) at its assigned Aircraft Parking Position(s) unless such maintenance is consented to by the City. Airline shall restrict its maintenance and/or repairs of ground support equipment (e.g., baggage carts, power units, and trucks) only to areas designated by the City for that purpose. The City reserves the right to require all third-party suppliers of materials or furnishers of services doing business at the Airport to secure a permit from the City, to comply with all applicable Rules and Regulations, and to pay any applicable fees to the City for conducting such activity at the Airport. All Hazardous Materials used and wastes generated in the course of maintenance of aircraft and equipment by Airline and its suppliers, contractors and agents shall, as between the City and Airline, be the sole responsibility of Airline and such materials shall be managed in full conformance with all applicable Environmental Laws and Environmental Permits.

(E) *Ramp Support.* Subject to applicable fees and charges, Airline shall have the right to use water, electric power, telephone, and preconditioned air systems, to the extent supplied by the City, at or adjacent to Airline's assigned Aircraft Parking Positions. To the extent such systems are not supplied by the City, Airline shall have the right to purchase, install, use, and maintain, at Airline's assigned Aircraft Parking Positions, equipment and services necessary for loading, unloading, and general servicing of Airline's aircraft, auxiliary power systems, air start systems, preconditioned air systems, and other miscellaneous aircraft and aircraft-related support equipment and facilities.

(F) *Storage and Use of Fuels, Lubricants, and Deicing Fluids.* Airline shall have the right to erect or install and maintain on the Airport, only at locations designated, and in a manner approved by the City, adequate storage facilities for fuels, lubricants, and deicing fluids, together with the necessary pipes, pumps, motors, filters and other appurtenances incidental to the use thereof. Airline shall install, maintain, and operate such storage facilities in full compliance with all

applicable federal, state and local laws and regulations, and in accordance with insurance underwriters' standards. As between Airline and City, Airline is solely responsible for obtaining and complying with any necessary Environmental Permits for such storage facilities in accordance with applicable Environmental Laws. The City reserves the right to assess a reasonable rental or use charge for any such storage areas, if located outside the Premises.

(i) Airline shall apply deicing/anti-icing fluids only in areas in which appropriate containment systems are operational, or in areas otherwise designated by the City. The City reserves the right to include the costs associated with the operation and maintenance of containment systems in the Airfield.

(ii) All non-hydrant fueling trucks shall be reasonably approved by the City, including their routing and parking locations.

(iii) Airline shall comply with the Airport's storm water management plan and pollution prevention plan in regard to the use and release of deicing/anti-icing fluids and fuels [see Subsection 1002(H)].

(G) *Personnel.* Airline shall have the right to hire and train personnel in the employ of or to be employed by Airline at the Airport.

(H) *Customer Service.* Airline shall have the right to provide to its passengers such services that Airline normally provides at similar airports, such as skycaps and wheelchair services. Airline shall not provide any type of motorized passenger cart services within the Terminal Buildings without the approval of the City.

(I) *Test of Aircraft and Equipment.* Airline shall have the right to test aircraft and other equipment owned or operated by Airline; provided that such testing is incidental to the use of the Airport in the operation by Airline of its Air Transportation Business and will not hamper or interfere with use of the Airport and its facilities by others entitled to use of the same. The City reserves the right to restrict any testing operations it deems to interfere with the safe and efficient use of the Airport and its facilities or to create excessive noise as determined by the City.

(J) *Sale, Disposal, or Exchange of Equipment and Products.* Airline shall have the right to sell, dispose, or exchange aircraft, engines, accessories, gasoline, fuel, oil, lubricants, deicing fluid, and other equipment of Airline, only in areas designated by the City and in conformance with all applicable federal, state, and local laws and regulations.

(K) *Use of Ground Transportation.* Airline shall have the right to load and unload persons, property, cargo, and mail by motor vehicles or other means of conveyance, operated by itself or provided by third-party suppliers, as Airline may desire or require in the operation of its Air Transportation Business, via routes and at locations at the Airport designated by the City; provided, however, that the City

reserves the right to require such third-party supplier or suppliers to secure a permit from the City, to comply with all applicable Rules and Regulations, and to pay any applicable fees to the City to conduct such activity at the Airport.

(L) *Modification of Premises.* Airline shall have the right to conduct the following activities within its Premises, subject to the approval and permitting requirement provisions of Article VIII:

(i) build, install, maintain and operate facilities and equipment for all activities related to its Air Transportation Business at the Airport, including: check-in and ticket counters; reservations offices; administrative offices; operations offices; lockers, restrooms, and related facilities for its employees; and baggage, cargo, and mail handling and storage space; provided, however, that the particular Premises are designed to be used for said purpose or that said use has been approved by the City;

(ii) install and maintain personal property, including furniture, furnishings, supplies, machinery, and equipment deemed necessary or prudent for the operation of its Air Transportation Business; title to such personal property shall remain with Airline, subject to the provisions of this Agreement;

(iii) install and maintain wall treatments, banners, and other identifying signs, subject to the prior approval of the City, and provided that such signs shall be substantially uniform in size, type, and location with those of other airlines, harmonious and in keeping with the pattern and decor of the Terminal Buildings, and consistent with the City's graphics standards and standards for mounting; and

(iv) construct modifications, finishes, and improvements deemed necessary or prudent for the operation of its Air Transportation Business.

(M) *Airline Clubs.* Airline shall have the right to furnish and operate a preferred customer, VIP club, or similar private club. In addition to its space fees, Airline shall pay a concession fee if it provides goods or services for a charge, which concession fee shall be the applicable concession fee rate for like sales payable at the Airport; provided that no such payment shall be required with respect to: (i) goods or services obtained from concessionaires already obligated to make payments to the City with respect to such goods or services, (ii) the rent of conference room space within the club, and (iii) club membership fees, including reciprocal club membership fees, or fees for passes (including day passes) for entry to the club. Notwithstanding the above, club membership fees shall be exempt from concession fees. At Airline's option, such preferred customer or VIP club may be shared with one or more other airlines.

(N) *Handling Arrangements.* Airline shall have the right to enter into handling arrangements as part of its Air Transportation Business at the Airport. The rights

granted to Airline pursuant to this Article may be exercised on behalf of Airline by other Signatory Airlines or by third-party suppliers; provided, however, that the City reserves the right to require such third-party suppliers to secure a permit from the City, to comply with all applicable Rules and Regulations, and to pay any applicable fees to the City to conduct such activity at the Airport.

(O) *Airport Access.* Airline shall have the right of ingress to and egress from the Airport including its Premises and the public areas and public facilities of the Terminal Buildings, for Airline's employees, agents, contractors, passengers, guests, invitees, licensees, suppliers of materials and providers of service, and its or their equipment, vehicles, machinery, and other property; provided, however, that the foregoing shall not preclude the City from: (i) subjecting such persons to the City's Rules and Regulations, (ii) requiring such persons to enter into an agreement with the City when such access is required on an ongoing basis, or (iii) imposing any charge, permit or license fee for the right to do business at the Airport; further provided, however, that ingress to and egress from the Airport may be conditioned on adherence to security requirements, and may be limited on temporary bases for security reasons.

(P) *Right to Purchase Services and Products.* Airline shall have the right to purchase or contract for services and products subject to the limitations contained herein:

(i) Airline may purchase or otherwise obtain products of any nature, including aircraft, engines, accessories, gasoline, oil, grease, lubricants, fuel, propellants, passenger supplies and other materials, equipment, supplies, articles, and goods, used or acquired by Airline in connection with or incidental to Airline's Air Transportation Business at the Airport from any person or company; provided, however, that the City reserves the right to require such person or company to secure a permit from the City, to comply with all applicable Rules and Regulations, and to pay any applicable fees to the City to conduct such activity at the Airport.

(ii) Airline shall have the right to contract with a third party or Airline-owned ground handler to provide to it or to perform for it any of the services or functions which it is entitled to perform hereunder, provided that such third party must maintain any permits and pay all fees required by the City. The contractual relationship between any third party and Airline shall not affect in any way the fulfillment of Airline's obligations, including those of insurance and indemnification for activities, hereunder.

(iii) Any suppliers, contractors or agents performing services for, or selling products to, Airline at the Airport shall conform to applicable performance standards, space use requirements, and the City's Rules and Regulations, including any permit requirement or payment of fees required by the City.

(Q) *Communications and Weather Equipment, Multi-User Flight Information Display System (MUFIDS) and Public Address System.* Airline shall have the right to use the following communications equipment, flight information displays, and public address systems in conjunction with the conduct of its Air Transportation Business:

(i) Subject to the prior approval of the City and conditions stated below, Airline shall have the right to install, maintain, and operate, alone or in conjunction with any other airline(s), or through a nominee, such radio, telecommunications (both wireline and wireless), meteorological, aerial navigation, and computer equipment, facilities and associated wiring, as may be necessary for the conduct of Airline's Air Transportation Business at the Airport. The location of such equipment and facilities, method of installation, and type of equipment shall be subject to the prior approval of the City. The City may require modification, removal, or relocation of such equipment if it interferes with other communication, meteorological, or aerial navigation systems operated by the City, other tenants, or governmental agencies. Such modification, removal, or relocation shall be at the City's sole cost. The City shall have the right to charge a fee, surcharge, or space use charge for any equipment location outside of the Premises. The City retains the right to impose reasonable and non-discriminatory access fees to third-party telecommunications and data service providers

(ii) Airline shall provide electronic flight arrival and departure information through City-installed systems and shall cooperate with the City's installation and maintenance of centralized and remote flight information displays.

(iii) Airline shall have the right to use, in common with others so authorized, the public address system serving the Terminal Buildings. Airline shall not install, cause to be installed, or use any other public address system at the Terminal Buildings without the prior approval of the City.

(iv) Airline shall comply with the Airport's RF Systems Antenna/Radio Frequency Policy, as amended from time to time.

(R) *Food and Beverage.* Airline shall have the following rights to prepare, package, and/or distribute food and beverages with respect to the conduct of its Air Transportation Business at the Airport:

(i) Airline shall have the right to purchase, prepare, and/or package food and beverages to be distributed at no cost to passengers of Airline without paying the applicable concession fee. Airline shall pay a concession fee for all food and beverages purchased, prepared, and/or packaged to be sold at the Airport; provided that no such payment shall be required with respect to food and beverages obtained from vendors already

obligated to make payments to the City with respect to such food and beverages or for food and beverages sold or served in-flight. The concession fee to be paid by Airline shall be the applicable concession fee rate paid by in-flight food catering concessionaires located at the Airport.

(ii) If Airline purchases food and beverages from an off-Airport caterer for delivery to Airline at the Airport, said caterer shall have a contract with, or permit from, the City to do business at the Airport, and said caterer shall be subject to a concession fee equal to the concession fees paid by in-flight food catering concessionaires located at the Airport.

(iii) Airline shall have the right to distribute food and/or beverages to passengers at no cost from Airline's Premises in the event of service delays or other emergencies. Airline shall also have the right to distribute food and/or beverages at no cost to the general public from Airline's Premises; provided, however, that such distribution must be in connection with holidays and/or promotional events.

(iv) Airline shall have the right to install soft drink and/or snack vending machines in its non-publicly accessible Premises for the sole use of Airline's employees, contractors, and agents. Such sales shall not be subject to a concession fee. Vending machines shall not be within the view of the general public. Vending machine locations are subject to the prior approval of the City.

(S) *Employee Parking.* The City may, but is not required to, designate parking areas at the Airport available to Airline's employees while at work at the Airport, subject to the payment of monthly fees as the City shall determine from time to time. The City shall have the right to relocate, re-designate, or otherwise change the location of such parking areas, if any, as needed.

Section 302. Prohibition Against Exclusive Rights

It is hereby specifically understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right to provide aeronautical services to the public as prohibited by 49 U.S.C. §§40103(e) and 47107(a)(4), as amended from time to time, and the City reserves the right to grant to others the privilege and right of conducting any or all activities of an aeronautical nature.

Section 303. Restrictions on Exercise of Rights and Reservation of Rights to City

The rights established in this Article shall not be exercised so as to interfere with the City's operation of the Airport for the benefit of all aeronautical users, and shall be subject at all time to the restrictions herein and reservation of rights by the City.

(A) *No Interference with Operations.* If the City in its reasonable discretion determines that Airline or its contractors are exercising the rights and privileges granted to Airline pursuant to this Article (i) in a manner which interferes with the

operation or maintenance of the Airport; (ii) in a manner which adversely affects the health, safety or security of the public or other users of the Airport; or (iii) in a manner that fails to comply with the City's Rules and Regulations, Environmental Permits applicable to Airline, any of the plans or programs prepared in response to the City's Environmental Permits as provided in Section 1002, or the terms of this Agreement, the City shall give Airline Notice of such determination including the specific reasons therefor. Airline shall promptly commence and diligently pursue actions necessary to correct the conditions or actions specified in such Notice. If such conditions or actions are not, in the opinion of the City, promptly corrected after receipt of such Notice or if such conditions or actions required corrective action over a period of time, and Airline has not, in the reasonable opinion of the City, promptly commenced and diligently pursued all such corrective action, then upon 10 days' Notice from the City to Airline, the City may suspend Airline's or its contractor's access to the Airport. Notwithstanding the foregoing provision, the City shall have the right, upon Notice to Airline, to immediately suspend operations of Airline or of said contractors if it deems such action necessary to protect the health, safety or security of the public or other users of the Airport or in emergency situations.

(B) *Integration with Systems.* Airline shall not knowingly do, or permit to be done, anything that may interfere with the effectiveness or accessibility of the drainage, deicing fluid collection system, sewer, water, communications, heating or ventilation, air conditioning, natural gas, sprinkler, alarm or fire protection systems, fire hydrants and hoses, or any other part of the utility, electrical, or other systems installed or located from time to time at the Airport.

(C) *Right to Designate Location.* The City reserves the right to designate the locations within which all of the activities conducted at the Airport, including the activities authorized herein, shall be conducted, and to reasonably change such designations from time to time.

(D) *Airport Access.* The City may, from time to time, temporarily or permanently close or restrict specific roadways, taxiways, taxi lanes, runways, apron areas, doorways, and any other area at the Airport; provided, however, that, unless an emergency situation exists, to the extent that the City deems it practical, Airline shall be notified with regard to such closings in order to minimize the disruption of services being provided. The City shall have the right at any time or times to relocate, reconstruct, change, alter, or modify any such means of access provided for pursuant to this Agreement or otherwise, either temporarily or permanently; provided that a reasonably convenient and adequate means of access, ingress, and egress shall exist or be provided in lieu thereof. The City shall reasonably notify Airline of any such action.

(E) *Telecommunication and Data Networking Infrastructure.* The City, acting in its capacity as proprietor of the Airport, retains the right to act as or designate the provider of wireless and wireline public telecommunications services and public data networking infrastructure for the general public in the public accessible

areas of the Airport. The City shall have the sole right to determine the location of, and install or cause to be installed, all public telephones, public telefax, wireless access, and other public telecommunications devices and conduit in any part of the Airport, provided that doing so does not (i) unreasonably interfere with Airline's operations authorized hereunder or (ii) substantially diminish the space contained in or the functionality of Airline's Premises. Upon reasonable prior notification by the City, the City shall be entitled to reasonable access to Airline's Premises to install or service such devices. The City shall be entitled to all income generated by such telephones and devices and shall have the right to collect reasonable and non-discriminatory charges for access to the telecommunications/data networking infrastructure except for systems or components which are owned by Airline.

(F) *Informational Devices.* The City reserves the right to install or cause to be installed informational devices, including static and electronic advertising, in all public accessible areas of the Terminal Buildings; provided, however, that such installation shall not unreasonably interfere with the operations of Airline authorized herein. The City has the right to enter Airline's Premises to install or service such devices. The City shall be entitled to all income generated by such devices. The City will use its best efforts to restrict the content of advertising messages displayed in informational devices located within Airline's Premises that are deemed to be incompatible with Airline's Air Transportation Business.

(G) *Dual Customs.* Nothing in this Agreement shall be deemed to allow Airline to develop, construct, or provide space within any premises used by or assigned to Airline at the Airport, whether assigned by the City or leased from third parties, for purposes of accommodating Dual Customs services or Mexican customs pre-clearance services. Notwithstanding anything else in this Agreement to the contrary, Airline shall not offer services or associated facilities to third parties for the loading, unloading, processing, and warehousing of air cargo subject to Mexican customs that is part of Dual Customs; provided, however, that Airline retains the right to service itself.

(H) *All Other Rights.* Any and all rights and privileges not specifically granted to Airline for its use of and operations at the Airport pursuant to this Agreement are hereby reserved for and to the City.

(I) *Strict Construction of Rights.* The rights granted to Airline hereunder may be exercised by Airline only to the extent such rights are necessary or incidental to the conduct by Airline of its Air Transportation Business at the Airport.

Section 304. Hazards

Airline shall not do, authorize to be done, or fail to do anything at the Airport which may: (i) create or contribute to a nuisance, (ii) in any way obstruct or interfere with rights of others using the Airport, or (iii) create a hazardous condition so as to increase the risks normally attendant upon operations permitted herein.

(A) *Noise Abatement.* Airline shall not engage in any activity prohibited by the City's applicable noise abatement procedures included in the Rules and Regulations, as they may be promulgated from time to time, but only to the extent that the City's noise abatement procedures do not conflict with applicable laws or regulations.

(B) *Engine Runups.* Airline shall perform aircraft engine runups only at locations and during time periods approved by the City, in its sole discretion.

(C) *Disabled Aircraft.* As soon as reasonably possible after release from proper authorities, Airline shall promptly remove any of its disabled aircraft from the Airfield Operations Area or Aircraft Parking Positions, shall place any such disabled aircraft only in such storage areas as may be designated by the City, and shall store such disabled aircraft only upon such terms and conditions as may be reasonably established by the City. If Airline fails to promptly remove its disabled aircraft from the Airfield Operations Area or Aircraft Parking Positions, the City may remove said aircraft and take other reasonable and appropriate action under the circumstances. The City shall add the cost of such removal or other action, plus actual administrative costs, including time and expenses, as an additional charge due hereunder on the first day of the month following the date of such work. The City's rights under this Section are in addition to all other rights and remedies provided to the City hereunder.

(D) *Aircraft Apron Operations:*

(i) Airline shall not operate the engines of aircraft so as to endanger persons or property on the aircraft apron.

(ii) The City retains the right to review and approve all aircraft push-out, power-out, and/or power-back operating procedures at each Aircraft Parking Position, which approval shall not be unreasonably delayed or denied.

Section 305. Airport Security

(A) Airline shall not do or permit its agents, employees, and its contractors or suppliers while such contractors or suppliers are providing services to Airline, to do anything at the Airport that would be in conflict with or violate the requirements of any federal, state, or local law, regulation or security directive regarding airport security, as they may be amended from time to time, or the Airport Security Program.

(B) Airline shall be responsible for obtaining and coordinating any security badging, vehicle decals, and/or any other actions required to ensure that Airline's agents, employees, contractors, or suppliers are in compliance with the City's security plan, and any federal, state, or local law, regulation and security directive regarding airport security, as they may be amended from time to time. Airline shall

be responsible for all costs associated with obtaining such badge and/or access privileges.

Section 306. Impact on Airport Certification

Airline shall not knowingly do or permit its agents, directors, or employees to do anything at the Airport that would be in conflict or violate the requirements of 14 C.F.R. Part 139, "Certification of Airports," as amended from time to time, or any successor regulation, order, or directive, or that would jeopardize the Airport's operating certificate obtained pursuant to such federal regulations.

Section 307. Avigation Rights

The City reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Airport, including Airline's Premises, for navigation or flight in said airspace for landing on, taking off from, or operating at the Airport.

Section 308. Airline Summary

Upon request by the City, Airline shall provide to the City a written summary containing the following information and such additional information as the City may reasonably request from time to time:

- (A) The names, addresses, and telephone numbers of Airline officials responsible for station operations, flight operations, properties, and facilities, including a 24-hour emergency contact. Airline shall update information as needed.
- (B) The published schedules of Airline's flight activity at the Airport.
- (C) The description of Airline's fleet and identification of the type and series of aircraft. Airline shall reasonably notify the City of the introduction of an aircraft that is not being operated by Airline at the Airport on the date of this Agreement.

ARTICLE IV PREMISES

Section 401. General

Airline understands and agrees that, to the extent necessary and as set forth below, this Agreement constitutes a space permit and it is not a lease. For its operations at the Terminal Building, Airline may:

- (A) use the Premises assigned to it by the City in the Terminal Buildings in accordance with the provisions of this Article;
- (B) use one or more Gates designated by the City for use by the City's Authorized Agent in accordance with the provisions of Section 405; or

(C) sublease space in one of the Terminal Building from a Signatory Airline, provided that Airline is a designated Affiliate of such Signatory Airline.

Section 402. Premises

(A) If Airline elects the option provided in Subsection 401(A), the City hereby assigns to Airline for Airline's use, subject to the provisions of this Agreement, the Premises as shown on Exhibit(s) B. Airline accepts the Premises for its use in the performance of its Air Transportation Business in AS IS condition, with no warranties or representations, expressed or implied, oral or written, made by the City or any of its agents or representatives.

(B) If space changes are made consistent with the provisions of this Agreement, revised exhibits may be substituted for those herein without the necessity for amendment of this Agreement; which substitution may be made by Notice to Airline from the City.

(C) Airline agrees that the measurements obtained from the City's Computer-Aided Drafting and Design ("CADD") drawings of the Terminal Buildings shall be used for determining the amount of space in the Terminal Buildings, including the Premises, and for calculating the Terminal Building Fees payable to the City in accordance with Section 502. Such CADD drawings are the basis for the exhibits to this Agreement. As the spaces in the Terminal Buildings and the Premises change from time to time, the City may revise the exhibits to this Agreement by notifying Airline that it is substituting new exhibits.

Section 403. Preferential Use Gates

If Airline is assigned one or more Preferential Use Gates, Airline shall have a priority in using such Preferential Use Gates as follows:

(A) Airline's right to its Preferential Use Gates shall be subject to an average Gate utilization requirement of 4 flight departures each day per Gate assigned to Airline.

(B) Airline shall have the right to permit the occasional use of any of its Preferential Use Gates by other airlines to accommodate non-routine irregular operations.

(C) If Airline fails to meet the average Gate utilization requirement set forth in Subsection 403(A) during any given six-month period, Airline may be subject to losing its preferential right to one or more Gates, so that, thereafter, Airline will meet the average Gate utilization requirement with its remaining Preferential Use Gates.

(D) If the City requires Airline to relinquish one or more of its Preferential Use Gates, the City, in its sole discretion, shall select the Gate(s) to be relinquished, and

such Gate(s) shall be deleted prospectively from Airline's Premises and Airline's Terminal Building Fee obligation with respect to such Gate(s) shall cease.

Section 404. Passenger Loading Bridges

(A) Airline shall have the right to use the City-owned passenger loading bridges and appurtenant equipment at each of Airline's Preferential Use Gates in accordance with the provisions of this Agreement.

(B) If passenger loading bridges are not supplied by the City, Airline shall have the right to install and use its own passenger loading bridges and appurtenant equipment at its Preferential Use Gates.

Section 405. Accommodation in Gates Serviced by City's Authorized Agent

If Airline elects the option provided in Subsection 401(B), and upon Airline's request, the City may grant to Airline the right to use, in common with other airlines, one or more Gates designated by the City for use by City's Authorized Agent subject to Airline's payment of applicable fees.

Section 406. Accommodation in Preferential Use Gates

The City may grant Requesting Airline(s) the right of use in common of all or a designated portion of Airline's Preferential Use Gates and rights of ingress and egress subject to and in accordance with the terms and conditions of this Agreement.

(A) The right to use Airline's Preferential Use Gates (and associated Aircraft Parking Positions, appurtenant equipment, and ancillary support space which are reasonably necessary for the effective use of such Gates), shall be scheduled so as not to interfere with Airline's scheduled deplaning, enplaning, and servicing activities. In accommodating Requesting Airline(s) in Airline's Preferential Use Gates, the City shall provide for departure not later than one hour before Airline's next scheduled arrival and for arrival not earlier than one hour after Airline's scheduled departure. Airline shall have priority over other users with respect to overnight parking on Airline's assigned Aircraft Parking Position, provided that Airline may be required to remove a parked aircraft from its Assigned Parking Position during regular hours of operations to accommodate use by others in accordance with the provisions of this Article.

(B) Airline shall be entitled to collect from the Requesting Airline the Nonpreferential Gate Use Fee, and may also impose reasonable charges for the Requesting Airline's use of its proprietary systems and equipment.

(C) When granted use of space under the provisions of this Section, the Requesting Airline(s) shall have the right in all cases to ground-handle their own operations or to be handled by the operator of their choice.

(D) City shall require that the Requesting Airline enter into an agreement to pay Airline the fees and charges specified in this Section, and to indemnify the City and Airline in connection with Requesting Airline's use of Airline's Preferential Use Gates and associated Aircraft Parking Positions, and shall require the Requesting Airline to provide a payment guarantee and proof of insurance. The terms of the indemnification and the required insurance shall be those set out in Article XI; provided, however, that Airline may request to be named as an additional insured.

(E) Requesting Airline has the right to make improvements and alterations necessitated by any required long-term accommodation, the scope of which shall be subject to approval by Airline and the City. Approval shall not be unreasonably withheld.

(F) Upon the termination of such use in common with Airline, Requesting Airline shall be responsible for returning all Gate and other facilities used by the Requesting Airline to the condition received, normal wear and tear excepted, unless Airline and the City release Requesting Airline from this requirement.

Section 407. [Intentionally Left Blank]

Section 408. Consolidation of Operation

If the City needs additional Terminal Building facilities, the City may, in its sole discretion and upon 30-day Notice to Airline, recapture a portion of the Premises and require Airline to consolidate its operations into its remaining Premises at Airline's sole cost and expense.

Section 409. Relocation of Premises

In order to optimize use of Airport facilities, the City reserves the right to reassign any or all of Airline's Premises. Airline's relocation of any of its Premises resulting from such reassignment shall be at Airline's sole expense.

ARTICLE V FEES AND CHARGES FOR THE USE OF THE AIRPORT

Section 501. General

Fees and Charges payable by Airline to the City for the use of the Airport shall be based upon Airline's designation at the Airport as follows:

(A) If Airline is designated as an Affiliate of a Signatory Airline, during the period and to the extent of such designation Airline shall pay Fees and Charges to the City as established and calculated in the Airport Use and Lease Agreement for such Signatory Airline.

(B) During any period that Airline is not designated as an Affiliate of a Signatory Airline, Airline shall pay to the City Fees and Charges established in the Airport Use and Lease Agreement for Nonsignatory Airlines.

Section 502. Terminal Building Fees

(A) Airline shall pay the City for the use of any Exclusive Use Space, Preferential Baggage Make-Up Area, and Preferential Use Gates assigned to it a monthly fee equal to one twelfth (1/12) of the applicable rate established in accordance with Section 501 multiplied by the amount of space assigned to Airline as set forth in Section 402.

(B) Airline shall pay the City for the use of any Common Use Space and Joint Use Space assigned to it a monthly fee based on one twelfth (1/12) of the applicable rate set forth in accordance with Section 501 and calculated in accordance with the applicable Common Use Formula and Joint Use Formula.

(C) Airline shall pay the City for the use of the Outbound Baggage Handling System a monthly charge based on the monthly cost incurred by the City for the maintenance and operation of the Outbound Baggage Handling System in each Terminal Building, allocated in accordance with the Outbound Baggage Handling System Formula.

(D) Notwithstanding the provisions in Section 501 and Subsections 502 (A)-(C), the fee applicable to Apron-Level Unenclosed Space assigned to Airline shall be \$14.00 per square foot per year for the term of this Agreement.

Section 503. Landing Fees

Airline shall pay to the City for the use of the Airfield Operations Area monthly Landing Fees calculated by multiplying Airline's Landed Weight for that month by the applicable landing fee rate set forth in accordance with Section 501.

Section 504. Passenger Loading Bridge Charges

Airline shall pay the City the applicable monthly charge for the use of any City-owned passenger loading bridge that is assigned to Airline as established by the Airport Use and Lease Agreement.

Section 505. Other Fees and Charges

(A) *Remote Parking Fees.* Airline shall pay to the City for the use of apron space that is not part of Airline's assigned Aircraft Parking Position a Remote Parking Fee of \$100.00 for each such use.

(B) *Utilities.* With respect to its Premises and Airline-installed facilities, trade fixtures, equipment and personal property, Airline agrees to pay all water, sewage, electricity, gas and other utility charges that are charged to Airline for the use

thereof, whether such charges are separately assessed or metered to Airline, as appropriate. All such utility payments to the City are made in trust for the benefit of the public utility providing the service. Utility charges for areas that are separately metered shall be paid monthly, or on such other billing schedule as is established by the City, according to actual use by Airline. For those areas not separately metered, including the Premises, charges for utility services (other than illumination which is to be provided by the City and which is included in the Fees and Charges) shall be assessed by the City on a proportionate basis related to the total area or the number of fixtures served, as the City may reasonably determine. The City may install utility meters in Airline's Premises where it is economically and mechanically feasible.

(C) *Fees for the Use of Gates Serviced by City's Authorized Agent.* If Airline operates from Gates serviced by City's Authorized Agent, Airline shall pay to City's Authorized Agent the fee as established by the City from time to time.

(D) *Other.* Airline shall pay all other charges which are assessed by City for the use of other Airport facilities or for services that may be provided by City to Airline from time to time, including employee parking and issuance of security identification badges.

Section 506. Security Deposit

(A) *Amount and Form of Security Deposit.* Upon execution of this Agreement, Airline shall provide the City with an irrevocable letter of credit, contract bond, or other security or instrument acceptable to the City ("Security Deposit") in an amount equal to 3 months of estimated Fees and Charges, estimated PFC remittals, and any other estimated payments due the City pursuant to this Agreement, as determined by the City based on published flight schedule and anticipated space assignments for Airline's operations. The amount of the Security Deposit may be adjusted from time to time by the City to reflect changes in Airline's financial obligations to the City. The Security Deposit shall guarantee the faithful performance by Airline of all of its obligations hereunder and the payment of all Fees and Charges, and of all PFC remittances due to the City. The Security Deposit shall be in such form and amount, and with such company licensed to do business in the State of Missouri as shall be acceptable to the City, within its reasonable discretion. The Security Deposit is not the sole or exclusive remedy of the City and shall not be construed, in and of itself, as adequate assurance of Airline's future performance, or interpreted as a waiver, discharge or impairment of the City's rights under law or equity.

(B) *Term of Security Deposit.* Airline shall maintain a Security Deposit until 18 months following the expiration or termination of this Agreement. If the Security Deposit includes an expiration date that is earlier than the expiration date required in the prior sentence, the Security Deposit shall provide that, upon its expiration, it shall be automatically extended for a succeeding 12-month period unless, by 60-day Notice, the City is informed of its termination or cancellation. If

Airline's Security Deposit is terminated or cancelled, Airline promptly shall provide the City with a new Security Deposit in full compliance with the requirements of this Section 506.

(C) *City's Right to Use Security Deposit; Replenishment.* If Airline commits an Event of Default pursuant to Section 1301, the City shall have the right to use the amounts of such Security Deposit to pay Airline's Fees and Charges, PFC remittances, or any other amounts owed to the City by Airline then due and payable, or to apply the proceeds to any cost or expense or material damages incurred by the City as a result of Airline's default, or Event of Default under Section 1301. If any such Security Deposit, or portion thereof, is used as stated in this Subsection, Airline shall immediately replenish or provide a renewal or replacement Security Deposit up to the full amount set forth in Subsection 506(A) within 10 days of being notified to do so by the City. The City's rights under this Section shall be in addition to all other rights and remedies provided to the City hereunder.

(D) *Waiver of Security Deposit Requirement.* Notwithstanding the provisions of Subsections 506(A)-(C), the City will waive the Security Deposit obligation if it determines that Airline qualifies for relief from such obligation. To qualify for such relief, Airline must:

- (i) be an Affiliate of a Signatory Airline during a period when such Signatory Airline qualifies for a waiver of the Security Deposit requirement in accordance with the terms of the Airport Use and Lease Agreement; and
- (ii) not be under an Event of Default pursuant to, and not have received Notice in accordance with, Section 1301.

Any such waiver of the Security Deposit shall be limited to the extent of the guarantee of Airline by a Signatory Airline in accordance with section 512 of the Airport Use and Lease Agreement. If, after having waived the Security Deposit obligation in accordance with this Subsection, the City determines that any of the requirements for relief are not satisfied, Airline shall immediately provide a Security Deposit in accordance with the provisions of Subsection 506(A).

Section 507. Statistical Report

(A) Airline shall complete and submit to the City no later than the 15th day of each month, on forms similar to those attached hereto as Exhibit C, reports summarizing statistics and information for Airline's prior month of operations at the Airport necessary for the computation of Fees and Charges due to the City, and such other statistical and financial data that the City determines is necessary for the computation and administration of Airline's financial obligations hereunder, including the following data:

- (i) total number of flight departures at each gate assigned to Airline;
- (ii) total number of originating and connecting passengers;

- (iii) total number of domestic enplaned and deplaned passengers;
- (iv) total number of international enplaned and deplaned passengers;
- (v) total number of landings by type of aircraft and Maximum Gross Certificated Landed Weight by type of aircraft;
- (vi) total pounds of air cargo enplaned and deplaned;
- (vii) total pounds of air mail enplaned and deplaned; and
- (viii) total amount of food and beverage purchased to be sold, if any, in accordance with the provisions of Subsection 301(R).

The information submitted by Airline to City pursuant to this Subsection shall be in addition to any other information required elsewhere in this Agreement to be submitted by Airline.

(B) In addition to the activity report required by Subsection 507(A), Airline shall complete and submit to the City no later than 30 days after the end of each calendar month, on a form similar to that attached hereto as Exhibit C, a remote aircraft parking report summarizing the total number of aircraft parkings during the prior month subject to the Remote Parking Fee.

(C) The City shall have the right to rely on said activity reports in determining Fees and Charges due to the City. Airline shall have full responsibility for the accuracy of said reports. Late payment and payment deficiencies due to incomplete or inaccurate activity reports shall be subject to the late payment and late penalty charges as set forth in Subsection 509(E).

(D) The acceptance by the City of any Airline payment shall not preclude the City from verifying the accuracy of Airline's reports or computations, or from recovering any additional payment actually due from Airline. Interest on any additional amount due shall accrue from the date the payment was originally due, at the rate prescribed as calculated in Subsection 509(E).

Section 508. Airline Records and Audit

(A) Airline shall maintain books, records, and accounts, including computerized records, relevant to the determination and payment of any Fees and Charges, PFC remittals, and other payments due to the City in accordance with this Agreement including: records of its aircraft arrivals and departures; gate utilization; originating and connecting, enplaned and deplaned, domestic and international passengers; aircraft landings; enplaned and deplaned air cargo and mail; food and beverage purchased for resale; and sublease and subcontracted services arrangements at the Airport. Each such item of information shall be maintained for a period of at least three years following the expiration or termination of this Agreement, and longer if necessary for pending litigation. Airline may maintain such books, records and

accounts at its corporate offices, but shall make such material available at the Airport upon 15-day Notice.

(B) The City and such persons as may be designated by it, including its auditors and financial consultants, shall have the right, during normal business hours, with 15-day Notice to Airline, to examine, audit, and make copies of such books, records, and accounts, including computerized records. Except as otherwise provided, the cost of such examination or audit shall be borne by the City; provided, however, that the cost of such audit shall be reimbursed to the City by Airline if: (i) the audit reveals an underpayment by Airline of at least 5% for Fees and Charges, PFC remittance, or other payment payable by Airline hereunder for any Fiscal Year, as determined by such audit, or (ii) Airline has failed to maintain accurate and complete books, records, and accounts in accordance with this Section.

(C) If Airline fails to maintain true and complete books, records, and accounts resulting in an underpayment of Fees and Charges by Airline to the City, the City may recalculate the total amount of Fees and Charges, PFC remittances, or other payments due to the City by Airline in accordance with this Agreement. In such case Airline shall remit to the City within 15 days of receipt of a demand or invoice from the City the delinquent amount plus interest, fees and charges as provided for in Subsection 509(E).

Section 509. Payment Provisions

(A) *Terminal Building Fees and Passenger Loading Bridge Charges.* Terminal Building fees for the use of the Premises, including Passenger Loading Bridge Charges shall be due and payable on the first day of each month in advance without invoice from the City.

(B) *Landing Fees.* Landing Fees for the preceding month shall be due and payable, without invoice from the City, on or before the 15th day of each month, and shall be transmitted to the City together with Airline's monthly statistical report as required in Subsection 507(A).

(C) *Other Fees.* All other Fees and Charges required hereunder shall be due and payable within 20 days of the date of the invoice.

(D) *Form of Payment.* Airline shall pay all sums due hereunder in lawful money of the United States of America, without notice or demand, without deduction or setoff, by wire transfer or check made payable to the "Treasurer, City of St. Louis," which check shall be delivered postage or other charges prepaid to:

By U.S. Mail:

Airport Assistant Director of Finance
Lambert-St. Louis International Airport
P.O. Box 10036
Lambert Station
St. Louis, Missouri 63145

By Express Mail:

Airport Assistant Director of Finance
Lambert-St. Louis International Airport
10701 Lambert International Boulevard
St. Louis, Missouri 63145

By Wire Transfer:

Routing Number: 081000210-1001018702
Bank Name: USBank (Checking)
Account Name: Airport Revenue Fund
(include a description of the transfer (e.g. "ABC
Airline Account"))

or as hereafter the City may designate by Notice to Airline.

(E) *Interest Charges and Late Charges on Overdue Payment.* If Airline fails to make payment of any sums due hereunder by the due dates set forth herein, Airline shall pay to the City, in addition to all other remedies available to the City and all other payments to be made by Airline to the City, an interest charge equal to 1.5% for each month of the overdue amount, and costs and attorney's fees reasonably incurred by the City in attempting to obtain payment, if any. Payments received later than 30 calendar days from their respective due date shall be assessed an additional one-time late charge of 5% of the amount due, in addition to applicable interest charges.

Section 510. Year-End Adjustments to Actual and Settlement

(A) As soon as possible following the completion of the annual audit for each Fiscal Year, the City shall recalculate Airline's Fees and Charges and provide Airline with a settlement for such previous Fiscal Year based on the accounting of the total costs actually incurred, revenues and other credits actually realized (reconciled to the audited financial statements of the City), and total Landed Weight during such Fiscal Year.

(i) If the amount of Airline's Fees and Charges paid during such Fiscal Year is more than the amount of Airline's Fees and Charges required (as recalculated pursuant to Subsection 510(A)), such excess amount shall be credited by the City to Airline in equal monthly installments over the remaining months of the then-current Fiscal Year; provided, however, that if Airline is under an Event of Default pursuant to, and has received Notice in accordance with, Section 1301, the City may apply such excess to pay any and all amounts owed to the City by Airline, or to pay any cost or expense or material damages incurred by the City as a result of Airline's default.

(ii) If the amount of Airline's Fees and Charges paid during such Fiscal Year is less than the amount of Airline's Fees and Charges required (as recalculated pursuant to Subsection 510(A)), such deficiency shall be paid by Airline to City in equal monthly installments over the remaining months

of the then-current Fiscal Year; provided, however, that if Airline is under an Event of Default pursuant to, and has received Notice in accordance with, Section 1301, or if this Agreement is terminated, such deficiency and all outstanding Fees and Charges shall be due immediately.

(B) This Section 510 shall survive the termination of this Agreement, and Airline shall discharge its obligations hereunder.

Section 511. Security Interests

(A) All PFCs collected by Airline for the benefit of the City that are in the possession or control of Airline are held in trust by Airline on behalf and for the benefit of the City. Title to such PFCs shall remain in the City. Airline and its agents hold no legal or equitable interest in such PFCs. Should Airline be the subject of a bankruptcy or insolvency proceeding, such PFCs shall not be considered to be property of the Airline or the Airline's estate under 11 U.S.C. §541. To the extent that Airline holds any property interest in such PFCs, and notwithstanding that Airline may have commingled such PFCs with other funds, Airline hereby pledges to the City and grants the City a first priority security interest in, lien on, right of setoff against, and assignment of, the Airline's interest in such PFCs, including any and all proceeds resulting therefrom whether now or hereafter held, and in any and all accounts into which such PFCs are deposited to the extent of the total amount of such PFCs (net of the airline compensation amounts allowable in accordance with 14 C.F.R. §158.53) held in such accounts.

(B) As a guarantee by Airline for the payment of all Fees and Charges, and all PFC remittances due to the City, Airline hereby pledges to the City and grants the City a security interest in all of the improvements to its Premises, and any fixtures located on or used by Airline at the Airport.

ARTICLE VI [INTENTIONALLY LEFT BLANK]

ARTICLE VII CAPITAL IMPROVEMENTS

Section 701. General

As the City may deem necessary to protect the interest of the public, the City may, in its sole discretion, acquire land, plan, design, and construct facilities, or purchase and install equipment to preserve, rehabilitate, protect, enhance, expand, or improve the Airport or any part thereof.

Section 702. [Intentionally Left Blank]

Section 703. [Intentionally Left Blank]

Section 704. [Intentionally Left Blank]

Section 705. [Intentionally Left Blank]

Section 706. [Intentionally Left Blank]

Section 707. [Intentionally Left Blank]

Section 708. [Intentionally Left Blank]

Section 709. Effect of Construction on Premises

(A) The City shall have the right, at such times as may be reasonable for purposes of maintaining or constructing improvements, modifications, or expansions to the Airport, to close, relocate, reconstruct, change, alter, or modify the Premises and/or the means of access to the Premises pursuant to this Agreement or otherwise, either temporarily or permanently; provided, however, that the City shall:

- (i) give reasonable notification of the construction activities to Airline;
- (ii) provide adequate means of ingress and egress for the Premises or, in lieu thereof, alternate premises of comparable size, condition, utility, and location to the Premises, to the extent reasonably possible, with adequate means of ingress and egress; and
- (iii) minimize as reasonably possible any interference with Airline's operations.

(B) If reasonable alternate premises are provided to Airline by the City in accordance with Subsection 709(A)(ii), Airline shall vacate the Premises, or portions thereof, and relocate to the alternate space.

(C) If no alternate premises are provided to Airline by the City in accordance with Subsection 709(A)(ii), and if any part of the Premises is rendered unusable, as determined by the City, as a result of an action taken by the City under this Section, the fees payable hereunder with respect to the Premises shall be abated ratably in the proportion that the unusable area bears to the total Premises of the same category or type of space. Such abatement in fees will continue until such time as the affected Premises are restored adequately for Airline's use.

ARTICLE VIII TENANT IMPROVEMENTS

Section 801. Alterations and Improvements by Airline

Airline may construct and install, at Airline's sole expense, such improvements in its Premises as Airline deems to be necessary for its operations. The plans and specifications, location, and construction schedule for such improvements, including any substantial alteration or addition thereto, along with a signed form known as the Tenant Construction or Alteration Application ("TCA"), must be submitted to and approved by the City prior to the commencement of any and all such construction, alteration, refurbishment, demolition, excavation, renovation, reconstruction, or installation. Airline shall comply with the requirements of all applicable laws, Environmental Permits, Environmental Laws, and building codes and the City's Rules and Regulations governing tenant construction, alterations, and improvements. No reduction or abatement of Fees and Charges shall be allowed for any interference with Airline's operations by such construction. All such alterations and improvements by Airline shall be subject to the following:

(A) No excavation or demolition at, construction, alteration, or modifications of, or refurbishments to, the Premises shall commence until after Airline has received the City's written approval of its TCA including detailed project plans, specifications, drawings, and schedules. Notwithstanding the prior sentence, and without limiting any other requirement imposed by this Agreement, in case of an emergency affecting the health or safety of the public, Airline may take immediate and reasonable action to protect the public without first submitting a TCA; provided, however, that: (i) promptly following such emergency, Airline shall notify the City of the circumstances surrounding the emergency and the actions taken by Airline; and (ii) as immediately thereafter as reasonably possible Airline shall submit a TCA detailing the actions taken and yet to be taken by Airline related to such emergency. Airline also understands and agrees that certain work elements described in its TCA may require separate or additional approval from the City before proceeding with the specific work element. As such, Airline understands and agrees that ongoing coordination with the City at all times is crucial. Airline shall provide the City with at least ten (10) working days written notice prior to commencement of any work at the Premises involving the excavation of soils or demolition so that the City may have a representative present at the work site during such demolition or excavation.

(B) The City shall have the right to refuse approval of such plans and specifications. The City may, at its own cost, inspect any such alterations or improvements.

(C) Upon the expiration or termination of this Agreement, all improvements made to Airline's Premises and permanent additions or alterations thereto shall become the property of the City; provided, however, that any trade fixtures, signs,

equipment, and other movable personal property of Airline shall remain the property of Airline, subject to the terms of Article XIV.

(D) Airline shall promptly pay all lawful claims made against the City and discharge all liens filed or which exist against the Premises, any other portion of the Airport, or Airline's trade fixtures or trade equipment arising out of or in connection with the failure to make payment for work done or materials provided by Airline, its contractors, subcontractors, or materialmen. Airline shall have the right to contest the amount or validity of any such claim or lien without being in default hereunder; provided, however, that while contesting the amount and validity of any such claims or liens Airline shall provide the City, at the City's request, with a performance bond in an amount equal to the amount of the claim or lien. Airline shall give timely Notice to the City of all such claims and liens.

(E) Airline shall use, and shall cause each of its officers, directors, employees, agents, contractors, and suppliers to use, the highest degree of care when entering upon any property owned by the City in connection with the work. Airline shall comply, and shall cause each of its officers, directors, employees, agents, contractors, and suppliers to comply, with any and all instructions and requirements for the use of City-owned property.

(F) In any contract relating to the construction or installation of improvements in the Premises, Airline shall carry or require its contractors and suppliers to:

(i) carry policies of Builders Risk Insurance, Commercial General Liability, and Automobile Liability Insurance in accordance with Section 1101(B)(vi); and

(ii) furnish performance and payment bonds in the full amount of any contract in a form acceptable to the City. Payment bonds shall comply with the coverage requirements and conditions of Section 107.170 of the Missouri Revised Statutes, as amended. 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.

(G) Airline shall use only City-approved contractors or subcontractors for improvements affecting control and/or programming of Airport systems including, but not limited to, security access control, fire alarm and detection, HVAC control, closed circuit televisions (CCTVs), elevators, and baggage handling systems.

(H) Upon the completion of the improvements hereunder, Airline shall submit to the City a copy of its acceptance letter certifying completion, 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 Airline, and a certified set of "as built" drawings.

Section 802. Nondisturbance

Any work by Airline and its contractors shall be conducted in an orderly and proper manner, and shall not otherwise disturb, create a hazard, or interfere with other projects on, or the operations of, the Airport. Airline shall promptly comply, and shall cause its contractors to comply, with any reasonable request from the City to correct its conduct or that of its contractors. If Airline or its contractors fails to comply with the provisions of this Section, the City shall have the right to stop any or all work being performed, until such compliance is achieved, without terminating this Agreement.

ARTICLE IX OPERATION AND MAINTENANCE OF AIRPORT

Section 901. Division of Responsibility

A schedule identifying the division of responsibility for operations and maintenance between the City and Airline is attached hereto as Exhibit G and made a part hereof. If changes are made consistent with applicable provisions of this Agreement to the division of responsibility for operations and maintenance set forth in this Article IX and Exhibit G, such changes or modifications may be made without the necessity of an amendment to this Agreement, provided such changes or modifications are agreed to by Airline and the Airport Director, with the approval of the Airport Commission on behalf of the City.

Section 902. Maintenance by the City

(A) The City shall operate, maintain, keep in good repair, and clean all of the public areas and facilities of the Airport, including the Common Use Space and the Joint Use Space; the structures associated with the Terminal Buildings; loading bridges acquired on or before July 1, 2011; and common use systems, including the Outbound Baggage Handling System, owned and operated by the City.

(B) The City shall be responsible for maintaining the Airport utility systems as follows:

(i) *Electrical.* The City shall maintain the electrical system mains up to the distribution points. In addition, the City shall maintain the electrical circuits beyond the distribution points to the extent that such electrical circuits are an integral part of the public, common, or joint use systems owned and operated by the City.

(ii) *Plumbing.* The City shall maintain the plumbing system mains, supplies, and sewers up to the dedicated plumbing lines of Airline.

(iii) *HVAC.* The City shall maintain the Heating, Ventilating and Air Conditioning ("HVAC") system mains, and be responsible for the supply of steam and chilled water, up to the dedicated lines of Airline. The City shall maintain the HVAC systems and units serving the publicly accessible

areas of the Terminal Buildings, including the Preferential Use Gates, Common Use Space, the Joint Use Space.

(iv) *Fire Suppression Lines.* The City shall maintain the fire suppression lines up to the dedicated fire suppression lines of the Airline.

(C) Airline shall be charged for the cost, plus actual administrative costs, of any repair, maintenance, or cleaning performed by the City that is caused by the negligence or willful misconduct of Airline, its employees, agents, contractors, or suppliers. Such charge shall constitute part of Airline's Fees and Charges payable on the month following the date of invoicing by the City for such work.

Section 903. Maintenance by Airline

(A) *Cleaning.* Airline shall, at its sole cost and expense, perform or cause to be performed services which will at all times keep its assigned Exclusive Use Space, Preferential Baggage Make-Up Area, Preferential Use Gates, Aircraft Parking Positions, and Apron-Level Unenclosed Space clean, neat, orderly, sanitary and presentable.

(B) *Removal of Trash.* Airline, at its sole cost and expense, shall remove from its assigned Exclusive Use Space, Preferential Baggage Make-Up Area, Preferential Use Gates, and Apron-Level Unenclosed Space all waste, trash and refuse, and from its assigned Aircraft Parking Positions, any foreign object debris capable of causing damage to aircraft, and shall dispose of it in a manner approved by the City. Hazardous Materials or other special wastes shall be managed by Airline in full conformance with applicable Environmental Laws and Environmental Permits.

(C) *Maintenance and Repairs.* Airline shall repair and maintain in good condition (casualty damage and reasonable wear and tear excepted) the Premises, and all alterations or improvements thereto, except for those items for which the City is responsible pursuant to Section 902. Maintenance and repairs shall be in quality and class equal to or better than the original work to preserve the Premises in good order and condition, based on a standard of care reflecting prudent property management. Airline shall repair all damage to the Premises caused by Airline or its employees, agents, contractors, suppliers, passengers, or invitees.

(D) *Utilities.* Airline shall be responsible for maintaining the utility systems as follows:

(i) *Electrical.* Airline shall maintain the electrical circuits beyond the distribution points to the extent that such electrical circuits serve Airline's assigned Exclusive Use Space, Preferential Baggage Make-Up Area, and/or Airline's equipment located within its assigned Preferential Use Gates.

(ii) Plumbing. Airline shall maintain the dedicated plumbing lines, including sewer lines, serving Airline's assigned Exclusive Use Space and Preferential Baggage Make-Up Area.

(iii) HVAC. Airline shall maintain the dedicated HVAC systems and units within Airline's assigned Exclusive Use Space and Preferential Baggage Make-Up Area serving such space.

(iv) Fire Suppression Lines. Airline shall maintain the dedicated fire suppression lines servicing Airline's assigned Exclusive Use Space. Airline shall notify the City at least 24 hour before performing such repairs (see Section 801(G) above). Notwithstanding the prior sentence, in case of emergency affecting the health or safety of the public, Airline may effect necessary repairs to protect the public without first providing 24-hour notice to the City; provided, however, that such notification shall be given as promptly as possible under the circumstances.

(E) *Passenger Loading Bridge Maintenance.* On or about July 1 of each year, Airline shall submit to the City for City's approval, which approval shall not be unreasonably withheld, conditioned, or denied, a 12-month maintenance schedule for each City-owned passenger loading bridge acquired prior to July 1, 2011 associated with each of the Preferential Use Gates assigned to Airline. Airline shall report to the City at the close of each Fiscal Year any repair and maintenance completed on each such passenger loading bridge, and the cost expended for all repairs and maintenance. Airline shall pay all costs of operating, repairing and maintaining such passenger loading bridges.

Section 904. City Right to Enter, Inspect, and Require Corrective Action

(A) The City shall have the right at reasonable times to enter upon any of the Premises for any of the purposes listed below:

(i) to inspect the Premises for any purpose necessary for or incidental to or connected with the City's obligations hereunder, or in the exercise of the City's capacity as Airport owner;

(ii) to identify those items of maintenance, cleaning, or repair required of the Airline or the City, pursuant to this Article;

(iii) to perform such maintenance, cleaning, or repair as the City reasonably deems necessary, and which is the responsibility of the City hereunder;

(iv) for fire protection, safety, or security purposes;

(v) to make structural additions and alterations to the Airport;

(vi) as provided in Section 905;

(vii) to perform environmental remediation as provided in Section 1002(E) or as otherwise required by applicable Environmental Laws or Environmental Permits, and

(viii) upon the expiration or termination of this Agreement.

(B) The City shall provide reasonable notification and such right of entry shall not unreasonably interfere with Airline's use or occupancy of its Premises, except if the situation endangers the health or safety of persons or the safety of operations at the Airport. The right of inspection reserved to the City shall impose no obligation on the City to make inspections to ascertain the condition of the Premises and shall impart no liability upon the City for failure to make such inspections. The failure of the City to inspect or monitor or notify Airline of a default or of a hazardous or unsafe condition with respect to Airline's operations hereunder shall not release Airline from its liability to perform its obligations hereunder or impose any liability on the City, and in any other event where the City determines that it is necessary or desirable to do so to preserve the Airport or any portion thereof or to correct any conditions likely to cause injury or damage.

(C) Airline shall perform all corrective work required of it that is identified in such inspection(s) within 30 days of receipt of a notification from the City. If correction cannot reasonably be completed within such 30 day period, including corrective work undertaken by Airline that is being diligently pursued, this period may be extended at the sole but reasonable discretion of the City. Matters affecting public health, safety, and welfare, including trash and debris problems, shall be corrected promptly after the City notifies the Airline's station manager or his designee either orally or in writing via hand-delivery.

Section 905. Failure to Maintain by Airline

If City reasonably determines that Airline has failed to properly clean, remove trash and refuse, maintain, or repair the Premises as required in Section 903, the City shall provide to Airline a list of deficiencies, reflecting the amount of time to be reasonably allowed for Airline to correct same. If Airline fails to correct such deficiencies within the time allowed and has not registered an objection as to its obligation to do so, the City, following 5 days further notification by the City to Airline, may enter upon the Premises and correct the listed deficiencies. The City shall add the cost of such work, plus actual administrative costs, to the Fees and Charges due hereunder on the first day of the month following the date of such work, and such cost shall be and constitute a part of the Fees and Charges. Subsequent to receipt of the further notification of intent to perform repairs, maintenance, or cleaning from the City, Airline shall not undertake performance of such repairs, maintenance, or cleaning without specific prior authorization from the City.

Section 906. City Obligations

Except as specifically provided for herein, the City shall not be under any duty or obligation to Airline to repair, maintain, or clean the Premises or any portion thereof, or

any facilities or equipment constructed thereon. The City shall not be responsible or liable to Airline for any claims for compensation for any losses, damages, or injury, including lost profits, sustained by Airline resulting from failure of the Airport structures or utility systems, or caused by the natural physical conditions on the Airport, whether on the surface or underground, including stability, moving, shifting, settlement of ground, or displacement of materials by fire, water, windstorm, tornado, act of God, state of war, terrorism, civilian commotion or riot, or any other cause or peril beyond the control of the City, except to the extent covered by the City's insurance or as may be caused by the City's negligence, willful misconduct, or bad faith.

ARTICLE X COMPLIANCE WITH LAWS

Section 1001. Observance and Compliance with Laws

(A) Airline, its officers, directors, employees, agents, and its contractors and suppliers while such contractors and suppliers are providing services to Airline, shall comply with:

- (i) all applicable federal, state and local laws and ordinances, including directives of the FAA applicable to the Airline's operation at the Airport;
- (ii) the Rules and Regulations governing the Airport; and
- (iii) the provisions of the Airport certification manual, as it may be amended from time to time.

Airline shall make reasonable efforts to cause its passengers, guests and invitees to comply as well.

(B) Upon Airline's request, the City shall promptly provide to Airline a copy of the Rules and Regulations and the Airport certification manual. The City shall also provide copies of amendments or additions to the Rules and Regulations to Airline's station manager or his designee in the regular course of business. The City shall provide Airline with reasonable notification of any amendment or additions to the Rules and Regulations.

(C) Notwithstanding anything to the contrary, references herein to a statute or law shall be deemed to be a reference to: (i) such statute or law as it may be amended from time to time, and (ii) all ordinances, regulations, rules, executive orders, policies and instructions pertaining, and lawfully promulgated pursuant, to such statute or law as they now exist or may be amended from time to time.

Section 1002. Compliance with Environmental Laws

Airline agrees that in conducting any activities or business at the Airport, including any activities directly related or incidental to its Air Transportation Business, Airline shall comply with any and all applicable Environmental Laws including any plans, monitoring,

recordkeeping or programs prepared in conformance with applicable Environmental Laws. Airline further agrees as follows:

(A) *Environmental Permits.*

(i) Airline shall obtain and maintain any and all Environmental Permits required by applicable Environmental Laws to conduct the activities in which Airline engages at the Airport.

(ii) Airline shall comply with any requirement imposed by an Environmental Permit obtained by the City that is or are applicable to Airline or Airline's activities at the Airport, including any plans, monitoring, recordkeeping or programs prepared in conformance with such Environmental Permits or Environmental Laws; provided, however that the City shall adequately give Notice to Airline of such applicable Environmental Permit, Environmental Law and associated requirements, including all applicable deadlines for compliance.

(iii) The City and Airline shall cooperate to ensure compliance with the terms and conditions of any applicable Environmental Permit, Environmental Law and any associated requirements to insure 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 Airline, its employees, agents, contractors, suppliers, passengers, 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 applicable Environmental Laws or Environmental Permits to be reported by Airline, whether as a result of negligent conduct or otherwise, at, on, under or about the Airport, or any portion thereof, or in the event any written claim, demand, complaint or action is made or taken against Airline that pertains to Airline's failure or alleged failure to comply with any applicable Environmental Laws or Environmental Permits at the Airport or which pertains to the release of Hazardous Materials by Airline at the Airport, Airline 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 Airline is required, by any applicable Environmental Laws, Environmental Permits, or governmental agency, to file any written notice or report of a release or threatened release of Hazardous Materials at, on, under or about the Airport, or any part thereof, Airline shall simultaneously provide a copy of such notice or report to the City.

(C) *Environmental Remediation.* Airline shall undertake with all due diligence all necessary steps to remedy and remove at its cost any Hazardous Material, or environmental condition or damage to the extent caused by, or resulting from, the activities, conduct or presence of Airline or its agents, employees, contractors, or

suppliers at the Airport, whether resulting from negligent conduct or otherwise (“Remediation Work”). Such Remediation Work shall be consistent with remediation standards established by or derived from the appropriate government agency responsible for enforcing Environmental Laws or Environmental Permits. Except in the event of an emergency, such Remediation Work shall be performed after Airline submits to the City a written plan for completing such Remediation Work and receives the prior approval of the City through Notice; provided, however, that the City’s approval shall not be unreasonably withheld or delayed. 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 or the land title. Specific cleanup levels for any Remediation Work by Airline shall be designed to meet and satisfy the requirements of all applicable Environmental Laws and Environmental Permits and be consistent with the commercial use of the Airport, as determined by the governmental agency responsible for enforcing Environmental Laws or Environmental Permits or for establishing cleanup levels. Neither an ongoing remediation, including any testing or monitoring, nor the use of institutional controls, shall either unreasonably or materially impair or interfere with the City’s use and enjoyment of its property or the Airport, or that of current and future Airport users or tenants. Upon reasonable notice, the City shall have the right to conduct a reasonable review and inspect all such Remediation Work at any time using consultants and representatives of its choice at City’s sole expense. Such inspection shall not unreasonably interfere with Airline’s operations.

(D) *Access for Environmental Inspection.* Upon reasonable notification to Airline, the City shall have reasonable access to the Premises to inspect the same in order to confirm that Airline is using the Premises in accordance with the requirements of this Section 1002. Airline shall cooperate fully with any such inspections provided that such inspections shall not unreasonably interfere with Airline’s operations. If the City’s inspection results in any type of written report, the City shall provide Airline a reasonable opportunity to timely review and comment on a draft of the report. Airline shall provide to City for its review and comment copies of: any and all notices to Airline 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, Airline 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 this Subsection to the extent consistent with the City’s legal obligations.

(E) *Corrective Action by City.* If Airline fails to comply with any applicable Environmental Laws or Environmental Permits governing its activities at the Airport, or if Airline fails to conduct necessary Remediation Work in a timely

manner as required under this Section, the City, as required by applicable Environmental Laws and Environmental Permits, in addition to the rights and remedies described elsewhere herein and any other rights and remedies otherwise available to the City, may enter the Premises and take all reasonable and necessary actions to conduct Remediation Work to remove Hazardous Materials or other contaminants for which Airline is responsible under this Agreement and remedy Airline's non-compliance with such applicable Environmental Laws and Environmental Permits. All Remediation Costs incurred by the City shall be paid or reimbursed by Airline. The City shall add the cost of the Remediation Work plus actual administrative costs, to the Fees and Charges due hereunder on the first day of the month following the date of such work, and such cost shall be and constitute a part of the Fees and Charges. Subsequent to receipt of the City's Notice to perform the Remediation Work, the Airline shall not undertake performance of such Remediation Work without the specific prior authorization from the City. Remediation Work, if necessary, and any other actions taken by the City pursuant to this Section, shall be performed in accordance with the provisions of Subsection 1002(C), but only after first having provided Notice to Airline of such failure to comply, and 30 days within which Airline may demonstrate why no such alleged failure is present, or to timely remedy such alleged failure that may be present. If Airline's compliance reasonably requires more than 30 days to complete, the City may enter the Premises and take such reasonable and necessary measures to achieve compliance only upon Airline's failing to timely begin curing such noncompliance within such 30 day period and to continue diligently working to achieve compliance thereafter.

(F) *Review of Environmental Documents.* At the reasonable request of the City, and at City's expense, Airline shall make available for inspection and copying, at reasonable times, any and all non-privileged documents and materials Airline has prepared pursuant to any applicable Environmental Laws or Environmental Permits, or submitted to any governmental agency, which documents and materials relate to Environmental Laws or Environmental Permits and which pertain 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, Hazardous Materials releases or threatened releases, or any actual or alleged violation of any applicable Environmental Laws or Environmental Permits are deemed to be cumulative in nature. The City's right to indemnification as provided under this Section shall survive the expiration or termination of this Agreement.

(H) *Pollution Control.* In addition to all other requirements of this Agreement, Airline, at its cost, shall manage all its operations at the Airport in compliance with all applicable Environmental Laws, Environmental Permits, and with applicable best management practices outlined and delineated in the Airport's Storm Water Pollution Prevention Plan and Storm Water Management Plan, which shall be provided to Airline at Airline's request.

(I) *Environmental Covenants.* So long as they do not adversely impact Airline's day-to-day operations at the Airport, Airline 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 underlying the Premises or the Airport.

Section 1003. Passengers with Disabilities

Airline shall be responsible for providing boarding assistance to individuals with disabilities as required by 14 C.F.R. Part 382 and 49 C.F.R. Part 27; provided, however, that Airline may use the mechanical lift devices owned and made available by the City in accordance with the provisions of a separate passenger mobile lift device permit that may be granted to Airline by the City.

Section 1004. Nondiscrimination

(A) Airline for itself, its personal representatives, successors in interest, and assigns, agrees that no person on the grounds of race, creed, color, national origin, sex, age, or disability shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in (i) the use of the Airport; or (ii) the construction of any improvements on, over, or under the Airport, and the furnishing of services thereon.

(B) Airline shall comply with all applicable nondiscriminatory requirements that may be imposed pursuant to the Federal Aviation Act of 1958, as amended; the Civil Rights Act of 1964, as amended; 49 C.F.R. Parts 21, 23, and 26, as said regulations may be amended; and state and local laws.

Section 1005. Prevailing Wage

Airline shall 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 in accordance with the provisions of the Revised Code of The City of St. Louis, Chapter 6.20.

ARTICLE XI INSURANCE, DAMAGE, AND INDEMNIFICATION

Section 1101. Insurance

(A) *General.* Airline at all times during the term hereof, shall cause St. Charles County, Missouri, St. Clair County, Illinois, St. Louis County, Missouri, the City, their officers, agents and employees and Airline to be insured on an occurrence basis against the risk of claims and demands by third persons for bodily injury (including wrongful death) and property damage arising or alleged to arise out of

the acts or omissions of Airline, its officers, agents, and employees pursuant to this Agreement both on the Premises and the Airport.

(B) *Risks and Minimum Limits of Coverage.* Airline shall procure and maintain the following policies of insurance:

(i) Comprehensive Airline Liability (including aircraft liability, premises liability, products/completed operations liability, hangarkeeper liability, passenger liability, mail and cargo liability) with war risk allied perils (together, "Airline Liability Insurance") in an amount not less than \$300 million per occurrence and in aggregate, where applicable; provided, however, that War Risk Allied Perils coverage may be provided by the FAA War Risk Insurance Program, or other program generally available in the marketplace. If Airline is providing services at the Airport solely pursuant to the federal Essential Air Service program using aircraft capable of carrying 10 passengers or fewer, Airline may satisfy this requirements with Airline Liability Insurance in an amount no less than \$50 million per occurrence and in aggregate.

(ii) Automobile Liability Insurance in an amount not less than \$10 million primary (no excess), combined single limit per occurrence for automobiles used by Airline in the course of its performance hereunder, including Airline's non-owned and hired autos.

(iii) Workers' Compensation and Employer's Liability Insurance in accordance with Missouri laws and regulations. With respect to Workers' Compensation Insurance, if Airline elects to be self-insured, Airline shall comply with the applicable requirements of law. Airline shall require that all its subcontractors or licensees similarly provide such coverage (or qualify as a self-insured) for their respective employees. City, its officers, employees, or agents shall not be liable or responsible for any claims or actions occasioned by Airline's failure to comply with the provisions of this paragraph. The indemnification provisions hereof shall apply to this Section. It is expressly agreed that the employees of Airline are not employees of the City for any purpose, and that employees of the City are not employees of Airline.

(iv) Contents Insurance. Airline shall be solely responsible for obtaining insurance policies that provide coverage for losses of Airline owned property. The City shall not be required to provide such insurance coverage or be responsible for payment of Airline's cost for such insurance.

(v) Builders Risk Insurance. During any period of construction, alteration, refurbishment, demolition, excavation, installation, renovation, or reconstruction for which Airline contracts, Airline shall carry, or shall require its contractor or contractors to carry, a policy of Builders Risk Insurance in an amount sufficient to insure the value of the work. The City

shall be named Loss Payee on Builders Risk coverage to the extent of the City's interest therein (except to the extent coverage relates to Airline's equipment and personal property). Airline may elect to self-insure for individual projects with a total cost of \$50,000 or less. In addition, Airline or its contractor(s) shall carry not less than \$3 million of commercial general liability (combined single limit liability) and not less than \$3 million per accident combined single limit of automobile liability insurance coverage (including owned, non-owned and hired vehicles) during the period of construction, alteration, refurbishment, demolition, excavation, installation, renovation, or reconstruction.

(vi) Other Property Coverage. Airline shall provide an "All Risk" insurance policy providing protection from direct loss arising out of any fortuitous cause other than those perils or causes specifically excluded by norm and which covers Airline's improvements to the Premises, trade fixtures, and equipment. The City shall be named Loss Payee on such coverage to the extent of the City's interest therein (except to the extent coverage relates to Airline's equipment and personal property).

(C) *Issuers of Policies.* The issuer of each policy required herein shall be a financially sound insurance company authorized to do business in the State of Missouri. Acceptable insurers include insurance companies with an "A.M. Best Company" rating of at least an "A-," or other insurers or insurance syndicates of similar recognized responsibility.

(i) Form of Policies. The insurance may be in one or more policies of insurance.

(ii) Non-waiver. Nothing the City does or fails to do shall relieve Airline from its duties to provide the required coverage hereunder, and the City's actions or inactions shall not be construed as waiving the City's rights hereunder.

(iii) Insured Parties. Each policy, except those for Workers' Compensation and Employer's Liability shall name the City, its officers, agents, and employees as "additional insured" on the certificate of insurance, including all renewal certificates, to the extent of Airline's indemnification obligations hereunder. Upon City's request, Airline shall provide City with an endorsement (unless policy allows for blanket endorsement, of which Airline shall provide reasonable proof) and a certificate consistent with the requirements of this Subsection. Inclusion as an "additional insured" is not intended to, and shall not, make the City a partner or joint venturer with Airline in its operations.

(iv) Deductibles. Airline shall assume and bear any claims or losses to the extent of any deductible amounts and waives any claim it may ever have for the same against the City, its officers, agents, or employees; provided,

however, that nothing herein stated shall diminish Airline's rights or increase Airline's obligations in respect to its undertakings or hold harmless defense and indemnification set forth in Section 1104 hereof.

(v) Cancellation. Each liability policy, except Worker's Compensation and Employer's Liability Insurance, shall expressly state that it may not be cancelled or materially modified unless 30 days, or in the case of War Risk, 7 days, advance Notice is given to the City by the insurance company or authorized representative of Airline.

(vi) Subrogation. Each policy shall contain an endorsement by which the issuer waives any claim or right in the nature of subrogation to recover against the City, its officers, agents, or employees.

(vii) Certification of Primary Insurance. Each policy hereunder except Workers' Compensation shall be primary insurance to any other insurance available to the Additional Insured.

(viii) Liability for Premium. Airline shall be solely responsible for payment of all insurance premiums required pursuant to this Agreement, and the City shall not be obligated to pay any premiums; provided, however, that if Airline fails to obtain the insurance as required herein or make premium payments, the City may, with written notification, effect such insurance or make such payments on Airline's behalf and, after Notice to Airline, the City may recover the cost of those payments with the installment of Fees and Charges next due, plus 15% administrative charge, from Airline.

(ix) Proof of Insurance. Within thirty (30) days of the Commencement Date of this Agreement and at any time during the term hereof, Airline shall furnish the City with certificates of insurance. Airline shall use its best efforts to submit to the City a certificate showing that such insurance coverage has been renewed at least 5 days prior to the expiration of any such policy. If such coverage is canceled or materially modified, Airline shall, within 15 days after the date of such notice from the insurer of such cancellation or material modification, file with the City a certificate showing that the required insurance has been reinstated or provided through another insurance company or companies. Upon reasonable notification by the City to Airline, the City shall have the right to examine Airline's insurance policies at the Airlines' offices at the Airport.

(D) *Maintenance of Coverage*. Notwithstanding the proof of insurance requirements set forth above, it is the intention of the parties hereto that Airline, continuously and without interruption, maintain in force the required insurance coverages set forth above.

(E) *City Right to Review and Adjust Coverage Limits.* The City reserves the right at reasonable intervals throughout the term of this Agreement to cause the insurance requirements of this Article to be reviewed, at its sole cost, by an independent insurance consultant experienced in insurance for public airports, taking into consideration changes in statutory law, court decisions, or the claims history of the airline industry as well as that of Airline, and, based on the written recommendations of such consultant, after providing adequate notice to and in consultation with Airline, to reasonably adjust the insurance coverages and limits required herein but not more often than every 24 months.

Section 1102. Airline Actions Affecting Insurance

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

Section 1103. Damage to Premises

(A) *Minor Damage.* If any part of the Premises, or adjacent facilities directly and substantially affecting the use of the Premises, is partially damaged by fire or other casualty, but said circumstances do not render the Premises unusable as determined by the City, the same shall be repaired to usable condition with due diligence by the City as provided in this Section.

(B) *Substantial Damage.* If any part of the Premises, or adjacent facilities directly and substantially affecting the use of the Premises, is so extensively damaged by fire, or other casualty, as to render any portion of said Premises unusable but capable of being repaired, as determined by the City, the same shall be repaired to usable condition with due diligence by the City as provided in this Section. In such case, the fees payable hereunder with respect to affected Premises shall be paid up to the time of such damage and shall thereafter be abated ratably in the proportion that the unusable area bears to the total Premises of the same category or type of space. Such abatement of fees will continue until the affected Premises are restored adequately for Airline's use. The City shall use its best efforts to provide alternate facilities to continue Airline's operation while repair, reconstruction, or replacement is being completed, but the City shall not be obligated to do so.

(C) *Total Damage.*

(i) If any part of the Premises, or adjacent facilities directly and substantially affecting the use of the Premises, is damaged by fire or other casualty, and is so extensively damaged as to render any portion of said Premises incapable of being repaired, as determined by the City, the City shall notify Airline as soon as practicable under the circumstances after the date of such damage of its decision whether to reconstruct or replace said space. However, the City shall be under no obligation to replace or reconstruct such premises. The fees payable hereunder with respect to affected Premises shall be paid up to the time of such damage and thereafter shall cease until such time as replacement or reconstructed space shall be available for use by Airline.

(ii) If the City elects to reconstruct or replace affected Premises, the City shall use its best efforts to provide alternate facilities to continue Airline's operation while repair, reconstruction, or replacement is being completed, but the City shall not be obligated to do so.

(iii) If the City elects not to reconstruct or replace affected Premises, Airline shall have no further obligation with respect to such affected Premises.

(D) *Scope of Restoration of Premises.*

(i) The City's obligations to repair, reconstruct, or replace affected Premises under the provisions of this Section shall in any event be limited to using due diligence and best efforts to restore affected Premises to substantially the same condition that existed prior to any such damage and shall further be limited by the provisions of Subsections 1103(A)-(C). If the City elects to repair, reconstruct, or replace affected premises as provided in this Section, then Airline shall proceed with due diligence and at its sole cost and expense to repair, reconstruct, or replace its signs, fixtures, furnishings, equipment, and other items provided or installed by Airline in or about the Premises in a manner and in a condition at least equal to that which existed prior to said damage or destruction.

(ii) In lieu of the City's repair, reconstruction, or replacement of the affected premises, as provided in this Section, if Airline requests to perform said function with respect to damage under Subsections 1103(A) and (B), the City may, in its sole discretion, allow Airline to do so. Any such work by Airline must be done in accordance with the requirements of Section 801. The City shall reimburse Airline for the cost of such authorized work performed by Airline as agreed to in writing by Airline and the City. Airline shall be considered to be doing such work on its own behalf and not as an agent or contractor of the City.

(E) *Damage From Airline Negligence.* Notwithstanding the provisions of this Section, if damage to or destruction of the Premises is due to the negligent or willful acts of Airline, its agents, servants, or employees, or those under its control, there shall be no abatement of fees during the restoration or replacement of said Premises. In addition, Airline shall have no option to delete the affected Premises from this Agreement. To the extent that the costs of repairs pursuant to this Section shall exceed the amount of any insurance proceeds payable to the City by reason of such damage or destruction, Airline shall pay the amount of such additional costs to the City. The provisions of this Subsection shall survive the expiration or termination of this Agreement

Section 1104. Indemnification

(A) Airline shall defend, indemnify, and hold harmless St. Charles County, Missouri, St. Clair County, Illinois, St. Louis County, Missouri, the City, their respective officers, agents and employees (the “Indemnified Parties”) from and against any and all loss, liability, penalties, damages of whatever nature, causes of action, suits, claims, demands, judgments, injunctive relief, awards, settlements, costs, and expenses, including payments of claims of liability resulting from any injury or death of any person or damage to or destruction of any property including all reasonable costs for investigation and defense thereof (including but not limited to attorneys’ fees, court costs and expert fees) of any nature, arising out of a breach by Airline of this Agreement, the conduct of Airline's Air Transportation Business, or the use of the Premises or other areas or facilities at the Airport by Airline, its agents, employees, contractors, or subcontractors, including, but not limited to:

- (i) the acts or omissions of Airline, its agents, employees, contractors, or suppliers; and
- (ii) Airline's use or occupancy of the Airport and the Premises.

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

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

payment. If the City receives any tax billings falling within the scope of this paragraph, it will forward promptly and timely said billings to Airline. Airline shall, at its own cost and expense, defend all such claims, demands and suits, whether frivolous or not.

(C) Airline shall defend, indemnify, and hold harmless the Indemnified Parties from and against any claim, suit, demand, action, liability, loss, damage, judgment, or fine, and all costs and expenses of whatever kind or nature associated therewith in any way arising from or based in whole or substantial part upon claim or allegation of a violation of any federal, state, or local laws, statutes, resolutions, regulations, ordinance, or court order affecting the Airport, by Airline, its agents, employees, contractors, or suppliers, in conjunction with Airline's use and/or occupancy of the Premises or its operations at the Airport. Airline will, at its own cost and expense, defend all such claims, demands and suits, whether frivolous or not. Airline shall include the substance of this Subsection (C) in every contract or other agreement which Airline may enter into related to its activities at the Airport, and any such contract or other agreement shall specifically provide that the City is a third-party beneficiary of this and related provisions. This provision does not constitute a waiver of any other condition of this Agreement prohibiting or limiting assignments, subletting or subcontracting.

(D) Airline shall defend, indemnify, and hold harmless the Indemnified Parties from and against any claim, suit, demand, action, liability, loss, damage, judgment, or fine, and all costs and expenses of whatever kind or nature arising from or based in whole or part upon the presence in, or the release into, the environment or the Airport of any Hazardous Materials to the extent caused by, or resulting from, the acts or omissions of Airline or its agents, employees, contractors, invitees, licensees, or suppliers at the Airport whether resulting from negligent conduct or otherwise.

(E) If a prohibited incursion into the air operations area occurs, or if the Airfield Operations Area or sterile area security is breached, by or due to the negligence or willful act or omission of any of Airline's employees, agents, contractors, or suppliers, and such incursion or breach results in a civil penalty action against the City, Airline shall assume the defense of any such action and be responsible for any civil penalty or settlement amount required to be paid by the City as a result of such incursion or breach. The City shall promptly and timely notify Airline of any allegation, investigation, or proposed or actual civil penalty sought for such incursion or breach. Civil penalties and settlement and associated expenses reimbursable under this paragraph include but are not limited to those paid or incurred as a result of violation of FAA or TSA regulations or security directives.

(F) Airline's obligation to defend and indemnify past officers, employees, and agents of the City shall apply to such persons only for claims, suits, demands, actions, liability, loss, damages, judgments, or fines arising from events, occurrences, and circumstances during which said officers, employees, and agents held their office or position with the City.

(G) The City shall promptly notify Airline of each claim, action, proceeding, or suit in respect of which indemnity may be sought by the City against Airline hereunder, setting forth the particulars of such claim, action, proceeding or suit; shall furnish Airline with a copy of all judicial filings and legal process and any correspondence received by the City related thereto; and shall tender the defense of same to Airline.

(H) The duty to defend, indemnify, hold harmless, and reimburse shall apply to any claim, demands, or suits made against the City for which Airline is responsible pursuant to this Section. Provided, however, that upon the filing by anyone of a claim with the City for damages arising out of incidents for which Airline herein agrees to indemnify and hold the City harmless, the City shall promptly notify Airline of such claim and, if Airline does not settle or compromise such claim, then Airline shall undertake the legal defense of such claim both on behalf of Airline and on behalf of the City, at Airline's expense; provided, however, that Airline shall promptly and timely notify City if a conflict between the interests of Airline and City arises during the course of such representation. Airline shall use counsel reasonably acceptable to the City Counselor of the City or his or her designee, after consultation with the Airport Director, in carrying out its obligations hereunder. The provisions of this Section shall survive the expiration or termination of this Agreement. It is specifically agreed, however, that the City, at its option and at its own expense, may participate in the legal defense of any claim defended by Airline in accordance with this Section. Any final judgment rendered against the City for any cause for which Airline is liable hereunder shall be conclusive against Airline as to amount upon the expiration of the time for appeal therefrom. Nothing in this Article shall be deemed a change or modification in any manner whatsoever of the method or conditions of preserving, asserting, or enforcing any claim of legal liability against the City. This Section shall not be construed as a waiver of the City's sovereign or other immunity.

(I) The City, at its own expense except as otherwise provided herein, shall be invited to attend and participate in all meetings (including those related to settlement) and to appear and participate in all judicial proceedings and to the extent of its interests, approve, in writing, the terms of any settlement related to any claim, action, proceeding or suit set forth in this Section.

(J) Notwithstanding the provisions of this Section, Airline shall have no obligation to defend, indemnify, or hold harmless the City for any consequential damages, lost profits or other special damages, or for any amounts to be paid in connection with losses, liabilities, penalties, damages of whatever nature, causes of action, suits, claims, demands, injunctive relief, judgments, awards and settlements because, and to the extent, of the negligence or willful misconduct of the Indemnified Parties, but only if the Indemnified Parties are conclusively determined to be more than 10% liable due to contributory negligence.

(K) This Section shall survive the expiration or termination of this Agreement. Airline understands and agrees that any insurance protection furnished by Airline

pursuant to Section 1101 shall in no way limit Airline's responsibility to indemnify and hold harmless the City under the provisions of this Agreement.

Section 1105. City Not Liable

Unless otherwise expressly provided for in this Agreement, the City shall not in any event be liable to Airline for:

(A) any acts or omissions of Airline, its officers, directors, employees, agents, contractors, or suppliers, or for any conditions resulting from the operations or activities of Airline's directors, officers, employees, agents, contractors, or suppliers;

(B) Airline's failure to perform any of the obligations hereunder or for any delay in the performance thereof;

(C) any environmental condition in existence at the Airport, or any part thereof, which condition may interfere with Airline's business or other operations or activities, or which might otherwise cause damages to Airline through loss of business, destruction of property, or injury to Airline, its officers, directors, employees, agents, contractors, suppliers, passengers, invitees, or licensees except to the extent such conditions are caused by the City, its employees or agents; or

(D) bodily injury or any loss or damage to real or personal property or business income occasioned by flood, fire, smoke, earthquake, lightning, windstorm, hail, explosion, riot, strike, civil commotion, vandalism, malicious mischief, or acts of war or terrorism, or for any injury, loss or damage not caused by the negligence, willful misconduct, or bad faith of the City.

ARTICLE XII ASSIGNMENT AND SUBLETTING

Section 1201. [Intentionally Left Blank]

Section 1202. Assignments

Airline shall not assign, transfer, convey, sell, mortgage, pledge, or encumber (hereinafter collectively referred to as "Assignment") this Agreement.

Section 1203. [Intentionally Left Blank]

Section 1204. Subleases

Airline shall not sublease its Premises.

ARTICLE XIII DEFAULT

Section 1301. Events of Default

Each of the following constitutes an “Event of Default” under this Agreement:

(A) Airline fails to punctually pay when due any Fees and Charges, or any other sum required to be paid hereunder, or fails to remit any PFC when due, or fails to comply with its PFC reporting requirements to the City, and such failure continues for a period of 15 days after Notice of non-payment or non-remittance has been given to Airline by the City.

(B) Airline fails to keep, perform and observe any promise, covenant or other provision of this Agreement for a period of 30 days after Notice specifying such failure by the City; provided, however, that any such failure which can be cured, but which cannot with due diligence be cured within such 30 day period, shall not give rise to an Event of Default if corrective action is instituted by Airline within such 30 day period and diligently pursued until the failure is corrected.

(C) Any representation or warranty of a material fact made by Airline herein or in any certificate or statement furnished to the City pursuant to or in connection herewith proves untrue in any material respect as of the date of issuance or making thereof, and such materiality is then continuing.

(D) Airline discontinues its Air Transportation Business at the Airport for a period of 60 consecutive days or, after exhausting or abandoning any further appeals, Airline is prevented for a period of 60 consecutive days by action of any governmental agency other than the City from conducting its Air Transportation Business at the Airport.

(E) Airline fails to meet and maintain any of the Security Deposit requirements in accordance with Section 506 for a period of 10 days after Notice of such failure by the City.

(F) Airline fails to maintain the minimum required insurance coverage as required by Section 1101 for a period of 30 days after Notice specifying such failure by the City, provided that the City shall have the right to immediately suspend Airline's right to operate at the Airport until Airline has obtained the minimum required insurance coverage.

(G) Airline fails to maintain true and accurate books, records, and accounts resulting in an underpayment of Fees and Charges by Airline to the City, and such underpayment continues for a period of 6 months.

(H) Airline becomes insolvent (as such term is defined under Section 101 of the Federal Bankruptcy Code, 11 U.S.C. § 101 et seq. (the “Bankruptcy Code”), or any successor statute thereto); or fails to pay its debts generally as they mature; or takes

the benefit of any present or future federal or state insolvency statute; or makes a general assignment for the benefit of creditors.

(I) Airline files a voluntary petition in bankruptcy or a petition or answer seeking an arrangement of its indebtedness under the Bankruptcy Code or under any other law or statute of the United States or of any state thereof, or under any law or statute of another country; or consents to the appointment of a receiver, trustee, custodian, liquidator, or other similar official, of all or substantially all of its property; or an order for relief is entered by or against Airline under any chapter of the Bankruptcy Code.

(J) Airline is adjudged a debtor or bankrupt and/or an order is made approving a petition filed by any of Airline's creditors or stockholders seeking Airline's liquidation or reorganization under the Bankruptcy Code or under any other law or statute of the United States or any state thereof, and such order or decree is not stayed or vacated within 60 days of its issuance.

(K) A petition under any chapter of the Bankruptcy Code or an action under any federal or state insolvency law or statute, or an action under any insolvency law or statute of another country is filed against Airline and is not dismissed or stayed within 60 days after the filing thereof.

(L) By or pursuant to, or under authority of any legislative act, resolution, or rule, or any order or decree of any court or governmental board, agency or officer, a receiver, trustee, custodian, liquidator, or other similar official takes possession or control of all or substantially all of the property of Airline and such possession or control continues in effect for a period of 60 days.

(M) Airline becomes a business entity in dissolution.

(N) The letting, license, or other interest of or rights of Airline hereunder is transferred to, passed to, or devolved upon, by operation of law or otherwise, any other person, firm, corporation, or other entity, by, in connection with or as a result of any bankruptcy, insolvency, trusteeship, liquidation, or other proceedings or occurrence described in subparagraphs (H) through (M) of this Section.

(O) In accordance with the provisions of 14 C.F.R. Part 158, App. A(B)(7), as it may be amended from time to time, if any of Airline's Premises is financed in whole or in part with PFC revenue, and if Airline has an exclusive lease or use agreement for facilities at the Airport ("Exclusive Facilities"), any portion of such Exclusive Facilities is not fully utilized and is not made available for use by potentially competing airlines.

Section 1302. Termination by the City

(A) Whenever an Event of Default has occurred, the City may at its option, immediately and without further notification of such Event of Default, terminate this Agreement and/or Airline's rights granted hereby, but without discharging any

of Airline's obligations hereunder and, at the City's further option, exclude Airline from its Premises.

(B) The remedies set forth in this Article shall be in addition to all other remedies which are or may be available to the City at law or in equity to enforce the performance and observance of any obligation, agreement or covenant of Airline hereunder, including collection of amounts due.

(C) All rights and remedies given to the City herein and all rights and remedies granted to the City by law shall be cumulative and concurrent. No termination of this Agreement or the taking or recovering of the Premises shall deprive the City of any of the City's remedies or actions against Airline for Fees and Charges or for damages or for the breach of any covenant herein contained, nor shall the bringing of any action for Fees and Charges or breach of covenant, the resort to any other remedy herein provided for the recovery of Fees and Charges, or any delay in exercising such rights, be construed as a waiver of the right to obtain possession of the Premises.

(D) In no event shall this Agreement or any rights or privileges hereunder be an asset of Airline under any bankruptcy, insolvency, or reorganization proceedings.

ARTICLE XIV SURRENDER OF PREMISES

Section 1401. Surrender of Premises

(A) *Surrender of Premises.* On expiration or termination of this Agreement, or on reassignment or reallocation of the Premises as provided herein, Airline shall:

(i) peaceably surrender possession of the Premises and other space made available to Airline hereunder in a clean, sanitary, and good condition, excepting only reasonable wear and tear (taking into account repair and maintenance required to be done by Airline), acts of God, fire, and other casualties, and conditions that can be shown by Airline existed prior to Airline's use of the Premises, and the City shall have the right to take possession of said Premises and other space made available to Airline hereunder; and

(ii) return the Premises to the City in a condition such that Hazardous Materials which were placed, stored, used, generated, treated, released, discharged, disposed, and/or spilled on, under, or about the Premises by Airline, its officers, directors, employees, agents, contractors, or suppliers do not exceed allowable levels established under applicable Environmental Laws and Environmental Permits in accordance with Section 1002(C). If the City is required under applicable Environmental Laws to undertake actions to bring the Premises into compliance with this provision, or any applicable Environmental Laws or Environmental Permits as a result of Airline's failure to timely correct same in accordance with Subsection

1002(C), Airline shall reimburse the City for any Remediation Costs incurred by the City, as provided for in Subsection 1002(E).

The City shall not be required to notify Airline to quit possession at the expiration of the term of this Agreement.

(B) *Removal of Personal Property.* Provided Airline is not in default for non-payment of Fees and Charges, or any other payment due hereunder, or non-remittance of PFCs, Airline shall have the right, on expiration or termination of this Agreement and within 30 days thereafter, to remove or dispose of all trade fixtures and equipment and other personal property installed or placed by Airline, in, on, or about the Airport. Airline shall not be entitled to remove non-trade fixtures without the advance consent of the City. If, following the expiration or termination of this Agreement, the City has immediate need to accommodate a new tenant, the City may remove and store Airline's trade fixtures, equipment and personal property, at Airline's risk.

(C) *Removal Damages.* Airline shall repair any damage caused by the removal of its trade fixtures, equipment, or personal property. Removal shall be at Airline's expense. Notwithstanding the above, consideration shall be given to the intended long-term use of the premises and if the City determines that such premises would not be maintained for a period warranting the repairs indicated above, the City may alter or waive the repair requirement of this Subsection. If the Premises are yielded or delivered to the City in need of repair, reconditioning, or restoration to the condition that existed when Airline first used the Premises pursuant to this Agreement or any preceding agreement (reasonable wear and tear taking into account repair and maintenance required to be done by Airline excepted), after reasonable notification by the City to Airline, the City shall repair or recondition said Premises and the cost thereof, plus actual administrative costs, shall be invoiced to Airline and payable immediately. The City shall determine the condition of the Premises at the expiration or termination of this Agreement.

(D) *Ownership of Fixtures and Personal Property Not Removed.* If, after 30 days following the expiration or termination of this Agreement, Airline fails to remove its fixtures and other personal property from the Premises, such fixtures and personal property may be deemed abandoned. In addition to whatever other rights are available to the City, with prior notification of Airline, the City may: (i) remove, sell, or store Airline property at Airline's expense, or (ii) take title to Airline property in lieu of removal on behalf of Airline. If the City takes title to such property or otherwise disposes of the property, the City shall be entitled to all proceeds of sale of such Airline property as liquidated damages for the breach of this covenant to remove.

ARTICLE XV MISCELLANEOUS PROVISIONS

Section 1501. Relationship of Parties

Nothing herein contained is intended or shall be construed to create or establish a relationship of lessor and lessee between the City and Airline, and nothing herein shall be construed to establish any partnership, joint venture or association or to make Airline the general representative or agent of the City for any purpose whatsoever.

Section 1502. Amendment

Except as otherwise expressly provided herein, this Agreement may not be changed, modified, discharged, or extended except by written amendment duly executed by the parties.

Section 1503. Subordination to Agreements with the United States

(A) This Agreement shall be subordinated to the provisions of any existing or future agreement between the City and the United States Government or governmental authority, relating to the operation or maintenance of the Airport, the execution of which has been or will be required as a condition precedent to the granting of federal funds or the approval to impose or use PFCs for the improvement or development of the Airport. Airline shall not cause the City to violate any assurances made by the City to the United States Government in connection with the granting of such federal funds or the approval of such PFCs.

(B) All provisions of this Agreement shall be subordinate to the rights of the United States of America to operate all of the Airport or any part thereof during time of war or national emergency. Such rights shall supersede any provisions of this Agreement inconsistent with the operation of the Airport by the United States of America.

Section 1504. Subordination to Trust Indenture

(A) This Agreement and all rights granted to Airline hereunder are expressly subordinated and subject to the lien and provisions of the pledges, covenants (including rate covenants), transfers, hypothecation, or assignments made by the City in the Trust Indenture and any Bond ordinance (including related documents authorized or approved by such ordinance) enacted by the City regarding the issuance of Bonds. The City expressly reserves the right to make such pledges and grant such liens and enter into covenants as it may deem necessary or desirable to secure and provide for the payment of Bonds, including the creation of reserves therefor.

(B) Airline understands that the City is and will be the issuer of Bonds. With respect to outstanding Bonds that may be issued in the future, the interest on which is intended to be excludable from gross income of the holders of such Bonds for

federal income tax purposes under federal law, Airline shall not act, or fail to act (and will immediately cease and desist from any action, or failure to act) with respect to the use of the Premises, if the act or failure to act may cause the City to fail to be in compliance with the provisions of federal law with respect to those types of Bonds, as it now exists or may be amended, supplemented, or replaced, or the regulations or rulings issued thereunder, nor will Airline take, or persist in, any action or omission that may cause the interest on the tax-exempt Bonds either (i) not to be excludable from the gross income of the holders thereof for federal income tax purposes; or (ii) to become subject to the alternative minimum tax for federal income tax purposes.

Section 1505. Certificate in Connection with Issuance of Bonds

In connection with any issuance of Bonds by the City, upon not less than 30 days prior request by the City, Airline shall deliver to the City a statement in writing certifying, to the extent true:

- (A) that this Agreement is unmodified and in full force and effect (or if there have been modifications, a description of such modifications and that the Agreement as modified is in full force and effect);
- (B) that to Airline's knowledge the City is not in default under any provision of this Agreement, or, if in default, the nature thereof in detail; and
- (C) such further matters as may be reasonably requested by the City, it being intended that any such statement may be relied upon by the parties involved in such issuance of Bonds.

Section 1506. No Third Party Beneficiaries

This Agreement is for the sole benefit of the parties hereto and their permitted assigns and nothing herein expressed or implied shall give or be construed to give to any person or entity other than the parties hereto and their assigns any legal or equitable rights hereunder.

Section 1507. Counterparts

This Agreement may be executed in one or more counterparts.

Section 1508. Exhibits

All certificates, documents, exhibits, attachments, riders, and addenda referred to herein, including the exhibits referred hereto, are hereby incorporated into this Agreement by reference and made a part hereof as though set forth in full in this Agreement to the extent they are consistent with its conditions and terms.

Section 1509. Survival of Warranties

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

Section 1510. Quiet Enjoyment

Upon payment of all amounts due hereunder and performance of the covenants and agreements on the part of Airline to be performed hereunder, the City shall not act or fail to act, except as otherwise provided by this Agreement, in a manner that will prevent Airline from peaceably having and, in accordance with the terms hereof, enjoying the Premises and all rights, licenses, services, and privileges of the Airport and its appurtenances and facilities granted herein.

Section 1511. No Personal Liability

(A) The City shall not be liable for any acts or omissions of any airline, or any condition resulting from the operations or activities of tenants or their representatives. Except as expressly set forth in this Agreement or as a matter of law, Airline shall not be liable for any acts or omissions of any other airline or the City or any condition resulting from the operations or activities of other tenants of the City or their representatives.

(B) No director, officer, employee, or agent of the City or Airline shall be charged personally or held contractually liable by or to the other party under any term or provision of this Agreement or because of any breach hereof or because of its or their execution of this Agreement. Any administrative complaint brought against the City relating to any aspect of this Agreement shall be brought against the City and not against named individual respondents.

Section 1512. Governing Law and Forum Selection

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

Section 1513. Communications and Notices

(A) Except as otherwise expressly provided in this Agreement, all communications, including notifications, requests, authorizations, approvals, demands, and consents provided for hereunder shall be in writing.

If to the City, to:

Airport Director
Lambert-St. Louis International Airport
10701 Lambert International Boulevard
St. Louis, Missouri 63145

with copy to:

Airport Properties Department
Lambert-St. Louis International Airport
10701 Lambert International Boulevard
St. Louis, Missouri 63145

If to Airline, to:

AIRLINE ADDRESSEE

or to such other person or address as either the City or Airline may hereafter designate by Notice to the other in accordance with Subsection 1513(B).

(B) All Notices required by this Agreement shall be mailed via certified mail return-receipt requested, via overnight mail with receipt, or personally delivered to the City and Airline at the addresses set forth in Subsection 1513(A), with copy to:

If to the City:

Office of the City Counselor
Airport Legal Department
10701 Lambert International Boulevard
St. Louis, Missouri 63145

If to Airline:

AIRLINE ADDRESSEE

or to such other person or address as either the City or Airline may hereafter designate by Notice.

Except as otherwise expressly provided hereunder, any such Notice shall be deemed to have been given or made: (i) if sent by certified mail, 5 days after being deposited in the mails, postage prepaid and properly addressed; (ii) if via overnight mail, the next business day; and (iii) if delivered by personal service, when delivered to the addressee.

Section 1514. Force Majeure

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

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

Section 1515. Invalid Provisions

If any covenant, condition, or 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 covenant, condition, or provision shall 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 shall be stricken. If stricken, all other covenants, conditions and provisions of this Agreement shall remain in full force and effect provided that the striking of such covenants, conditions or provisions does not materially prejudice either the City or Airline in its respective rights and obligations contained in the valid covenants, conditions, or provisions of this Agreement.

Section 1516. No Waiver

No provision of this Agreement shall be deemed to have been waived by either party unless such waiver is in writing, signed by the party making the waiver and addressed to the other party, nor shall any custom or practice that may evolve between the parties in

the administration of the terms 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 terms of this Agreement.

Section 1517. City's Rights and Remedies are Cumulative

All rights and remedies of the City as provided herein and under law are cumulative in nature.

Section 1518. Construction of Agreement

The parties hereto acknowledge that they have thoroughly read this Agreement, including any exhibits or attachments hereto and have sought and received whatever competent advice and counsel was necessary for them to form a full and complete understanding of all rights and obligations herein. The parties further acknowledge that this Agreement shall not be construed against the City by reason of the preparation of this Agreement by the City.

Section 1519. Timing

The parties expressly agree that time is of the essence in this Agreement. Failure by a party to complete performance within the time specified, or within a reasonable time if no time is specified herein, shall relieve the other party, without liability, of any obligation to accept such performance.

Section 1520. Representatives

The City and Airline shall each designate a representative who, except as otherwise provided hereunder, shall be authorized to act for the City and Airline, respectively, with respect to any actions to be taken by either of them under the terms of this Agreement. Except as specifically set forth herein, for the purposes of actions to be taken by it or by the City, the City's representative shall be the Airport Director. Airline's representative shall be designated by notifying the City. Any party hereto may change its designated representative by notifying the other party.

Section 1521. Approvals

(A) Unless otherwise required by state or local law, wherever in this Agreement the approval, authorization, consent, certification, determination, waiver, or any other action of the City is required, it may be performed by the Airport Director, unless otherwise provided herein. In taking such actions, the Airport Director shall act reasonably, and take into consideration the best interest of the traveling public and the operations of the Airport.

(B) In all instances in this Agreement where consent or approval of one party is required for an action by the other party, such consent shall be in writing unless otherwise agreed by the parties.

(C) Whenever in this Agreement any approval is required, such decision shall be promptly rendered and shall not be unreasonably withheld or conditioned. No disapproval shall be valid if such disapproval constitutes an anticompetitive act as described by a federal agency having jurisdiction over such matters.

Section 1522. Successors and Assigns

The terms, conditions, and covenants of this Agreement shall inure to the benefit of, and be binding upon, the parties hereto and upon their permitted successors, assigns and sublessees, if any. This provision shall not constitute a waiver of any prohibition regarding Assignment or subletting contained in this Agreement.

Section 1523. Authority to Execute

The person(s) executing this Agreement on behalf of Airline warrants to the City that Airline is a duly authorized and existing corporation, that Airline is qualified to do business in the State of Missouri, that Airline has full right and authority to enter into this Agreement, and that each and every person signing on behalf of Airline is authorized to do so.

Section 1524. Entire Agreement

This Agreement, including the attached exhibits, embodies the entire agreement between the City and Airline relating to the subject matter hereof, and supersedes all prior agreements and understandings, written or oral, express or implied, between the City and Airline relating thereto.

AIRLINE NAME

By:

Title: Date

ATTESTED:

By:

Title: Date

EXHIBIT “B”

LEASED PREMISES

**EXHIBIT “B” ON LINE ACCESS INSTRUCTIONS
LAMBERT-ST. LOUIS INTERNATIONAL AIRPORT**

Please follow these instructions to review Exhibit “B”, Leased Premises:

1. Go to <https://asa0003.lambert-stl.org>.
2. If you get a window that states “There is a problem with this sites security certificate:”
 - a. Click “Continue to this website (not recommended)”
3. Sign in as follows:
 - a. Group: 1File Transfer
 - b. Username: ftpuser
 - c. Password (case sensitive): STLagreement
4. Click: “Continue”
5. Click on: “SecureFTP” link
6. Sign in again using same credentials in #3 above.
7. Double click on: “StlExhB070116.pdf”
8. Choose “Save”
9. Once the document is saved, click on “Logout” in the upper, right hand corner.

EXHIBIT "C"

STATISTICAL REPORT FORMS

LAMBERT-ST. LOUIS INTERNATIONAL AIRPORT®
MONTHLY STATISTICAL REPORT
DOMESTIC FLIGHTS ONLY

Month of: _____

Airline: _____

Please send to:
 Accounting Manager
 P.O. Box 10036
 St. Louis, MO 63145
 314-426-1221 Fax
 AirportActivityReports@flystl.com

ITEM

1) FLIGHT OPERATIONS
 (Number of Flights)

2) PASSENGERS*

Originating

Terminating

CONNECTING:

Interline (Off Line)

Intraline (On Line)

TOTAL PASSENGERS

3) MAIL

(Pounds)

4) CARGO

Express

Freight

TOTAL CARGO (Pounds)

IN	OUT	TOTAL
OFF	ON	TOTAL

OFF	ON	TOTAL
OFF	ON	TOTAL

- (*) Originating Passengers: Beginning in STL
 Terminating Passengers: Terminating in STL
 Interline Passengers: Transferring between flights on different airlines
 Intraline Passengers: Transferring between flights on same airline

Certified by: _____

Title: _____

July 1, 2016

LAMBERT-ST. LOUIS INTERNATIONAL AIRPORT®
MONTHLY STATISTICAL REPORT
INTERNATIONAL FLIGHTS ONLY

Month of: _____

Airline: _____

Please send to:
 Accounting Manager
 P.O. Box 10036
 St. Louis, MO 63145
 314-426-1221 Fax
 AirportActivityReports@flystl.com

ITEM

1) INT'L. FLIGHT OPERATIONS
 (Number of Flights)

2) INT'L. PASSENGERS*

Originating International

Terminating International

TOTAL INT'L. PASSENGERS

**3) Total Passengers Clearing
 Federal Inspection Service**

4) MAIL

TOTAL INT'L. MAIL (POUNDS)

5) CARGO

Express

Freight

TOTAL INT'L. CARGO (Pounds)

IN	OUT	TOTAL
OFF	ON	TOTAL

x \$2.50		\$ _____
(FIS Fee)		
OFF	ON	TOTAL
OFF	ON	TOTAL

- (*) Originating Passengers: Beginning in STL
 Terminating Passengers: Terminating in STL
 Interline Passengers: Transferring between flights on different airlines
 Intraline Passengers: Transferring between flights on same airline

Certified by: _____

Title: _____

July 1, 2016

MAKE ALL CHECKS PAYABLE TO: TREASURER, CITY OF ST. LOUIS
SEND TO: AIRPORT ASSISTANT DIRECTOR OF FINANCE, P.O. BOX 10036
ST. LOUIS, MO 63145 (314-426-1221 fax or AirportActivityReports@flystl.com)

Listed below is the landing weight report of

for the month of _____, 20____.

TYPE OF AIRCRAFT	NUMBER OF SCHEDULED REVENUE ARRIVALS	NUMBER OF UNSCHEDULED REVENUE ARRIVALS*	CERTIFIED WEIGHT EACH LANDING	TOTAL CERTIFIED LANDING WEIGHT	LANDING FEE RATE PER THOUSAND POUNDS	MONTHLY LANDING FEE.
				0		\$0.00
						\$0.00
						\$0.00
						\$0.00
TOTALS						\$0.00

PLEASE LIST ALL ACTIVITY GRANTED LANDING FEE WAIVERS UNDER STL'S AIR SERVICE INCENTIVE PROGRAM BELOW:

DESTINATION AIRPORT	TYPE OF AIRCRAFT	NUMBER OF SCHEDULED REVENUE ARRIVALS	CERTIFIED WEIGHT EACH LANDING	TOTAL CERTIFIED LANDING WEIGHT	

In accordance with the Agreement, this report is due by the 15th of each month along with the Landing Fee Payment.

*Including diverted flights

As of July 2016

11/23/2015

Certified by:

Title:

LAMBERT-ST. LOUIS INTERNATIONAL AIRPORT®
MONTHLY GATE UTILIZATION REPORT

Month/Year: _____
Airline: _____
Gate Number: _____
Total Airline Flight Departures: _____

Please send to:
Accounting Manager
P.O. Box 10036
St. Louis, MO 63145
314-426-1221 Fax
AirportActivityReports@flystl.com

<u>Airline:</u>	<u>Scheduled Departures:</u>	<u>Other Departures:</u>	<u>Airline Total:</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
Totals:	_____	_____	_____

Certified by: _____

Title: _____

This Report of due on the 15th day of the month
for the preceding calendar month.

July 1, 2016

LAMBERT-ST. LOUIS INTERNATIONAL AIRPORT®

REMOTE PARKING FEE REPORT

Month/Year: _____

Airline: _____

Designated Affiliate: _____

(if applicable, i.e. Trans States d/b/a United Express)

Please send to:

Accounting Manager

P.O. Box 10036

St. Louis, MO 63145

314-426-1221 Fax

AirportActivityReports@flystl.com

Please report below the number of occurrences of any aircraft parked for a period of time in excess of four (4) hours at anywhere other than the Airline's designated Aircraft Parking Position(s), during the month above stated.

Number of Occurrences

Rate per Occurrence

Amount Due

\$100.00

\$ _____

Certified by: _____

Title: _____

This Report is due no later than 30 days after the end of each calendar month.

July 1, 2016

LAMBERT-ST. LOUIS INTERNATIONAL AIRPORT®
AIRLINE FOOD AND BEVERAGES SOLD REPORT

Month/Year: _____

Airline: _____

Please send to:
Accounting Manager
P.O. Box 10036
St. Louis, MO 63145
314-426-1221 Fax
AirportActivityReports@flystl.com

	<u>Total Sales</u>		<u>Rate</u>	<u>Amount Due</u>
Food	\$ _____	x	7.00%	\$ _____
Beverages	\$ _____	x	7.00%	\$ _____
TOTAL	_____			\$ _____

Certified by: _____

Title: _____

This Report of due on the 15th day of the month
for the preceding calendar month.

July 1, 2016

Lambert-St Louis International Airport®
Division of Responsibility for Maintenance and Operation
July 1, 2016

Terminal Buildings

Exhibit G

	Ticket Queuing	Preferential Baggage and Exclusive	Preferential Gates	Common Use	Joint Use	Public	Mechanical	Apron-Level Unenclosed Space
Building Interior								
Custodial Service	C	A	A	C	C	C	C	A
Trash and Debris Removal	C	A	A	C	C	C	C	A
Painting and Repairs ¹	C ⁵	A	A	C	C	C	C	A
Door Locks and Keys	N/A	A	A	C	C	C	C	A
Pest Extermination	C	C	C	C	C	C	C	N/A
Decorating	C	A	A	C	C	C	C	C
Building Structural and Exterior ²	C	C	C	C	C	C	C	N/A
Electrical & Lighting ³	C	A	C ⁵	C	C	C	C	C
Plumbing and Sewer ⁴	C	A	C	C	C	C	C	C
HVAC	C	A ⁶	C	C	C	C	C	C
Utilities	C	A	C	C	C	C	C	N/A
Fire Protection Systems	C	A ⁷	C	C	C	C	C	C

Notes:

1. Including, where applicable: floor coverings, interior walls, ceilings, windows, and doors.
2. Including, where applicable: roofs, exterior walls, foundations, floors, windows, and public access doors.
3. Including: relamping, ballasts, fixtures, outlets, and switches.
4. Including: fixtures and drains.
5. Excluding Airline equipment.
6. From the point of connection to the City's HVAC (chilled water, steam, conditioned air) distribution system or HVAC unit serving more than one tenant.
7. Excluding the Preferential Baggage Make-Up Area, which will be maintained by the City.

A – Airline
C – City

Lambert-St Louis International Airport®
Division of Responsibility for Maintenance and Operation
July 1, 2016

Equipment

Exhibit G

	Inbound and Outbound Baggage Handling Systems	City-Owned Loading Bridges Acquired Before July 1, 2011 ¹	City-Owned Loading Bridges Acquired On or After July 1, 2011 ¹	Airline – Owned Loading Bridges	Elevators, Escalators and Moving Sidewalks ²	Public Address System	MUFIDS	Triturator
Maintenance and Repair	C	A	C	A	C	C	C	C
Replacement	C	A ³	C ³	A	C	C	C	C
Cleaning	C	A	C	A	C	C	C	C

Other Areas

	Airfield	Terminal Apron	Airport Roadways
Maintenance and Repair	C	C	C
Replacement	C	C	C
Cleaning	C	C ⁴	C
Snow Removal	C	C ⁵	C
Lighting	C	C	C

Notes:

1. Including ground power unit(s), pre-conditioned air, and potable water cabinets.
2. Maintenance and repair, replacement, and cleaning of elevators within Airline's Exclusive Use Space is the responsibility of Airline.
3. Airline responsibility unless another City-owned Loading Bridge is available.
4. Except for foreign object debris, which is Airline responsibility.
5. Except for pedestrian clearance.

A – Airline

C – City

STL COMPETITION PLAN UPDATE

EXHIBIT H

2016 AOA CARGO ADDENDUM

**CITY OF ST. LOUIS
LAMBERT-ST. LOUIS INTERNATIONAL AIRPORT®
AIRLINE OPERATING AGREEMENT
AND
TERMINAL BUILDING SPACE PERMIT
CARGO ADDENDUM
[AIRLINE NAME]**

This Cargo Addendum, is dated _____, 201_, and is between The City of St. Louis, a municipal corporation of the State of Missouri (“City”), and _____, a corporation organized and existing under the laws of the State of _____ (“Airline”).

RECITALS

Airline is engaged in the business of providing commercial air transportation of property (“Air Cargo”).

Airline wishes to provide Air Cargo services at the Airport and, to that end, desires to enter into an Airline Operating Agreement and Terminal Building Space Permit (“Agreement”) for the use of the Airport.

The City is willing to grant Airline certain rights and privileges for the use of the Airport and its facilities upon the terms and conditions set forth in the Agreement.

The parties therefore agree as follows:

Section 101

The parties acknowledge that Airline, as an Air Cargo Airline, shall not operate from the Terminal Buildings (as defined in the Agreement), and that, consequently, all rights and obligations set forth in the Agreement with respect to the use of the Premises shall be inapplicable, including, but not limited to, the following Sections, Subsections and Exhibits to the Agreement: Subsections 301(A), (H), (L), (M), and (R); Sections 401-409, 502, and 504; Subsection 505(B); Sections 709, 801, 901, 903, 1103, 1204; and Exhibit B.

Section 102

Airline shall arrange for operating space separate from this Agreement with the City or with a third-party Airport tenant whose rights include providing such space. In addition, should Airline require to purchase ground handling services at the Airport, Airline shall make the appropriate arrangements through a third-party Airport tenant whose rights include providing such ground handling services to Air Cargo airlines. The City retains the right to review and approve any agreement for operating space and/or ground handling services entered into between Airline and such third-party Airport tenant prior to the commencement of Airline’s operations at the Airport.

IN WITNESS WHEREOF, the parties hereto for themselves, their successors and assigns, have executed this Agreement as of date first written above.

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

Pursuant to Ordinance _____, approved _____, 201__.

The foregoing Cargo Addendum was approved by the Airport Commission at its meeting on _____, 201__.

By:

Airport Commission Chairman Date

The foregoing Cargo Addendum was approved by the Board of Estimate and Apportionment at its meeting on _____, 201__.

By:

Secretary, Board of Estimate & Date
Apportionment

APPROVED AS TO FORM ONLY: COUNTERSIGNED:

City Counselor Date Comptroller Date

ATTESTED:

Register Date

AIRLINE NAME:

By:

Title: Date

ATTESTED:

By:

Title: Date